



State of Rhode Island and Providence Plantations
Council on Postsecondary Education
OFFICE OF THE POSTSECONDARY COMMISSIONER
560 Jefferson Boulevard Suite 100
Warwick, Rhode Island 02886-1304

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John J. Smith, Jr.

Dr. Jeffery A. Williams

To: Council on Postsecondary Education

From: Commissioner Jim Purcell, Ed.D.

Date: November 18, 2015

RE: Lease Agreement For Town of Narragansett & URI
95 Middlebridge Road, Narragansett County of South County,
State of Rhode Island

Enclosure 7i
December 2, 2015

Background:

The University of Rhode Island is requesting permission to enter into a lease agreement for space at 95 Middlebridge Road, Narragansett to provide an appropriate place for the Women's Varsity Crew Team. These premises will provide access to the water, land, and building north of the bridge and directly across from the kayaking operation on Narrow River. This space provides a significant upgrade from the current space.

The initial term of this lease will be for the period beginning December 2, 2015 until its termination on June 30, 2017 with options to renew for successive one (1) year periods thereafter.

The University has agreed to pay \$20,000 per year with an agreed amount of \$10,000 for the initial seven (7) month period ending on June 30, 2016 for these premises.

The lease has been approved by the University's General Counsel and is attached to this memo.

I recommend:

THAT the Council on Postsecondary Education approves the lease between the Council/ University of Rhode Island and the Town of Narragansett for the premises located at 95 Middlebridge Road, Narragansett. Upon approval, the lease will be brought to the State Properties Committee for its review and approval as required.

THE
UNIVERSITY
OF RHODE ISLAND

OFFICE OF THE
GENERAL COUNSEL

THINK BIG  WE DO™

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MEMORANDUM

To: Susan LaPanne
Associate Commissioner of Finance

From: Louis J. Saccoccio
General Counsel

Date: November 18, 2015

Re: Indenture of Lease - Town of Narragansett



Enclosed please find the proposed lease agreement with the Town of Narragansett submitted for consideration and approval by the Council on Postsecondary Education at its December 2, 2015 meeting.

This leased premises is located at 95 Middlebridge Road in Narragansett and will allow the URI Woman's Varsity Crew Team access to the water, land and building north of the bridge and directly across from the Kayaking operation on Narrow River. The University believes this will prove to be a better situation for the women's team than the current boat house and space that it shares with the men's club team and the private rowing club on Walmsely Lane, in North Kingstown, RI. The private rowing club, commonly referred to as *O.A.R.S. of Rhode Island*,¹ is a domestic non-profit corporation, that owns the current boat house and whose members include alumni from the URI men's rowing team.

The initial term of this lease will be for the period beginning on December 2, 2015 and ending on June 30, 2017 with options to renew for successive one (1) year periods thereafter. The University has agreed to pay \$20,000 per year as annual rent with an agreed amount of \$10,000 for the initial seven (7) month period ending on June 30, 2016. This is less than the current amount paid to O.A.R.S. for the shared space. The University will be authorized to install a temporary storage structure and sixty (60) foot floating dock that will remain university property at the expiration or termination of the lease. The lease also contains appropriate insurance and indemnification clauses.

Once approved by the Council, the lease will also require approval by the state properties committee.

Your usual cooperation and assistance is appreciated.

cc: President David M. Dooley
Christina L. Valentino, Vice President, Administration & Finance

¹ The full name on file with the Secretary of State is "Old and Ancient Rowers Society of Rhode Island O.A.R.S. OF R.I."



INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE is entered into this day of _____, 2015, by and between the Town of Narragansett hereinafter called the "LESSOR", and the University of Rhode Island, by and through its' governing council, the Rhode Island Council on Postsecondary Education, hereinafter collectively called the "LESSEE".

WITNESSETH

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate located on 95 Middlebridge Road, Narragansett County of South County, State of Rhode Island, (hereinafter the "Premises"), which Premises are more particularly described in Exhibit "A" attached and include use of the existing building, parking facilities, and a proposed float dock to provide boat access to the Narrow River.

TO HAVE AND TO HOLD said Premises, with all rights, privileges, use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE, for the term commencing December 2, 2015_____ and terminating June 30, 2017, (the "TERM") upon the following covenants and conditions:

1. USE OF THE LEASED PREMISES: The LESSEE shall use and operate the Premises as a facility for water access, competition, training, equipment storage and other related purposes by the University of Rhode Island Women's Crew Team. In addition the parties contemplate future collaborative programming with the Town of Narragansett.

2. RENT: For the portion of the term from December 2, 2015 to June 30, 2016 the LESSEE shall pay unto the LESSOR a rental fee of TEN THOUSAND DOLLARS (\$10,000.00) payable on January 1, 2016.

For a the portion of the term from July 1, 2016 to June 30 2017 the LESSEE shall pay unto the LESSOR a rental fee of TWENTY THOUSAND DOLLARS (\$20,000.00) in two (2) equal payments of of Ten Thousand and no/100 (\$10,000.00) each on July 1, 2016 and January 1, 2017.

The LESSEE, upon paying the rent and performing, on its part, the agreements herein contained, may peaceably hold and enjoy the Premises and appurtenances during the term of this lease without any lawful let or hindrance by the LESSOR, or any person claiming by, through

3. OPTION TO RENEW: At the conclusion of the 2016 - 2017 lease period, the LESSOR shall provide the LESSEE with an option to renew this lease for one year upon the same terms. Such option shall be available to LESSEE in each successive year unless LESSOR has advised LESSEE in writing of their intention NOT to renew or to negotiate new terms, no later than ninety (90) days prior to the expiration of the lease term. LESSEE shall advise LESSOR in writing of LESSEE'S intention to exercise this option no later than 30 days prior to the expiration of the lease term.

4. PRIOR TERMINATION:

In the event the LESSEE shall fail to pay any installment of rent within fifteen (15) days subsequent to the due date of such installment and if such failure shall continue for more than five (5) days after written demand has been given by the LESSOR to the LESSEE, or in case of failure on the part of the LESSEE to perform all the covenants and agreements contained in this lease, and such failure shall continue for more than twenty-one (21) days after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the failure to perform, each of which shall be deemed a default, the LESSOR shall be at liberty to declare this lease at an end and to commence an action for eviction pursuant to R.I. General Laws, Sections 34-18-1 et. seq.

5. FAILURE TO REMOVE PROPERTY AND FIXTURES: If upon termination of this lease, or if the LESSEE moves out or is dispossessed, the LESSEE fails to remove within two (2) months after such termination, moving out, dispossession, or expiration, all its furniture, fixtures, or other personal property, such remaining furniture, fixtures or other personal property shall be deemed abandoned by the LESSEE and shall become the property of the LESSOR.

6. WAIVER: The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms or conditions of this lease or to exercise any option of the LESSOR herein contained, will not be construed as a waiver of such term, conditions, agreement or option. The receipt by the LESSOR of rent with knowledge of the breach or nonperformance of any term, condition or agreement will not be deemed to be a waiver of such breach or nonperformance. The receipt by the LESSOR of rent after the giving of any notice

required to be given to the LESSEE by law or by the terms of this lease will not in any way affect the operation of such notice.

7. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease or sublet the whole or any part of the Premises and any attempt to do so shall be a default under the terms of this lease.

8. UTILITIES: LESSEE agrees to pay when due all utility services including water, telephone and electricity for the Premises.

9. LAWS: The LESSEE shall comply with all applicable laws, ordinances, rules, regulations, and shall, at its sole cost and expense, be responsible to obtain any all required permits, licenses or other approvals.

10. MAINTENANCE OF THE PREMISES: The LESSEE shall keep the Premises and any building, structure or other appurtenance thereon, clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire, and other unavoidable casualty excepted, provided that the LESSEE shall obtain and maintain the insurance specified herein, and at the expiration or sooner termination of this lease, the LESSEE will quietly and peaceably surrender up possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, at its own expense, all damage caused by LESSEE, LESSEE's negligence or by the negligence of LESSEE's agents, employees, servants, invitees or visitors to the Premises and all buildings and other appurtenances owned by the LESSOR on the Premises, said damage to be repaired to the reasonable satisfaction of the LESSOR. The LESSOR may, upon two (2) days notice, unless such notice is impracticable or in the

case of an emergency, enter to view and inspect the Premises and any building, structure or other appurtenances thereon and to order such repairs as may be considered reasonably necessary. LESSEE shall make no alterations to the Premises without obtaining the prior written consent of LESSOR.

In the event the LESSEE desires to make any alterations to the existing premises; buildings, parking lot, water system, electrical circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of Parks and Recreation or his designee. If approved, all such alterations must comply with applicable state, local and federal laws and regulations, all expenses pertaining thereto shall be the responsibility of the LESSEE, and all material used shall remain in place in operating condition and become the property of the Town upon termination of this lease.

11. INSURANCE:

(a) Liability: The LESSOR AND LESSEE shall each obtain and maintain throughout the operation of this lease, general liability insurance running to the benefit of both the LESSOR and the LESSEE in the sum of ONE MILLION DOLLARS AND 00/100 DOLLARS (\$1,000,000.00) each occurrence, TWO MILLION DOLLARS AND 00/100 DOLLARS (\$2,000,000.00 aggregate, which shall include bodily injury, death and property damage.

(b) Fire and Extended Coverage Insurance: The Lessee shall obtain and maintain throughout the operation of this Lease, personal property insurance for all personal property on the Premises. LESSOR assumes no responsibility for personal property of the LESSEE on the Premises unless caused by the negligence or willful act or omission of LESSOR or its' agents, employees, tenants, other lessees, servants, invitees or

visitors.

(c) Certificates: LESSOR and LESSEE shall each provide the other with certificates of all insurance specified above with proof of payment of the premium(s) therefore at the commencement of the term of this lease and annually on or before January 1st of each year of this lease and as otherwise reasonably requested. The LESSEE'S certificate of insurance shall be in usual form and shall name LESSOR as an additional insured on the policy and shall cover the entire scope of LESSEE's use of the Premises. The LESSOR'S certificate of insurance shall be in usual form and shall name, LESSEE, the R.I. Council of Postsecondary Education and State of Rhode Island as additional insureds on the policy. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.

(d) Flood Zone: The Middlebridge property is located within a flood zone. The Town of Narragansett may obtain flood insurance in the future for this property. The LESSEE acknowledges that if a storm event damages any structure on the Premises, the structure may not be repaired or replaced subject to the discretion of the LESSOR.

12. SIGNS: Traffic Signs, business signs and advertising signs of any particular brand or commodity may not be posted, except as may be approved by the Director of Parks and Recreations or his designee. All signs must be in conformance with the Zoning Ordinances.

13. REGULATIONS: The LESSEE must comply with all applicable Federal, State, and Local regulations governing LESSOR's activities on the leased premises., and

where applicable, up-to-date certificates of compliance shall be conspicuously displayed on the Premises.

14. FIRE EXTINGUISHERS: Installation and maintenance of all fire extinguishers required by Local and State Fire Codes for the business office are sole responsibility of the LESSEE.

15. PARKING: LESSEE and LESSEE's agents, employees, servants, invitees and visitors may only park in the area designated by LESSOR as described in Exhibit "A", or as directed by the Director of Parks and Recreation. It is the intent of the town to provide and satisfy the parking needs of the tenants and guests of the instant leased premises, residential units on the premises along with patrons of the marina and neighboring paddle sports business.

16. SNOW REMOVAL: The Town of Narragansett will be responsible for snow removal within a 24 Hour period for snow accumulations of 3" or more on the driveways and parking areas of the property only. The LESSEE is responsible for removal of the snow on steps and walkways of the structures on the premises.

17. TRASH: The LESSEE shall keep all trash generated by the LESSEE appropriately contained and available for removal.

18. LEAD PAINT DISCLOSURE: LESSEE hereby acknowledges that the LESSOR has disclosed the probable existence of lead based paint and/or lead based paint related hazard on the Premises. LESSEE has received and read a copy of a federally approved pamphlet on lead poisoning protection and signed the "Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards" form.

19. NOTICES: (a) All notices required to be given by the LESSEE to the LESSOR shall be addressed in writing to the Town Manager of the Town of Narragansett, 25 Fifth Avenue, Narragansett, RI 02882, with copies of such notices to be sent to the Director of the Department of Parks and Recreation, 170 Clarke Road, Narragansett, RI under which the property is managed.

(b) All notices required to be given by the LESSOR to the LESSEE shall be addressed in writing to the Vice President for Administration and Finance, University of Rhode Island, Carlotti Administration Building, Kingston, RI 02881 with copies of such notices to be sent to the Director of Athletics, Keaney Gym, 85 Keaney Rd, Kingston, RI 02881. A notice shall be effective when received and may be hand delivered, sent by registered mail (postage prepaid), by commercial courier or any reasonable means or media.

20. INDEMNITY:

(a) LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants and employees, subject to the limitation of liability set forth in RIGL §9-31-1, et seq. against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitees or visitors; (2) all claims, including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE's agents, employees, servants, invitees or visitors, or arising out of or from any act, omission or negligence of the LESSEE, or of the

LESSEE's agents, employees, servants, invitees, or visitors; and (3) all claims, including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.

(b) LESSOR agrees that LESSOR shall, at all times, defend, protect and save, hold harmless and indemnify the LESSEE, its governing body, the R.I. Council on Postsecondary Education and State of Rhode Island, their agents, servants employees and students, subject to the limitation of liability set forth in RIGL §9-31-1, et. seq. against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSOR or of LESSOR's agents, employees, servants, invitees or visitors; (2) all claims, including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSOR, or by LESSOR's agents, employees, tenants, other lessees, servants, invitees or visitors, or arising out of or from any act, omission or negligence of the LESSOR, or of the LESSOR's agents, employees, tenants, other lessees, servants, invitees, or visitors; and (3) all claims, including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the LESSOR in any respect to comply with and perform all the requirements and provisions of this lease.

21. APPROVAL: This Agreement shall be effective only subsequent to its approval by the Narragansett Town Council as designated below and the State Properties Committee as required by state law.

22. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supercedes any and all prior agreements, representations, arrangements, and understandings between the parties.

23. APPLICABLE LAW: This Indenture of Lease and all rights and obligations hereunder shall be governed by the laws of the Town of Narragansett and State of Rhode Island.

24. WATERFRONT IMPROVEMENTS: The parties contemplate the addition and installation of a sixty (60) foot float dock on the premises which float dock shall remain the property of LESSEE at the expiration or termination of this Agreement. LESSEE will bear any expenses related to this improvement. LESSOR represents and warrants to LESSEE that the addition and installation of the said float dock on the premises has been approved by the Coastal Resources Management Council. project and will provide LESSEE with evidence of said approval reasonably acceptable to LESSEE upon execution of this Agreement

25. TEMPORARY STORAGE STRUCTURE: LESSEE, at its sole cost and expense, shall be allowed to construct, install and maintain on the premises as shown on Exhibit A, a temporary storage structure consisting of a 30' x 66' x 10' canvass boat garage which shall remain the property of LESSEE at the expiration or termination of this Agreement.

26. HANDICAPPED ACCESSIBILITY. This lease is governed by R.I.G.L. § 37-8-15.1 regarding handicapped accessibility, and the failure of LESSOR to comply with said provisions may result in the unilateral termination of this lease in the sole discretion of LESSEE without penalty.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

WITNESS:

APPROVED AS TO TERMS
AND CONDITIONS:

APPROVED AS TO TERMS
AND CONDITIONS:

APPROVED AS TO
SUBSTANCE:

LESSEE:

University of Rhode Island

By: _____
Vice President for Administration
and Finance

R.I. Council on Postsecondary
Education

By: _____
Chair

LESSOR:

Town of Narragansett

By: _____
Town Manager

Date Approved: _____
Narragansett Town Council

Date Approved: _____
Narragansett Land Conservancy Trust

Town Solicitor

STATE PROPERTIES COMMITTEE

This Agreement is made with the approval of the undersigned, in accordance with the applicable provisions of the General Laws of Rhode Island, as amended.

APPROVED this _____ day of _____, A.D. 2015 by the State Properties Committee.

**APPROVED AS TO TERMS
AND CONDITIONS:**

APPROVED AS TO FORM:

By: _____
Chairman

By: _____
Attorney General

APPROVED AS TO SUBSTANCE:

APPROVED:

By: _____

By: _____

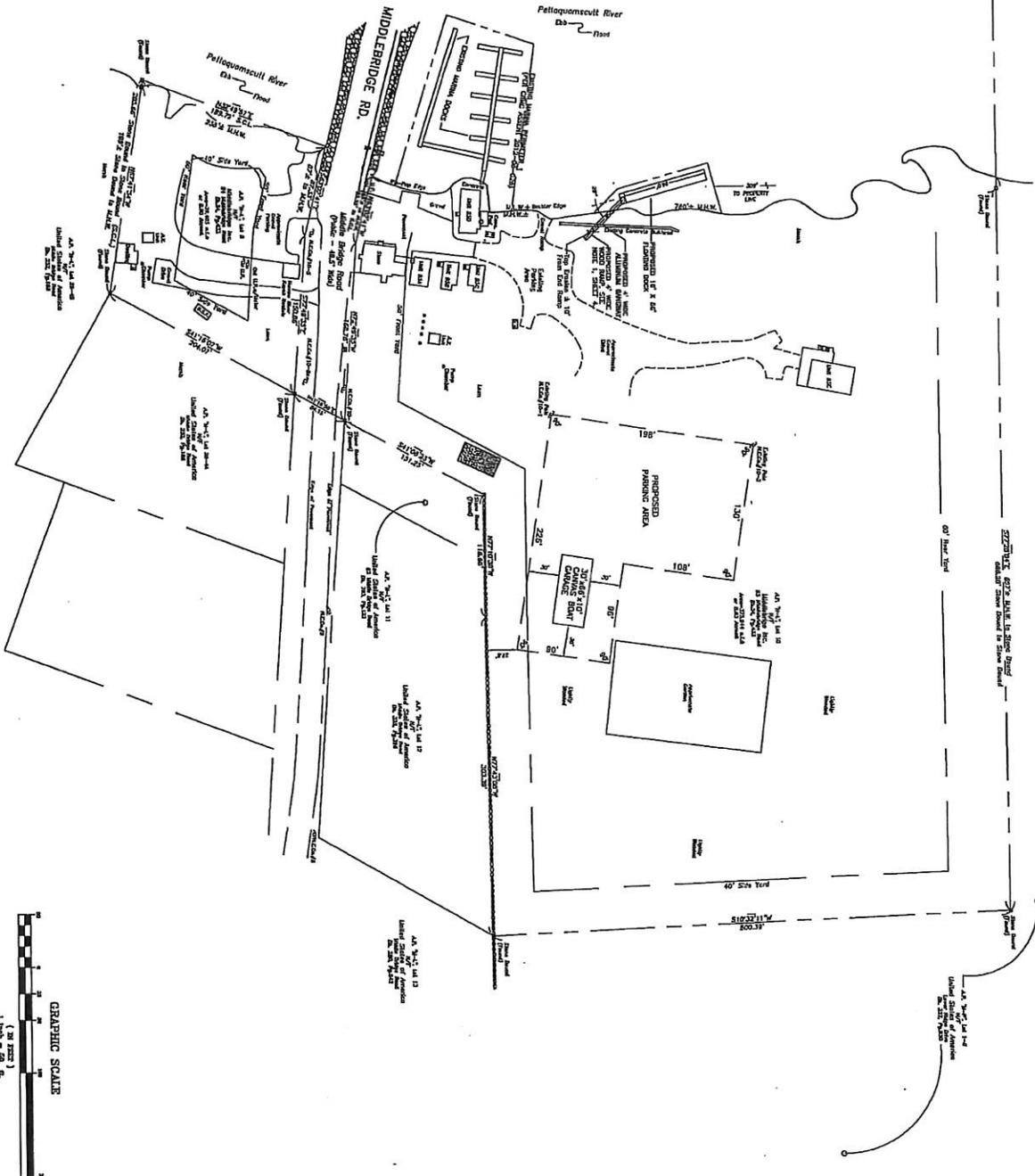


EXHIBIT A

Project		DEPARTMENT OF PARKS AND RECREATION	
Drawing Title		PARKING EASEMENT PLAN	
Date	09-1-2025	Scale	1" = 20'
Drawing No.		Drawing No. 1 of 1	
Author	SCHEIDT	Checker	SCHEIDT
Designer	SCHEIDT	Reviewer	SCHEIDT
Project Manager	SCHEIDT	Final Reviewer	SCHEIDT
Department		ENGINEERING DEPARTMENT	
Division		GENERAL ENGINEERING	
Project No.		2025-001	
Drawing No.		1 of 1	

DATE: 09-1-2025 11:00 AM