

**TEMPORARY LICENSE AGREEMENT for
1420 Broad St. "The Landing"**

THIS TEMPORARY LICENSE AGREEMENT ("Agreement"), made this 8th day of June, 2018, by and between the City of Central Falls, a municipal corporation having an address at 580 Broad St. Central Falls, RI 02863 (hereinafter referred to as the "Licensor" or "City") and Central Falls Landing LLC, a Rhode Island limited liability corporation qualified to do business in Rhode Island, having an address of 285 Main Street Pawtucket, RI 02860 (hereinafter referred to as the "Licensee").

1. **USE:** Licensor owns a parcel of land ("Land") of approximately 0.941 +/- acres at 1420 Broad Street, Central Falls, Rhode Island along with a building ("Building") on said parcel. Licensor, subject to the terms and conditions hereof, grants to Licensee the non-exclusive revocable license to do the following:

- authorizes Licensee to enter and perform agreed-to work on the Land and the Building; and
- authorizes Licensee to remove decking and associated joist in an area running along the Building approximately 6 feet in width to repair the building foundation; and
- authorizes Licensee to cut boards; boards that need to be cut shall be cut at a joist to ensure that, when replaced, they can be properly nailed AND cuts shall be at the same distance from the building but staggered so that, when replaced, there is not a continuous seam in the deck AND any boards or joists that are damaged when removed must be replaced in kind with wood that is pressure treated; and
- authorizes Licensee to work on the foundation of the building as agreed to by the parties; and
- insurance that is required as part of the Ground Lease between these same parties must be in place and name the city as co-insured prior to commencing work.

2. **TERM:** This Agreement shall commence on the date first written above ("Commencement Date") and shall continue for a period of ninety (90) days. The parties may agree in writing to extend the term.

3. **LICENSE FEE:** There is no fee for the temporary license.

4. **LIABILITY AND INDEMNITY:** Licensee shall indemnify and hold Licensor harmless from and against any and all losses, costs, liabilities, claims, damages, lawsuits, judgments, and demands whatsoever, including costs of investigation and reasonable legal fees, in connection with the bodily injury or death of any person, damage to or destruction of any property, the violation of any law or the damage to the environment, which may arise out of or be caused by any act or omission of Licensee, its agents, employees, invitees or contractors (hereafter jointly "Licensee or Agents"), or which may arise out of or be caused by the maintenance, presence, use, installation or removal of any Equipment or Building or other property owned or operated by Licensee or Agents.

5. **DEFAULT AND REMEDIES:** In the event of Licensee's default hereunder, and Licensee's failure to cure same within ten (10) days after date of notice of such failure from Licensor; or the making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute, Licensor in addition to all other remedies available to it in law or equity, shall be entitled at Licensor's option to terminate this Agreement and to remove all of Licensee's Equipment, Building improvements and other personal property located at the Land. In the event that Licensor should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor, as an additional fee hereunder upon rendering of an invoice to Licensee.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

CITY OF CENTRAL FALLS

By  _____

Name: James A. Diossa

Title: Mayor

Approved as to form and correctness:



Matthew Jerzyk, City Solicitor

CENTRAL FALLS LANDING, LLC

By:  _____

Name: Louis Y.P.

Title: PRS

Reviewed By: Finance Director
Leonard Morganis
