## TUPELO REALTY, LLC 101 TUPELO STREET BRISTOL, RI 02809 (401) 253-9277 FAX# (401) 253-0450

August 15, 2024

Steven Contente Town Administrator Town of Bristol 10 Court Street Bristol, RI 02809

Dear Mr. Contente:

Enclosed is a copy of the May 29, 2008 lease agreement for the parking lot situated on Court Street, Tax Assessor's Plat 014, Lot 019. In accordance with Article 2 of said lease, we are pleased to offer to the Town of Bristol an option to renew for an additional one-year period commencing July 1, 2024 and terminating June 30, 2025.

If you are in agreement, please sign this offer letter and return together with the full payment of the rent (\$12,000) prior to September 1, 2024. The check should be made payable to Tupelo Realty, LLC which is the property manager for Custom House Square LLC.

Please note we have also enclosed a copy of your ledger, showing the balance due for the months of July 2024- August 2024. We apologize for the delay in sending this to you.

Thank you for your attention to this matter.

Sincerely,

Edward J. Cox II

**CFO** 

EJC:ycf

Option to renew is accepted:

Steven Contente

Town Administrator, Town of Bristol

8-20-24

Date

# **TENANT LEDGER**

Tupelo Realty LLC 101 Tupelo St Bristol, RI 02809-2808 (401) 253-9277

**Prepared For** 

TOWN OF BRISTOL Attn: Treasurer 10 Court Street BRISTOL, RI 02809 Tenant Status
Tenant Since
Current Lease
Balance Due

Current 06/30/2008 07/01/2008 2,000.00

Date	Description	Charges	Payments	Balance
08/01/2024	Rent Charges (08/2024)	1,000.00	0.00	2,000.00
07/01/2024	Rent Charges (07/2024)	1,000.00	0.00	1,000.00
06/01/2024	Rent Charges (06/2024)	1,000.00	0.00	0.00
05/01/2024	Rent Charges (05/2024)	1,000.00	0.00	-1,000.00
04/01/2024	Rent Charges (04/2024)	1,000.00	0.00	-2,000.00
03/01/2024	Rent Charges (03/2024)	1,000.00	0.00	-3,000.00
02/01/2024	Rent Charges (02/2024)	1,000.00	0.00	-4,000.00
01/26/2024	Chk# 188773	0.00	12,000.00	-5,000.00
01/01/2024	Rent Charges (01/2024)	1,000.00	0.00	7,000.00
12/01/2023	Rent Charges (12/2023)	1,000.00	0.00	6,000.00
11/01/2023	Rent Charges (11/2023)	1,000.00	0.00	5,000.00
10/01/2023	Rent Charges (10/2023)	1,000.00	0.00	4,000.00
09/01/2023	Rent Charges (09/2023)	1,000.00	0.00	3,000.00
08/01/2023	Rent Charges (08/2023)	1,000.00	0.00	2,000.00
07/01/2023	Rent Charges (07/2023)	1,000.00	0.00	1,000.00
06/01/2023	Rent Charges (06/2023)	1,000.00	0.00	0.00
05/01/2023	Rent Charges (05/2023)	1,000.00	0.00	-1,000.00
04/01/2023	Rent Charges (04/2023)	1,000.00	0.00	-2,000.00
03/01/2023	Rent Charges (03/2023)	1,000.00	0.00	-3,000.00
02/01/2023	Rent Charges (02/2023)	1,000.00	0.00	-4,000.00
01/01/2023	Rent Charges (01/2023)	1,000.00	0.00	-5,000.00
12/01/2022	Rent Charges (12/2022)	1,000.00	0.00	-6,000.00
11/01/2022	Rent Charges (11/2022)	1,000.00	0.00	-7,000.00
10/01/2022	Rent Charges (10/2022)	1,000.00	0.00	-8,000.00
09/01/2022	Rent Charges (09/2022)	1,000.00	0.00	-9,000.00
08/15/2022	Chk# 180678	0.00	12,000.00	-10,000.00
08/01/2022	Rent Charges (08/2022)	1,000.00	0.00	2,000.00
07/01/2022	Rent Charges (07/2022)	1,000.00	0.00	1,000.00
06/01/2022	Rent Charges (06/2022)	1,000.00	0.00	0.00

### LEASE



This Lease made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2008, by and between CUSTOM HOUSE SQUARE, LLC, a Rhode Island corporation with a principle place of business located at 99 Tupelo Street, Bristol, Rhode Island (hereinafter referred to as "Lessor"), and the TOWN OF BRISTOL, a municipal corporation in the State of Rhode Island, whose address is 10 Court Street, Bristol, Rhode Island 02809 (hereinafter referred to as "Lessee").

#### WITNESSETH

That in consideration of the munual covenants and promises contained herein, the parties intending to be legally bound, agree as follows:

#### L DESCRIPTION OF PREMISES

Lessor does hereby lease to Lessee, subject to the retention of sixteen (16) parking spaces for Lessor's use, that certain lot or parcel of land situated on Court Street, Tax Assessors' Plat 014, Lot 019 in the Town and County of Bristol, State of Rhode Island, and as further described in Exhibit A attached hereto and incorporated herein.

#### II. TERM

The term of this Lease is one (1) year, beginning on July 1, 2008, and terminating on June 30, 2009.

Ontion to Renew. The Lessor shall have the option to extend the term hereof for additional one-year terms upon the same conditions herein contained except that Lessee must not be in default of any of the terms and conditions on its part to be performed or observed hereunder and the annual rent shall be mutually agreed upon between the parties.

#### IIL RENT

Lessee does hereby agree to pay to Lessor, as rent for the premises for said term ONE THOUSAND and 00/100 DOLLARS (\$1,000.00) per month, in advance, without demand, on the first day of each month.

#### IV. ABATEMENT OF TAXES AND ASSESSMENTS

Lessee shall abate the real estate taxes, sewer taxes, or betterment assessments levied on the premises for the term of the Lease.

#### V. USE

The premises are to be used for the purpose of a parking lot. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the written consent of Lessor.

### VI. LIABILITY INSURANCE

Lessee shall arrange and shall pay for general liability insurance for personal injury and property damage in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00). Lessee will indemnify Lessor on account of any and all damages, injuries, or claims to and by any person, or, to or for the good of any person, arising from the use of the demised premises by the Lessee, or arising from the negligence of the Lessee to keep and maintain the demised premises in a reasonable, good, and safe condition.

# VII. REPAIRS AND MAINTENANCE

Lessee will keep said premises in as good repair as the same are in at the commencement of the term herein provided for, or as they shall be at any time during its continuance, and at the end of said term will deliver up to same in as good order and condition as they were at the commencement of this Lease or may afterward be put in during the continuance thereof, reasonable use and wear and damages by fire and other unavoidable accidents alone excepted. Lessee shall also maintain the premises in a clean condition.

# VIII. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

# IX. ASSIGNMENT AND SUBLEASE

Lessee shall have the right to assign or sublease the premises, or any right or privilege connected therewith only with the consent of the Lessor, which consent shall not be unreasonably withheld.

## X. DEFAULT

Any failure by Lessee to pay rent or other charges promptly when due or to comply with any other term or condition hereof shall, at the option of Lessor, forthwith terminate this tenancy and forfeit all rights of Lessee under this agreement.

## XL REMEDIES OF LESSOR

Lessor shall have any and all remedies, whether legal or equitable, for the enforcement of the covenants, promises, terms, and conditions of this lease, which said provisions are cumulative and not exclusive, and Lessor shall be entitled to pursue,

IN WITNESS WHEREOF, the Lessor and Lessee have executed these presents, the day

and year first above written. CUSTOM HOUSE SQUARE, LLC oseph Brito, Sr. TOWN OF BRISTOL BOWN ADMINISTRATOR STATE OF RHODE ISLAND COUNTY OF BRISTOL In the Town of Bristol on the 1574 day of Man, 2008, before me personally appeared Joseph B. 9. S. to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed, to be his free act and deed. STATE OF RHODE ISLAND COUNTY OF BRISTOL 29 th day of In the Town of Bristol on the personally appeared the above named, Diani C Millian, to be known and of the Town of Bristol, State of Rhode known by me to be the Town Administrator Island, and the person executing these presents on benalf of the Town of Bristol, in his said capacity, who acknowledged said instrument by him executed to be his free act and deed and the free act and deed of said Town of Bristol.

Entries Nagational Rive Laus (Carronthouselpure) - Court Blood Od 16.88 mpd