



RESOLUTION

AUTHORIZING THE CITY OF NASHUA TO EXECUTE A LEASE WITH
WHITING BUILDING, LLC

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into a lease with Whiting Building, LLC for the premises identified as the fourth (4th) and fifth (5th) floor office space(s) in the Landmark Building with a postal address of 138-144 Main Street, Nashua, for the Public Health Relocation Plan, in substantially the same form as the attached ("Lease").

FURTHER RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor, with the assistance of the Office of Corporation Counsel, is authorized to prepare and execute all necessary documents and take all necessary actions contemplated by the Lease or required to effectuate the same, including but not limited to grants or other funding sources for the Lease and exercising the right to renew the Lease.

LEASE

THIS LEASE is made as of _____, 2020, by and between the Whiting Building, LLC, a New Hampshire limited liability Company, with a principle address at of 75 Concord Street, Nashua, NH 03064 (the "Lessor") and The City of Nashua, New Hampshire, a municipality with an address of 229 Main Street, Nashua, NH 03060, (the "Lessee") and

DESCRIPTION OF PREMISES. The Lessor hereby agrees to lease to the Lessee, subject to the terms and conditions set forth herein, and the Lessee agrees to lease from the Lessor, the premises identified as the fourth (4th) and fifth (5th) floor office space(s) in the Landmark Building with a postal address of 138-144 Main Street and located on the City of Nashua's Assessor's Tax Map 33, Lot 91, Comprising of 4,830 square feet of office space in total between the two floors and as more specifically described on Exhibit A attached hereto "The Public Health Relocation Plan" (the "Premises").

TERM. The term of the Lease shall be up to 12 months, commencing on the date hereof and ending on _____ (the "Term") subject to Lessee's right to terminate as set forth below.

OPTION. The Lessee shall have the right at its sole discretion to renew this lease with a maximum three percent (3%) increase over the gross rent agreed to below in paragraph five (5).

TERMINATION. The Lessee may terminate the Lease at any time during the Term of the Lease by written notice delivered to the Lessor at least 60 days prior to the date of termination set forth in such notice.

RENT. The rent for the Premises to be paid by the Lessee to the Lessor during the Term of the Lease shall be \$48,300, which rent shall be due and payable with an initial payment of \$24,150.00, at the commencement of the lease and a second payment for \$24,150.00 due six months later during the Term of the Lease. If the Lease is renewed for consecutive year(s), rent shall be due in two installments as follows: the first installment being one-half (1/2) of the then-current rent will be due the first day of the renewal term and the second installment, totaling the balance of the then-current annual rent will be due six months later or ½ way to the end of the renewal terms, whichever is later.

MAINTENANCE & REPAIRS BY LESSEE. The Lessee shall maintain the Premises in a clean and sanitary condition. The Lessee shall make all the repairs which are usual, necessary, or required for the use of the Premises in the Premises and shall keep the Premises in such repair, order, and condition as the same are in at the commencement of this Term. Lessee shall not be responsible for common areas of the building.

ALTERATIONS AND IMPROVEMENTS. The Lessee shall not, without the prior written consent of the Lessor, make any alterations, improvements, renovations or additions (collectively, "Improvements") to or upon the Premises, which consent shall not be unreasonably withheld. Further, Lessor will be deemed to have consented to Lessee's proposed alterations, improvements, renovations or additions if Lessor does not respond within 21 days after Lessee's written submittal.

INDEMNITY. The Lessee agrees to indemnify the Lessor against all loss, damage, liability, or expense arising out of injury to third parties or their property, or in connection with anything owned or controlled by the Lessee, or resulting from any act, failure to act, or negligence of the Lessee or Lessee's servants or agents, or from any nuisance made or suffered on the Premises. Lessee's indemnity shall not apply to liability caused by the negligence or willful misconduct of Lessor.

DAMAGE OR DESTRUCTION. In the event that the Premises or a substantial portion thereof are destroyed or damaged by fire, flood, war, or other casualty, the Lessor shall not be obligated to rebuild or replace any building wholly or substantially destroyed. In the event of such substantial destruction either party shall have the option of terminating this Lease by giving written notice to the same to the other party within 30 days of the occurrence of such destruction. Lessee shall be entitled to a rebate or refund, as applicable, for the time the Premises is inhabitable by Lessee.

ENCUMBRANCE, SUBLETTING, AND ASSIGNMENT. This Lease may be assigned at any time by the Lessor. This Lease shall not be assigned or sublet in whole or in part by the Lessee without prior written consent by Lessor, and any attempt therefore shall be void. Lessee shall not otherwise encumber the Premises or its leasehold interest therein, and shall not permit any mechanic's lien or other lien for the provision of goods or services on the Premises.

QUIET POSSESSION. The Lessor covenants and warrants that the Lessor has full right and lawful authority to enter into this Lease for the full Term hereof, and that the Lessor is lawfully seized of the Premises hereby leased and has good title thereto free and clear of all tenancies. The Lessor further covenants and warrants that if the Lessee shall discharge the obligations herein set forth to be performed by the Lessee, then the Lessee shall have and enjoy, during the Term and any renewal or extension hereof, the quiet and undisturbed possession of the Premises for the uses herein described, together with all appurtenances thereto.

DEFAULT. If the Lessee shall violate any of the covenants, conditions, or provisions contained herein and such violation shall continue for more than ten (14) days after receipt of written notice by Lessee of the Lessor's notice of such default, the Lessor may immediately, or at any time thereafter, and without demand or further notice to the Lessee (unless required by law), elect to terminate this Lease and commence an action for eviction and removal of Lessee and exercise any other remedies available to Lessor, singly or cumulatively.

REDELIVERY OF PREMISES. The Lessee will peaceably and quietly quit and deliver up to the Lessor, the Premises at the expiration of the Term, leaving the Premises in as good condition as they now are or may be placed in during the Term of this Lease, reasonable and ordinary wear expected. Lessee shall remove all of their property at the end of the Term. Any property abandoned by Lessee will be disposed of by the Lessor or kept as abandoned property.

NOTICE. Any written notice, request, or demand required or permitted hereunder shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered mail, postage prepaid, addressed to the other at the address set forth above.

MISCELLANEOUS. This lease is to be construed as a New Hampshire lease and is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns; and may be canceled, modified, or amended only by written instrument signed by both the Lessor and the Lessee.

The Lessor and the Lessee have executed this Lease effective as of the date first written above.

LESSOR:
Whiting Building, LLC

By: _____
Name: Dmitry Zhivotovsky
Title: Manager

LESSEE:
The City of Nashua

By: _____
Name: James W. Donchess
Title: Mayor

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-054

PURPOSE:

Authorizing the City of Nashua to execute a Lease with Whiting Building, LLC

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

The cost of the one year lease is \$48,300 funded by the GOFERR Grant Fund.

ANALYSIS

This resolution authorizes the City to enter into a lease with Whiting Building, LLC substantially similar to the attached document.

Under NRO Section 5.4 D, the Board of Aldermen shall approve the rental of lands and buildings not owned by the City with “any rental agreement that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated.”

Approved as to form:

Office of Corporation Counsel

By:  _____

Date: 7/9/2020

RESOLUTION **R-20-054**

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to execute a Lease with Whiting
Building, LLC**

IN THE BOARD OF ALDERMEN

1ST READING July 14, 2020

Referred to:
Finance Committee

2nd Reading August 24, 2020

3rd Reading _____

4th Reading _____

Other Action _____

Passed August 24, 2020

Indefinitely Postponed _____

Defeated _____

Attest: _____ City Clerk

Kari Wilshire

President

Approved _____ Mayor's Signature

Date

Endorsed by

_____ MAYOR

_____ DOWD

_____ KLEE
HARRIOTT-
GATHRIGHT

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____ City Clerk

_____ President