

# RESOLUTION OF THE CITY COUNCIL

No. 339

Approved August 5, 2016

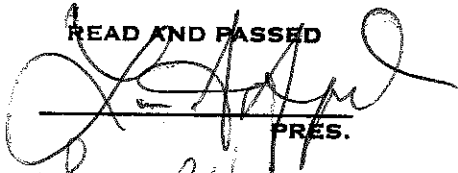
WHEREAS, To effectuate its goal of redevelopment, the Providence Redevelopment Agency (the "Agency") is transferring real property currently held by the Agency located at 44 Harriet St., Providence, RI 02905


NOW, THEREFORE, BE IT RESOLVED, That the taxes in the amount of \$2,125.88 (Two Thousand One Hundred Twenty Five and Eighty-Eight Cents), assessed upon 44 Harriet St., Providence, a 3,200 sq. ft. vacant lot, Assessors Plat: 048 Lot: 0565, along with any associated interest, penalties and intervening taxes are hereby abated in whole and that the property is declared exempt in accordance with Rhode Island General Law 45-32-40 while under PRA ownership.

IN CITY COUNCIL

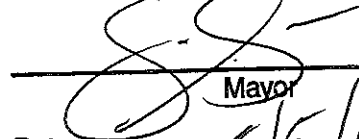
AUG 04 2016

READ AND PASSED

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
MAYOR

Date: 8/5/16

## Attachment A

### Report

- Plat: 48
- Lot: 0565
- Street Address: 44 Harriet Street
- Present Owner: Providence Redevelopment Agency
- Future Owner: Manelik Vallejo
- Conflict of Interest: No known conflicts of interest
- Tax liens:
- Purpose: Single Family Housing

**ATTACHMENT B**

**Municipal Lien Certificate**

MUNICIPAL LIEN CERTIFICATE  
CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR  
CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
May 02, 2016	048	0565	0000	44 Harriet St	108,766	1

ASSESSED PROVIDENCE REDEVELOPMENT AGENCY (VLP)  
OWNER

STATUS OF REAL ESTATE BILL AS OF DATE PRINTED

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILL NAME
15	RE	\$1,052.60	\$0.00	\$0.00	\$0.00	\$1,052.60	\$115.79	\$1,168.39	PROVIDENCE REDEVELOPMENT AGENCY
14	RE	\$1,073.28	\$0.00	\$0.00	\$0.00	\$1,073.28	\$246.85	\$1,320.13	PROVIDENCE REDEVELOPMENT AGENCY
		<u>\$2,125.88</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,125.88</u>	<u>\$362.64</u>	<u>\$2,488.52</u>	

INTEREST SHOWN IS VALID FOR 30 DAYS FROM DATE ISSUED. ADDITIONAL CHARGES MAY APPLY IF PAYMENT IS RECEIVED LATER THAN 30 DAYS FROM DATE.

Note:

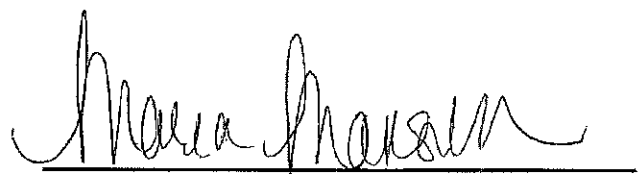
- Please be aware that unpaid taxes may be subject to tax sale.
- Please contact the Water Supply Board at 521-6300.
- Please contact the Narragansett Bay Commission at 461-8828
- Property within designated City Plat Maps known as 19, 20, 24, 25, & 26 (Downtown Providence District Management Authority) or 10,12,13 (Thayer Street District Management Authority) may be subject to an additional assessment. Please call (401) 421-4450 for payment information.

C E R T I F I C A T I O N

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION BEING GIVEN IN ACCORDANCE WITH 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS OF THE DATE PRINTED ABOVE.

Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.

MAILED TO: PICK-UP



JOHN A. MURPHY  
CITY COLLECTOR

MARIA MANSOLILLO  
DEPUTY CITY COLLECTOR



PRA property  
Tax Abatement Checklist

Address

44 Harriet Street

Plat/lot

48/565

Ward#

10

Owner

Manelik Vallejo

Taxes owed

\$2,125.88

Councilman

Aponte

1 A map showing property /lot lines	X
2 Letter of Intent	No
3 Current appraisal of the property	No
4 Copy of Environmental reports	No
5 How many years of back taxed	2 years
6 How much city/PRA orginally paid for property	SVLP
7 Draft of P&S for property	Yes
8 Signed conflict of interest forms	N/A
9 Plan/schematics of proposed project	No
10 Information on owner/non-profit	No
11 Will potential owner be seeking TSA	No
12 Expected rents/mortgage developer expects to receive	
13 Potential owner to attend committee meeting	No

Acquired through the special vacant lot program

Owner will have a single family home built

Expenses /Revenues paid for or to the PRA

Address	Plat/lot	Size	Asking Price	Purchase Price
44 Harriet Street	48/565	3,200	\$ 5,000.00	\$ 5,000.00
Expenses				
Appraisal Fees	n/a			
Environmental Fees	n/a			
Legal Fees as of April 30, 2016	\$ 505.00			
Landscaping (2011-2016)	\$ 3,640.00			
Liens ( water supply board )				
Title search 2000				
	\$ 4,145.00			
Revenue				
Lease payments	none			

6/10/2016

## PURCHASE AND SALE AGREEMENT

1. **SALES AGREEMENT:** This agreement (the "Agreement") is made by and between the Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended ("Seller"), with its principal office located at 444 Westminster Street, Providence, Rhode Island, and Manelik Vallejo ("Buyer"), with a mailing address of 96 Bellevue Avenue, Providence, RI 02909. The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, the following property located at 44 Harriet Street, Providence, Rhode Island, and further identified as Lot 565 on Assessor's Plat 48 in the records of the Tax Assessor of the said City of Providence, and more particularly described in Exhibit A attached hereto (the "Property"). This Agreement is subject to such conditions and requirements as are generally applicable to the conveyance of property owned by Seller.

2. **DATE OF THIS AGREEMENT:** For purposes of calculating dates herein that run from the "Date of this Agreement", the Date of this Agreement shall be the date on which Seller signs the Agreement, as set forth next to the Seller's signature below.

If Seller signs this Agreement first, then this Agreement shall not be binding upon Seller unless and until Buyer has signed the Agreement and delivered the signed Agreement to Seller. Until then, Seller may rescind its signature, and thus cancel this Agreement, with the same force and effect as though this Agreement never existed, by giving written notice of such rescission to Buyer.

If Buyer signs this Agreement first, then, in consideration of Seller's time, efforts, and expense to have prepared this Agreement and presented same to Buyer, Seller shall have a period of ten (10) days, following receipt of Buyer's signature, during which it may, if it so elects in its sole discretion, sign this Agreement and return a copy of same to Buyer, and during such time period Buyer may not rescind or cancel its signature. Seller may also sign and return this Agreement to Buyer after such ten (10) day period, and in such event this Agreement shall be binding upon delivery of such signature, provided that Buyer did not rescind its signature by a written notice to Seller delivered after said ten (10) day period.

3. **PURCHASE PRICE:** The Purchase Price for the Property is: Five Thousand Dollars (\$5,000.00).

4. **CLOSING DATE/PLACE:** Closing is to be held on the date that is thirty (30) days following the Date of this Agreement, subject, however, to Section 10(a) hereof. The Closing shall occur at the office of Seller, or at such other time and place as may be agreed to by the parties. The Purchase Price shall be paid made to order as directed by the Seller's closing agent and payable by certified check, wire transfer and/or bank check (provided however that the parties hereto acknowledge that the Closing shall be delayed by however many days as may be necessary for funds provided by bank check or certified check to clear). Payment of the Purchase Price and delivery of deed shall occur at the Closing.



5. **DEPOSIT:** Upon the execution of this Agreement, Five Hundred Dollars (\$500.00) (the "Deposit") shall be tendered to the Seller from the Buyer to be held in escrow by Seller. The Deposit shall be applicable to the Purchase Price, but otherwise non-refundable, except in the event of a Seller default. At the Closing, Buyer shall deposit an additional Five Hundred Dollars (\$500.00) (the "Good Faith Deposit") with Seller, to be held by Seller in escrow in accordance with the terms of the deed attached hereto. The Good Faith Deposit is in addition to the Deposit, and is not applicable to the Purchase Price.

6. **WAIVER OF CONTINGENCIES:** Without limiting any other provision of this Agreement, this Agreement is not contingent upon Buyer's obtaining City, State or Federal housing assistance or any public or private financing of any kind, nor is it contingent upon Buyer entering into a signed commercial lease for the Property. Further, this Agreement is not contingent upon Buyer's satisfaction with any reports, investigations or other due diligence which Buyer may perform with respect to the Property.

7. **INSURANCE/RISK OF LOSS:** The Seller is not obligated to keep the Property insured until the delivery of the deed against any loss or casualty.

8. **FIXTURES/PERSONAL PROPERTY:** Included in this sale as part of the Property are the buildings, structures and improvements now thereon, if any, but not any personal property located on the Property which does not constitute fixtures belonging to Property and/or used in connection therewith, unless Seller elects to include all personal property in the sale. Such improvements and personal property, if any, as contemplated by this Agreement are being sold and transferred in "AS-IS," "WHERE-IS" and "WITH-ALL-FAULTS" AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER.

9. **TITLE:** Seller makes no covenants or warranties as to title whatsoever, and Buyer agrees to accept a Bargain and Sale deed from the Seller as full performance of Seller's obligations hereunder and in consideration of payment of the Purchase Price in full. The Property will be conveyed to the Buyer by a bargain and sale deed from the Seller, conveying all of Seller's interest, if any, in and to the Property, and excepting any easements, restrictions or other encumbrances of any kind, whether of record or otherwise, and all municipal regulations, and containing any restrictions, covenants, good faith deposits, and/or reverts as may be set forth in the Bargain and Sale Deed attached hereto. Notwithstanding anything contained herein to the contrary, Seller shall cause the release of any liens voluntary incurred by the Seller and secured by the Property on or prior to Closing.

10. **TAXES, ADJUSTMENTS, OTHER ASSESSMENTS:**

(a) Real Estate Taxes: Seller shall convey the Property free and clear of any delinquent real estate taxes. Notwithstanding anything in this Agreement to the contrary, Seller may satisfy the foregoing requirement by electing to either (a) extend the Closing date until such time that Seller has been able to clear the title of any such delinquent real estate taxes, or (b) pay such taxes (or have the same abated) within six months following the Closing. Real estate taxes for then current tax period shall be adjusted at the Closing between Seller and Buyer in accordance with customary Rhode Island conveyancing procedure.

(b) Adjustments: Rents, fuels, water charges and sewerage charges, if any, shall be apportioned as of the date of the delivery of the deed.

(c) Assessments: Except as provided above regarding real estate taxes, all assessments which constitute a lien on the Property shall be paid or assumed by the Buyer.

(d) Recording Fees/Documentary Stamps/Transaction Costs (including without limitation Seller's attorney's fees): All recording fees (except for recording fees in connection with the Seller recording any discharges, releases, or other documents necessary to deliver title to the Property in accordance with the terms of this Agreement, which recording fees shall be paid by the Seller), transfer taxes, documentary stamps, brokerage commissions, and other transaction costs associated with the transaction contemplated herein shall be paid by Buyer at Closing.

11. **RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION:** Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions, present or proposed, which affect or would affect the use of the Property. Without limiting the foregoing, if any restrictions or legislative/governmental action, rules, laws, or regulations affect Seller's capacity or authority to perform the conveyance of the Property then Seller may, at its election, extend the closing for up to ninety (90) days (upon providing Buyer with notice of its intent to do the same). If those matters affecting the conveyance of the Property are not resolved within said ninety (90) days then this Agreement may be cancelled by either party by written notice prior to the Closing, whereupon this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder.

12. **FOREIGN INVESTMENT IN REAL PROPERTY ACT ("FIRPTA"):** The Seller represents that the Seller is not a foreign person or foreign corporation as defined in FIRPTA and according, that the Buyer will not be required to comply with the withholding requirements of FIRPTA at the closing.

13. **"AS-IS" SALE:** The Property is being sold in "AS-IS" condition, including, without limitation it's "AS-IS" condition as to the environmental condition and physical condition of the Property; any and all title, survey, zoning, subdivision, and other legal and/or physical conditions or attributes of the Property (including the use, occupancy and possession of the Property), and Buyer represents that it has not relied on any representation of the Seller or any of Seller's employees, agents, or representatives, oral or otherwise, as to the character or quality of the Property. Possession of the Property, subject to the rights (if any) of all tenants, occupants and personal possessions (except as may be included pursuant to the terms of Section 8 above) is to be delivered to the Buyer at the time of delivery of the deed. At closing, the Property is to be conveyed in the same condition in which it now is, casualty damage excepted, except for reasonable use and wear.

14. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING:** At the Closing, Seller shall deliver the Bargain and Sale Deed in the form attached hereto as Exhibit B and, if applicable, a non-foreign affidavit executed by Seller, containing such information as is required by Internal Revenue Code and the regulations thereunder.

15. **DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING:** At the Closing Buyer shall deliver to the Seller the Purchase Price, by wire transfer, or in the form of a bank check of a Rhode Island bank or credit union or by check certified by a Rhode Island bank or credit union (subject to the provisions of Section 4 herein), as well as such other instruments and documents as are reasonable and/or customarily provided by purchasers in transactions such as the one contemplated herein.

16. **NOTICES:** All notices as required in this Agreement shall be in writing. All notices are to be conveyed by certified mail, return receipt requested, personal delivery, electronic mail or fax. Notices shall be effective when post marked, upon personal delivery, or upon fax or electronic mail transmittal date. Notices to the Seller shall be sent or delivered to the Seller to the attention of its Executive Director, Donald Gralnek, at the address set forth in Section 1 of this Agreement, with a copy to Seller's attorney, whose mailing address is: DarrowEverett LLP, One Turks Head Place, Suite 1200, Providence, Rhode Island 02903, Attn: Zachary G. Darrow, Esq. Notices to the Buyer shall be sent or delivered to the address set forth in Section 1 of this Agreement, with a copy to Buyer's attorney, whose mailing address is: \_\_\_\_\_ (fill in Buyer's attorney information or if left blank or "NA" then Buyer elects not to be represented by an attorney). Attorneys may give notice on behalf of their client.

17. **DEFAULT:** Upon default by the Buyer or the Seller in the performance of this Agreement, the non-defaulting party may terminate this Agreement by written notice to the defaulting party, and shall be entitled to retain the Deposit, as its sole and exclusive remedy and this Agreement shall thereupon become void and of no further force or effect whatsoever. To be clear, the only instance where Buyer may be entitled to a return of the Deposit, if applicable, is in the event of a Seller default.

18. **ASSIGNMENT AND SURVIVORSHIP:** This Agreement may not be assigned by either party without written consent of the other, in the other's sole and absolute discretion, and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **CONSTRUCTION OF AGREEMENT; MEASURING PERIOD:** This Agreement may be executed in one or more counterparts and each shall be deemed to be an original. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. All references to time periods shall be counted in calendar days. Facsimile and/or .pdf signatures shall be binding as originals. If the end of any time period herein, or if any specified date, falls on a weekend or national or Rhode Island holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

20. **NO RECORDING:** This Agreement may not be recorded in the Land Evidence Records of the City of Providence. In the event Buyer records or causes this Agreement to be recorded in violation of the foregoing prohibition, the Buyer, at Seller's election at any time thereafter, shall be deemed in default hereunder entitling the Seller to the remedies provided

herein for the Buyer's default, as well as such further rights at law and/or in equity as may be available to Seller.

21. **GOVERNING LAW:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Rhode Island and the Code of Ordinances of the City of Providence.

22. **WAIVERS AND EXTENSIONS:** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

23. **BROKERS:** Buyer and Seller each represent and warrant to the other that they have not dealt with any brokers or real estate sale persons with respect to the transaction contemplated by this Agreement, and that no person is entitled to claim a commission or other fee in connection with the transaction contemplated herein, except for Kyle Seyboth of Keller Williams Realty. Buyer and Seller further agree to indemnify and hold harmless the other party and its respective successors and assigns against and from all claims, losses, liabilities and expenses including attorney's fees arising out of any claim by any brokers, consultants, finders or like agents, which are based upon alleged dealings with said parties. The provisions of this action shall survive the closing.

24. **ENTIRE AGREEMENT:** We, the parties hereto, each declare that this instrument contains the entire Agreement between us, subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

*[Signature page follows]*

WITNESS the signatures of the above parties on the date(s) set forth below.

SELLER:

BUYER:

Providence Redevelopment Agency

\_\_\_\_\_  
Name: Donald Gralnek  
Title: Executive Director  
Dated: June \_\_\_, 2016

\_\_\_\_\_  
Manelik Vallejo  
Dated: June \_\_\_, 2016

**Exhibit A**  
**Legal Description**

**Exhibit B**

**Form of Deed**

**BARGAIN AND SALE DEED**

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and Manelik Vallejo of 96 Bellevue Avenue, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of Five Thousand and 00/100 (\$5,000.00) paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this Deed, grant, bargain, sell and convey unto the Grantee and its successors and assigns, under and subject to the covenants and agreements herein contained, any and all of the right, interest and title Grantor may have in and to the real property described in Exhibit A (herein referred to as the "Property"), if any, situated in Providence, Rhode Island. This conveyance is made subject to the following:

A. The applicable building and zoning laws and regulations;

B. Any and all matters affecting the Property, whether of record or otherwise; and

C. The Property shall be used only as a single family dwelling, unless Grantee obtains the written permission of the Grantor, in the Grantor's sole discretion, to allow a different use. Any such permission must be in the form of a written, recordable affidavit signed by the Grantor, and recorded in the City of Providence Land Evidence Records. Furthermore, such use shall commence (if not already commenced and continuing), and any and all improvements reasonably required in order to conduct such use shall have been constructed (such improvements are referred to herein as the "Improvements") by no later than one hundred and eighty (180) days following the issuance of a building permit for the construction of the Improvements. In addition, within ninety (90) days of the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence, for such authority's approval (not to be unreasonably withheld, conditioned or delayed), reasonably detailed plans concerning the Improvements to be constructed on the Property. Following the approval of such plans and issuance of a building permit in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the first (1<sup>st</sup>) anniversary of the date of this deed. The foregoing restrictions (the "Deed Restriction"): (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) is not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Deed Restriction to become effective and constitute a deed restriction and covenant running with the Property is deemed to be satisfied in full, and that any requirements of privity of estate are

deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that this restriction and covenant runs with the Property. Without limiting the foregoing Deed Restriction and the Grantee's rights to enforce the same pursuant to all of its rights at law and equity, this Deed and this conveyance are upon the condition subsequent that if Grantee should violate the Deed Restriction after written notice from the Grantor and ninety (90) day opportunity to cure, then Grantor shall thereafter (until such time as such violation is cured) have the right, at the Grantor's sole election, to declare a termination of the title herein granted, by recording a written affidavit of same, signed by the Grantor and recorded in the City of Providence Land Evidence Records, and re-enter and take possession of the Property and thereby terminate and re-vest in Grantor the estate conveyed by this Deed, and such estate shall thereby revert to Grantor. Nevertheless, any re-vesting of title in Seller shall always be subject to and limited by, and shall not defeat, render or limit in any way the lien of any mortgage granted to a bank, credit union, insurance company, or other type of institutional lender; and

D. If Grantee completes construction of the Improvements, obtains a certificate of occupancy for the Property, and commences using the Improvements in the manner required hereunder by the date that is one (1) year following the date of this deed (the "Project"), and provides written notice of same, and reasonable evidence of same, to Grantor by such date, then Grantor shall promptly return to Grantee the \$500.00 good faith deposit currently being held by Grantor. Otherwise, such good faith deposit shall be deemed non-refundable and vested in Grantor, and, additionally, Grantor may, in its sole election, at any time thereafter (unless and until Grantee has completed such Project) enter upon the Property and perform such Project itself, subject to applicable laws, and Buyer shall reimburse the Grantor upon demand for all documented costs of such self-help. Buyer covenants to complete such performance by the above mentioned date, and Grantor's above-described self-help right is in addition to, and not in lieu of, all of Grantor's rights and remedies at law and equity for the failure of Grantee to have completed such performance by the above mentioned date, time being of the essence.

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions and to the covenants and agreements herein contained forever. This conveyance is such that no RIGL 44-30-71.3 withholding is required; The Grantor is a public body, corporate and politic, established under the General Laws of the State of Rhode Island.

*[Signature page follows]*



IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Donald Gralnek, its Executive Director, thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2016.

PROVIDENCE REDEVELOPMENT  
AGENCY

\_\_\_\_\_  
By: Donald Gralnek  
Its: Executive Director

STATE OF RHODE ISLAND        ) SS  
COUNTY OF PROVIDENCE        )

In the City of Providence, in said County and State, on the \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared the above named Donald Gralnek, to me known and known by me to be the Executive Director of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **Exhibit A of Tax Abatement Request**

**Whereas**, the Providence Redevelopment Agency (the "Agency") plays a crucial role in the City of Providence's redevelopment efforts; and

**Whereas**, the Agency strives to assist the City in recouping the maximum amount of outstanding revenue but Council action is needed on occasion to abate outstanding taxes and thereby facilitate redevelopment activities; and

**Whereas**, the City and the Agency wish to establish stable, transparent, and predictable redevelopment procedures including tax abatement strategies.

**Now therefore**, the (the "Agency"), the Treasurer for the City of Providence (the "Treasurer"), and the Tax Collector for the City of Providence (the "Collector") hereby agree to the following process for evaluating properties to be sold by the Agency as of July 1, 2016 and going forward:

1. Prior to the conveyance of title to any Agency property, the Agency will provide a report to the City Council, the Treasurer, and the Collector that will include 1) the party purchasing the property, 2) the sale price, 3) a municipal lien certificate evidencing the current level of outstanding taxes, interest, and penalties, and 4) all other expenses that have been incurred by the Agency or will have been incurred by the Agency (the "Expenses"). Expenses include without limitation acquisition purchase price; condemnation payments; maintenance expenditures; fees for legal, other professional services, or construction services; If the Expenses exceed the sale price, the Agency, with the support of the Treasurer and Collector, will submit a resolution to the Council requesting the timely abatement of all outstanding taxes, interest, and penalties.

2. If the sale price exceeds the Expenses but does not exceed the combined amount of the Expenses and the outstanding taxes, interest, and penalties, the Agency, with the support of the Treasurer and Collector, will submit a resolution to the Council requesting the timely abatement of all outstanding taxes, interest, and penalties. At closing, the gross proceeds from the sale will be distributed in the following order 1) to the Agency in an amount equal to Expenses, and 2) to pay any abated taxes, and 3) any remaining proceeds will be split between the City and the Agency with the City receiving 70% and the Agency receiving 30%, and 4) in special circumstance, the parties will cooperate with each other in good faith to achieve results consistent with the outcomes provided in this memorandum of understanding.

3. If the Expenses are less than the sale price, the Collector will waive all outstanding interest and penalties and the Agency will, prior to conveyance of the title to the property, remit payment to the City in an amount equal to the then outstanding taxes through the date of conveyance of title. At closing, the gross proceeds from the sale will be distributed in the following order 1) to the Agency in an amount equal to the Expenses incurred by the Agency including any and all expenditures for outstanding taxes, 2) to pay any previously abated taxes, if applicable 3) any remaining proceeds will be split between the City and the Agency with the City receiving 70% and the Agency receiving 30%, and 4) in special circumstance, the parties will cooperate with each other in good faith to achieve results consistent with the outcomes provided in this memorandum of understanding.

4. The City Council acting to the provisions in accordance of this agreement shall be the final arbiter of any disputes arising hereunder.

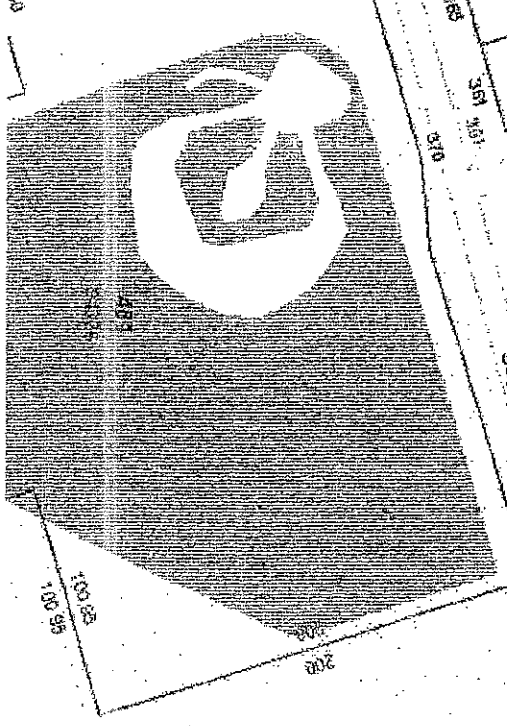
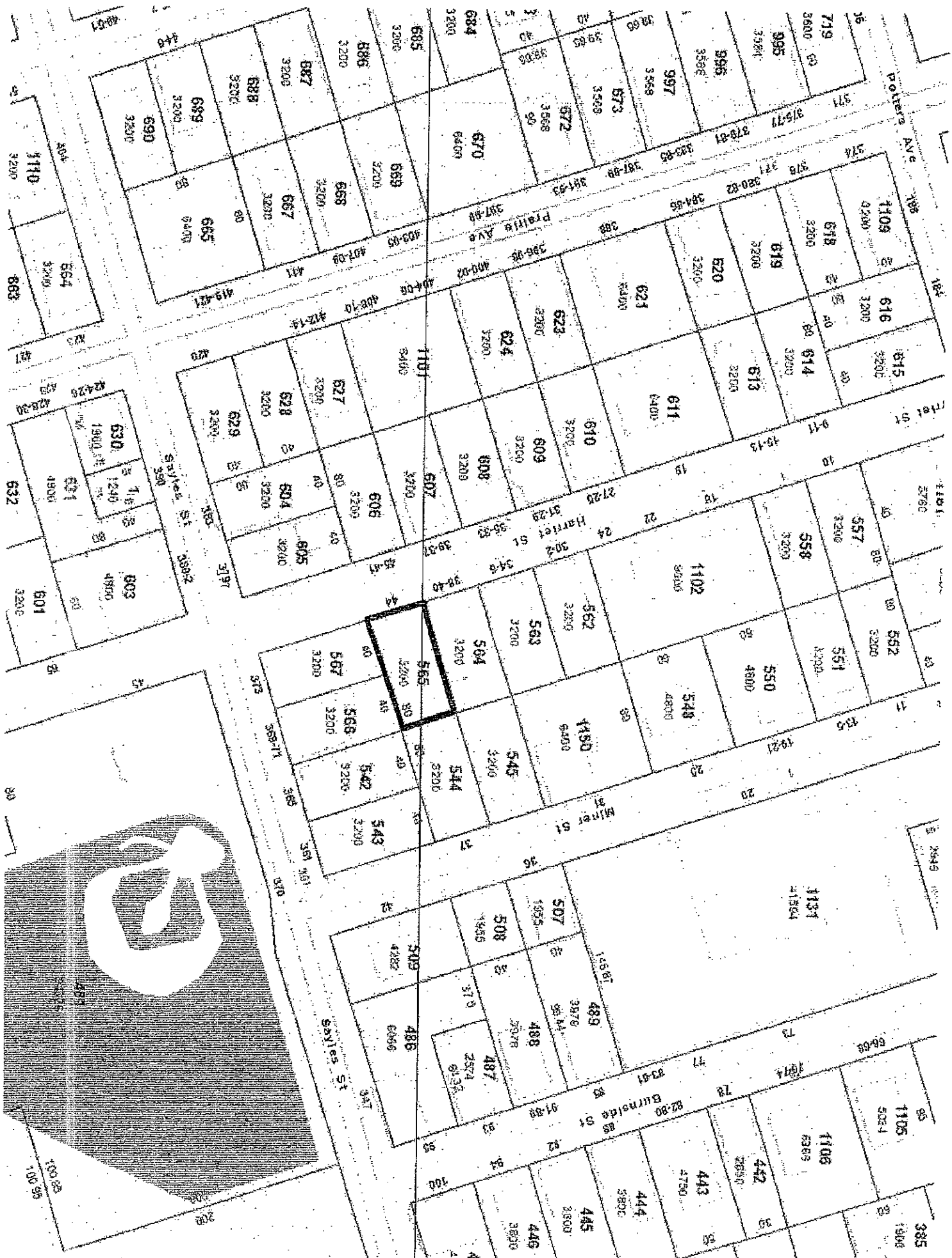
**Tax Abatement Checklist for PRA property**

Address: 44 Harriet  
Plat/Lot: 48/565  
Lot size: 3,200 sq. ft.  
Ward: 10  
Councilperson: Aponte  
Outstanding taxes, fees, and interest: \$3,547.40

Item	Item Information/Notes
<input checked="" type="checkbox"/> Map	Attachment A
<input checked="" type="checkbox"/> Current appraisal of property	N/A
<input checked="" type="checkbox"/> Copy of Environmental reports	N/A
<input checked="" type="checkbox"/> Number of years back taxes owed	3
<input checked="" type="checkbox"/> Acquisition cost	Property acquired under Special Vacant Lot Program
<input checked="" type="checkbox"/> Total PRA Expenses	\$5145.00
Legal Fees	\$1505.00
Landscaping Fees	\$3640.00
<input checked="" type="checkbox"/> Letter of Intent	N/A
<input checked="" type="checkbox"/> P&S	Attachment B
<input checked="" type="checkbox"/> Conflict of Interest	None reported pursuant to sections 34-14-4 and 34-14-6 of the R.I. Gen. Laws.
<input checked="" type="checkbox"/> Plans/Schematics for proposed project	N/A
<input checked="" type="checkbox"/> Purchaser information	Manelik Vallejo
<input checked="" type="checkbox"/> Purchase price	\$5,000.00
<input checked="" type="checkbox"/> Will owner seek TSA	No
<input checked="" type="checkbox"/> Expected rents developer expects	Market rate for single family rental
<input checked="" type="checkbox"/> Will purchaser attend committee meeting	No

Notes: Property acquired under Special Vacant Lots Program. Purchaser intends to construct single family home on the property.

**Attachment A - Map**



**Attachment B – P&S**

## PURCHASE AND SALE AGREEMENT

1. **SALES AGREEMENT:** This agreement (the "Agreement") is made by and between the Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended ("Seller"), with its principal office located at 444 Westminster Street, Providence, Rhode Island, and Manelik Vallejo ("Buyer"), with a mailing address of 96 Bellevue Avenue, Providence, RI 02909. The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, the following property located at 44 Harriet Street, Providence, Rhode Island, and further identified as Lot 565 on Assessor's Plat 48 in the records of the Tax Assessor of the said City of Providence, and more particularly described in Exhibit A attached hereto (the "Property"). This Agreement is subject to such conditions and requirements as are generally applicable to the conveyance of property owned by Seller.

2. **DATE OF THIS AGREEMENT:** For purposes of calculating dates herein that run from the "Date of this Agreement", the Date of this Agreement shall be the date on which Seller signs the Agreement, as set forth next to the Seller's signature below.

If Seller signs this Agreement first, then this Agreement shall not be binding upon Seller unless and until Buyer has signed the Agreement and delivered the signed Agreement to Seller. Until then, Seller may rescind its signature, and thus cancel this Agreement, with the same force and effect as though this Agreement never existed, by giving written notice of such rescission to Buyer.

If Buyer signs this Agreement first, then, in consideration of Seller's time, efforts, and expense to have prepared this Agreement and presented same to Buyer, Seller shall have a period of ten (10) days, following receipt of Buyer's signature, during which it may, if it so elects in its sole discretion, sign this Agreement and return a copy of same to Buyer, and during such time period Buyer may not rescind or cancel its signature. Seller may also sign and return this Agreement to Buyer after such ten (10) day period, and in such event this Agreement shall be binding upon delivery of such signature, provided that Buyer did not rescind its signature by a written notice to Seller delivered after said ten (10) day period.

3. **PURCHASE PRICE:** The Purchase Price for the Property is: Five Thousand Dollars (\$5,000.00).

4. **CLOSING DATE/PLACE:** Closing is to be held on the date that is thirty (30) days following the Date of this Agreement, subject, however, to Section 10(a) hereof. The Closing shall occur at the office of Seller, or at such other time and place as may be agreed to by the parties. The Purchase Price shall be paid made to order as directed by the Seller's closing agent and payable by certified check, wire transfer and/or bank check (provided however that the parties hereto acknowledge that the Closing shall be delayed by however many days as may be necessary for funds provided by bank check or certified check to clear). Payment of the Purchase Price and delivery of deed shall occur at the Closing.



5. **DEPOSIT:** Upon the execution of this Agreement, Five Hundred Dollars (\$500.00) (the "Deposit") shall be tendered to the Seller from the Buyer to be held in escrow by Seller. The Deposit shall be applicable to the Purchase Price, but otherwise non-refundable, except in the event of a Seller default. At the Closing, Buyer shall deposit an additional Five Hundred Dollars (\$500.00) (the "Good Faith Deposit") with Seller, to be held by Seller in escrow in accordance with the terms of the deed attached hereto. The Good Faith Deposit is in addition to the Deposit, and is not applicable to the Purchase Price.

6. **WAIVER OF CONTINGENCIES:** Without limiting any other provision of this Agreement, this Agreement is not contingent upon Buyer's obtaining City, State or Federal housing assistance or any public or private financing of any kind, nor is it contingent upon Buyer entering into a signed commercial lease for the Property. Further, this Agreement is not contingent upon Buyer's satisfaction with any reports, investigations or other due diligence which Buyer may perform with respect to the Property.

7. **INSURANCE/RISK OF LOSS:** The Seller is not obligated to keep the Property insured until the delivery of the deed against any loss or casualty.

8. **FIXTURES/PERSONAL PROPERTY:** Included in this sale as part of the Property are the buildings, structures and improvements now thereon, if any, but not any personal property located on the Property which does not constitute fixtures belonging to Property and/or used in connection therewith, unless Seller elects to include all personal property in the sale. Such improvements and personal property, if any, as contemplated by this Agreement are being sold and transferred in "AS-IS," "WHERE-IS" and "WITH-ALL-FAULTS" AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER.

9. **TITLE:** Seller makes no covenants or warranties as to title whatsoever, and Buyer agrees to accept a Bargain and Sale deed from the Seller as full performance of Seller's obligations hereunder and in consideration of payment of the Purchase Price in full. The Property will be conveyed to the Buyer by a bargain and sale deed from the Seller, conveying all of Seller's interest, if any, in and to the Property, and excepting any easements, restrictions or other encumbrances of any kind, whether of record or otherwise, and all municipal regulations, and containing any restrictions, covenants, good faith deposits, and/or reverters as may be set forth in the Bargain and Sale Deed attached hereto. Notwithstanding anything contained herein to the contrary, Seller shall cause the release of any liens voluntary incurred by the Seller and secured by the Property on or prior to Closing.

10. **TAXES, ADJUSTMENTS, OTHER ASSESSMENTS:**

(a) **Real Estate Taxes:** Seller shall convey the Property free and clear of any delinquent real estate taxes. Notwithstanding anything in this Agreement to the contrary, Seller may satisfy the foregoing requirement by electing to either (a) extend the Closing date until such time that Seller has been able to clear the title of any such delinquent real estate taxes, or (b) pay such taxes (or have the same abated) within six months following the Closing. Real estate taxes for then current tax period shall be adjusted at the Closing between Seller and Buyer in accordance with customary Rhode Island conveyancing procedure.

(b) Adjustments: Rents, fuels, water charges and sewerage charges, if any, shall be apportioned as of the date of the delivery of the deed.

(c) Assessments: Except as provided above regarding real estate taxes, all assessments which constitute a lien on the Property shall be paid or assumed by the Buyer.

(d) Recording Fees/Documentary Stamps/Transaction Costs (including without limitation Seller's attorney's fees): All recording fees (except for recording fees in connection with the Seller recording any discharges, releases, or other documents necessary to deliver title to the Property in accordance with the terms of this Agreement, which recording fees shall be paid by the Seller), transfer taxes, documentary stamps, brokerage commissions, and other transaction costs associated with the transaction contemplated herein shall be paid by Buyer at Closing.

11. **RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION:** Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions, present or proposed, which affect or would affect the use of the Property. Without limiting the foregoing, if any restrictions or legislative/governmental action, rules, laws, or regulations affect Seller's capacity or authority to perform the conveyance of the Property then Seller may, at its election, extend the closing for up to ninety (90) days (upon providing Buyer with notice of its intent to do the same). If those matters affecting the conveyance of the Property are not resolved within said ninety (90) days then this Agreement may be cancelled by either party by written notice prior to the Closing, whereupon this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder.

12. **FOREIGN INVESTMENT IN REAL PROPERTY ACT ("FIRPTA"):** The Seller represents that the Seller is not a foreign person or foreign corporation as defined in FIRPTA and according, that the Buyer will not be required to comply with the withholding requirements of FIRPTA at the closing.

13. **"AS-IS" SALE:** The Property is being sold in "AS-IS" condition, including, without limitation it's "AS-IS" condition as to the environmental condition and physical condition of the Property; any and all title, survey, zoning, subdivision, and other legal and/or physical conditions or attributes of the Property (including the use, occupancy and possession of the Property), and Buyer represents that it has not relied on any representation of the Seller or any of Seller's employees, agents, or representatives, oral or otherwise, as to the character or quality of the Property. Possession of the Property, subject to the rights (if any) of all tenants, occupants and personal possessions (except as may be included pursuant to the terms of Section 8 above) is to be delivered to the Buyer at the time of delivery of the deed. At closing, the Property is to be conveyed in the same condition in which it now is, casualty damage excepted, except for reasonable use and wear.

14. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING:** At the Closing, Seller shall deliver the Bargain and Sale Deed in the form attached hereto as Exhibit B and, if applicable, a non-foreign affidavit executed by Seller, containing such information as is required by Internal Revenue Code and the regulations thereunder.

15. **DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING:** At the Closing Buyer shall deliver to the Seller the Purchase Price, by wire transfer, or in the form of a bank check of a Rhode Island bank or credit union or by check certified by a Rhode Island bank or credit union (subject to the provisions of Section 4 herein), as well as such other instruments and documents as are reasonable and/or customarily provided by purchasers in transactions such as the one contemplated herein.

16. **NOTICES:** All notices as required in this Agreement shall be in writing. All notices are to be conveyed by certified mail, return receipt requested, personal delivery, electronic mail or fax. Notices shall be effective when post marked, upon personal delivery, or upon fax or electronic mail transmittal date. Notices to the Seller shall be sent or delivered to the Seller to the attention of its Executive Director, Donald Gralnek, at the address set forth in Section 1 of this Agreement, with a copy to Seller's attorney, whose mailing address is: DarrowEverett LLP, One Turks Head Place, Suite 1200, Providence, Rhode Island 02903, Attn: Zachary G. Darrow, Esq. Notices to the Buyer shall be sent or delivered to the address set forth in Section 1 of this Agreement, with a copy to Buyer's attorney, whose mailing address is: \_\_\_\_\_ (fill in Buyer's attorney information or if left blank or "NA" then Buyer elects not to be represented by an attorney). Attorneys may give notice on behalf of their client.

17. **DEFAULT:** Upon default by the Buyer or the Seller in the performance of this Agreement, the non-defaulting party may terminate this Agreement by written notice to the defaulting party, and shall be entitled to retain the Deposit, as its sole and exclusive remedy and this Agreement shall thereupon become void and of no further force or effect whatsoever. To be clear, the only instance where Buyer may be entitled to a return of the Deposit, if applicable, is in the event of a Seller default.

18. **ASSIGNMENT AND SURVIVORSHIP:** This Agreement may not be assigned by either party without written consent of the other, in the other's sole and absolute discretion, and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **CONSTRUCTION OF AGREEMENT; MEASURING PERIOD:** This Agreement may be executed in one or more counterparts and each shall be deemed to be an original. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. All references to time periods shall be counted in calendar days. Facsimile and/or .pdf signatures shall be binding as originals. If the end of any time period herein, or if any specified date, falls on a weekend or national or Rhode Island holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

20. **NO RECORDING:** This Agreement may not be recorded in the Land Evidence Records of the City of Providence. In the event Buyer records or causes this Agreement to be recorded in violation of the foregoing prohibition, the Buyer, at Seller's election at any time thereafter, shall be deemed in default hereunder entitling the Seller to the remedies provided

herein for the Buyer's default, as well as such further rights at law and/or in equity as may be available to Seller.

21. **GOVERNING LAW:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Rhode Island and the Code of Ordinances of the City of Providence.

22. **WAIVERS AND EXTENSIONS:** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

23. **BROKERS:** Buyer and Seller each represent and warrant to the other that they have not dealt with any brokers or real estate sale persons with respect to the transaction contemplated by this Agreement, and that no person is entitled to claim a commission or other fee in connection with the transaction contemplated herein, except for Kyle Seyboth of Keller Williams Realty. Buyer and Seller further agree to indemnify and hold harmless the other party and its respective successors and assigns against and from all claims, losses, liabilities and expenses including attorney's fees arising out of any claim by any brokers, consultants, finders or like agents, which are based upon alleged dealings with said parties. The provisions of this action shall survive the closing.

24. **ENTIRE AGREEMENT:** We, the parties hereto, each declare that this instrument contains the entire Agreement between us, subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

*[Signature page follows]*

WITNESS the signatures of the above parties on the date(s) set forth below.

SELLER:

BUYER:

Providence Redevelopment Agency

\_\_\_\_\_  
Name: Donald Gralnek  
Title: Executive Director  
Dated: June \_\_, 2016

\_\_\_\_\_  
Manelik Vallejo  
Dated: June \_\_, 2016

Exhibit A

Legal Description

Exhibit B

Form of Deed

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and Manelik Vallejo of 96 Bellevue Avenue, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of Five Thousand and 00/100 (\$5,000.00) paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this Deed, grant, bargain, sell and convey unto the Grantee and its successors and assigns, under and subject to the covenants and agreements herein contained, any and all of the right, interest and title Grantor may have in and to the real property described in Exhibit A (herein referred to as the "Property"), if any, situated in Providence, Rhode Island. This conveyance is made subject to the following:

A. The applicable building and zoning laws and regulations;

B. Any and all matters affecting the Property, whether of record or otherwise; and

C. The Property shall be used only as a single family dwelling, unless Grantee obtains the written permission of the Grantor, in the Grantor's sole discretion, to allow a different use. Any such permission must be in the form of a written, recordable affidavit signed by the Grantor, and recorded in the City of Providence Land Evidence Records. Furthermore, such use shall commence (if not already commenced and continuing), and any and all improvements reasonably required in order to conduct such use shall have been constructed (such improvements are referred to herein as the "Improvements") by no later than one hundred and eighty (180) days following the issuance of a building permit for the construction of the Improvements. In addition, within ninety (90) days of the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence, for such authority's approval (not to be unreasonably withheld, conditioned or delayed), reasonably detailed plans concerning the Improvements to be constructed on the Property. Following the approval of such plans and issuance of a building permit in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the first (1<sup>st</sup>) anniversary of the date of this deed. The foregoing restrictions (the "Deed Restriction"); (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) is not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Deed Restriction to become effective and constitute a deed restriction and covenant running with the Property is deemed to be satisfied in full, and that any requirements of privity of estate are

deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that this restriction and covenant runs with the Property. Without limiting the foregoing Deed Restriction and the Grantee's rights to enforce the same pursuant to all of its rights at law and equity, this Deed and this conveyance are upon the condition subsequent that if Grantee should violate the Deed Restriction after written notice from the Grantor and ninety (90) day opportunity to cure, then Grantor shall thereafter (until such time as such violation is cured) have the right, at the Grantor's sole election, to declare a termination of the title herein granted, by recording a written affidavit of same, signed by the Grantor and recorded in the City of Providence Land Evidence Records, and re-enter and take possession of the Property and thereby terminate and re-vest in Grantor the estate conveyed by this Deed, and such estate shall thereby revert to Grantor. Nevertheless, any re-vesting of title in Seller shall always be subject to and limited by, and shall not defeat, render or limit in any way the lien of any mortgage granted to a bank, credit union, insurance company, or other type of institutional lender; and

D. If Grantee completes construction of the Improvements, obtains a certificate of occupancy for the Property, and commences using the Improvements in the manner required hereunder by the date that is one (1) year following the date of this deed (the "Project"), and provides written notice of same, and reasonable evidence of same, to Grantor by such date, then Grantor shall promptly return to Grantee the \$500.00 good faith deposit currently being held by Grantor. Otherwise, such good faith deposit shall be deemed non-refundable and vested in Grantor, and, additionally, Grantor may, in its sole election, at any time thereafter (unless and until Grantee has completed such Project) enter upon the Property and perform such Project itself, subject to applicable laws, and Buyer shall reimburse the Grantor upon demand for all documented costs of such self-help. Buyer covenants to complete such performance by the above mentioned date, and Grantor's above-described self-help right is in addition to, and not in lieu of, all of Grantor's rights and remedies at law and equity for the failure of Grantee to have completed such performance by the above mentioned date, time being of the essence.

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions and to the covenants and agreements herein contained forever. This conveyance is such that no RIGL 44-30-71.3 withholding is required; The Grantor is a public body, corporate and politic, established under the General Laws of the State of Rhode Island.

*[Signature page follows]*



IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Donald Gralnek, its Executive Director, thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2016.

PROVIDENCE REDEVELOPMENT  
AGENCY

\_\_\_\_\_  
By: Donald Gralnek  
Its: Executive Director

STATE OF RHODE ISLAND        ) SS  
COUNTY OF PROVIDENCE        )

In the City of Providence, in said County and State, on the \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared the above named Donald Gralnek, to me known and known by me to be the Executive Director of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_