

RESOLUTION OF THE CITY COUNCIL

No. 340

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 106 Julian St., Providence, RI 02905

NOW, THEREFORE, BE IT RESOLVED, That the taxes in the amount of \$9,453.31 (Nine Thousand Four Hundred Fifty-Three Dollars and Thirty-One Cents), assessed upon 106 Julian St., Providence, a 2,233 sq. ft. vacant lot, Assessors Plat: 062 Lot: 037, 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

PRES.

CLERK

I HEREBY APPROVE.

Mayor

Date:

8/5/16

Attachment A

Report

- Plat: 062
- Lot: 0037
- Street Address: 106 Julian Street
- Present Owner: Providence Redevelopment Agency
- Future Owner: Jennifer M. Bonilla
- Conflict of Interest: No known conflicts of interest
- Tax liens:
- Purpose: Parking

ATTACHMENT B

Municipal Lien Certificate

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

\$9,453.31	\$0.00	\$0.00	\$0.00	\$9,453.31	\$8,184.02	\$17,637.33
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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.

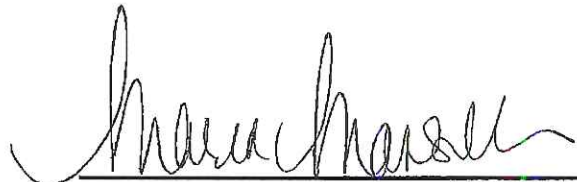
C E R T I F I C A T I O N

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

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	062	0037	0000	106 Julian St	108,763	1

ASSESSED PROVIDENCE Redevelopment Agency
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	\$268.12	\$0.00	\$0.00	\$0.00	\$268.12	\$29.49	\$297.61	Providence Redevelopm
14	RE	\$273.40	\$0.00	\$0.00	\$0.00	\$273.40	\$62.88	\$336.28	Providence Redevelopm
13	RE	\$273.40	\$0.00	\$0.00	\$0.00	\$273.40	\$95.69	\$369.09	Providence Redevelopm
12	RE	\$1,122.56	\$0.00	\$0.00	\$0.00	\$1,122.56	\$0.00	\$1,122.56	Providence Redevelopm
11	RE	\$1,122.56	\$0.00	\$0.00	\$0.00	\$1,122.56	\$662.31	\$1,784.87	Providence Redevelopm
10	RE	\$1,069.40	\$0.00	\$0.00	\$0.00	\$1,069.40	\$759.27	\$1,828.67	Providence Redevelopm
09	RE	\$748.12	\$0.00	\$0.00	\$0.00	\$748.12	\$620.94	\$1,369.06	Providence Redevelopm
08	RE	\$732.36	\$0.00	\$0.00	\$0.00	\$732.36	\$695.74	\$1,428.10	Providence Redevelopm
07	RE	\$705.76	\$0.00	\$0.00	\$0.00	\$705.76	\$755.16	\$1,460.92	Providence Redevelopm
06	RE	\$680.20	\$0.00	\$0.00	\$0.00	\$680.20	\$809.44	\$1,489.64	Providence Redevelopm
05	RE	\$680.20	\$0.00	\$0.00	\$0.00	\$680.20	\$891.06	\$1,571.26	Providence Redevelopm
04	RE	\$667.16	\$0.00	\$0.00	\$0.00	\$667.16	\$954.04	\$1,621.20	Providence Redevelopm
03	RE	\$395.96	\$0.00	\$0.00	\$0.00	\$395.96	\$613.74	\$1,009.70	Providence Redevelopm
02	RE	\$366.60	\$0.00	\$0.00	\$0.00	\$366.60	\$612.22	\$978.82	Providence Redevelopm
01	RE	\$347.51	\$0.00	\$0.00	\$0.00	\$347.51	\$622.04	\$969.55	Providence Redevelopm

PRA property
Tax Abatement Checklist

Address 106 Julian Street Plat/lot 62/37 Ward # 15
Councilwoman Matos

Taxes owed

1 A map showing property /lot lines	x
2 Letter of Intent	
3 Current appraisal of the property	n/a
4 Copy of Environmental reports	n/a
5 How many years of back taxed	15
6 How much city/PRA originally paid for property	
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	n/a
11 Will potential owner be seeking TSA	no
12 Expected rents/mortgage developer expects to receive	n/a
13 Potential owner to attend committee meeting	no

Use of Property: The property will be used for parking
property was taken by condemnation 1998

Expenses /Revenues paid for or to the PRA

Address	Plat/lot	Size	Asking Price	Purchase Price
106 Julian Street	62/37	2,233 sq ft	\$ 5,000.00	\$ 5,000.00
Expenses				
Appraisal Fees	n/a			
Environmental Fees	n/a			
Legal Fees as of April 30, 2016	\$ 1,655.00			
Landscaping (2011-2016)	\$ 3,640.00			
Liens (water supply board)	\$ 1,367.51			
Title search 2000	\$ 175.00			
	\$ 6,837.51			
Revenue				
Lease payments	none			

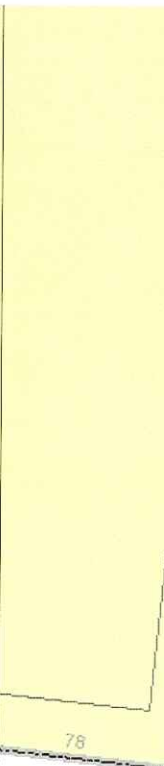
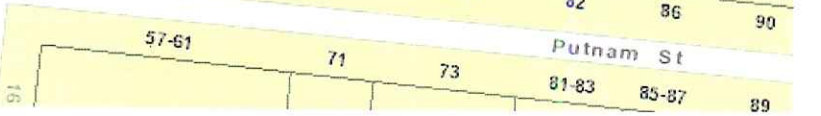
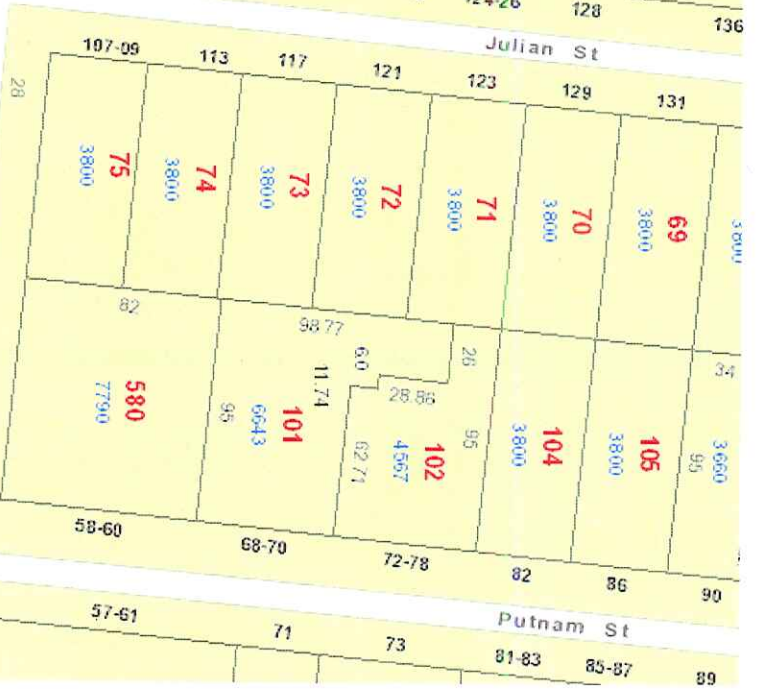
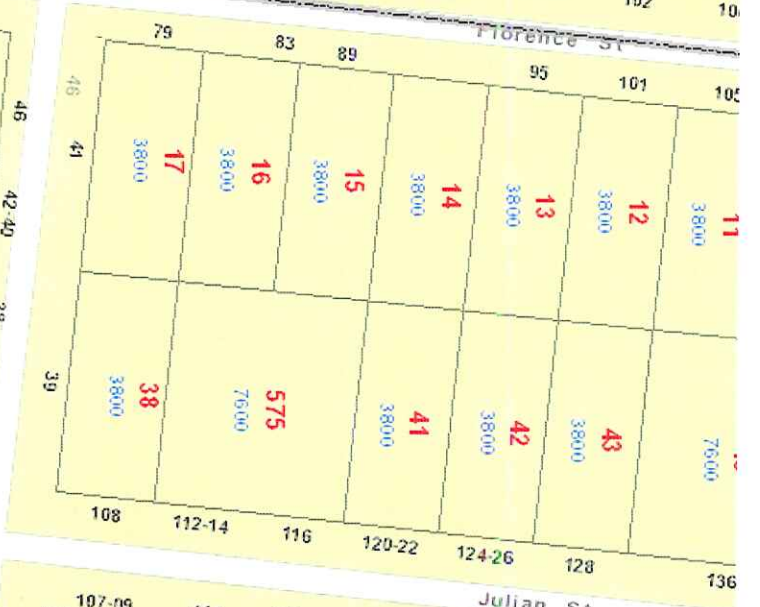
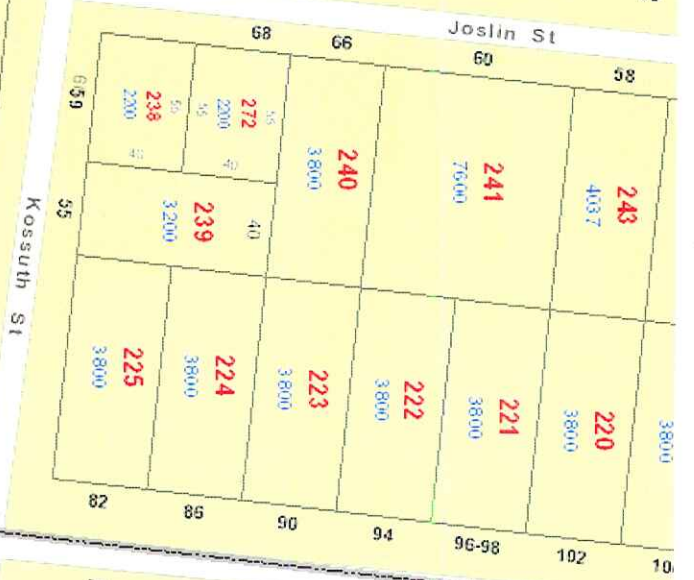
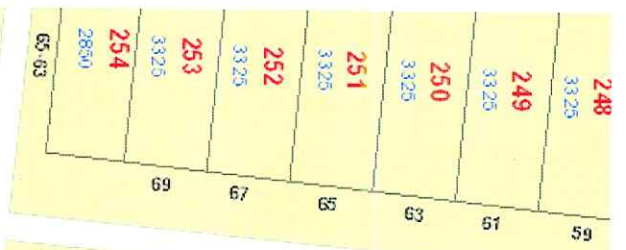


Exhibit A of Tax Abatement Request

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: 106 Julian Street
Plat/Lot: 62/37
Lot size: 2,233 sq. ft.
Ward: 15
Councilperson: Matos
Outstanding taxes, fees, and interest: \$18,021.32

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	15
<input checked="" type="checkbox"/> Acquisition cost	Property taken by condemnation
<input checked="" type="checkbox"/> Total PRA Expenses	\$6,837.51
Liens (Water Supply Board)	\$1,367.51
Title Search in 2000	\$175.00
Legal Fees	\$ 1,655.00
Landscaping Fees	\$ 3,640.00
<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	Property will be used for parking
<input checked="" type="checkbox"/> Purchaser information	Jennifer M. Bonilla
<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	N/A
<input checked="" type="checkbox"/> Will purchaser attend committee meeting	No

Notes: Property taken by condemnation in 1998. Property will be used for parking.

Attachment A - Map



Attachment B – P&S

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this 3rd day of June, 2016 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 JENNIFER M. BONILLA of 60 Julian Street, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars, 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 parking lot subject to all City zoning standards regarding parking lots, 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 completed (such improvements are referred to herein as the "Improvements") by no later than the date of the first (1st) anniversary of the date of this deed. In addition, within three (3) months following the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence for such authority's approvals and permits (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 all permits in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the first (1st) 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

PROPERTY ADDRESS: 106 JULIAN STREET, PROVIDENCE
AP: 62 LOT: 37

TAX \$23,00
DATE 6-22-2016
RECORDED
CITY
056712
RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

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 sixty (60) 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 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]

My Commission Expires:

Exhibit, "A"

That certain tract or parcel of land with all buildings and improvements thereon situated on the Westerly side of Julian Street at the intersection of Kossuth Street and Julian Street in the City of Providence, County of Providence, State of Rhode Island is herein bounded and described;

Beginning at the most Northeasterly corner of the herein described parcel, said corner being the intersection of the Westerly street line of Julian Street and the Southerly street line of Kossuth Street;

Thence proceeding in a Westerly direction along the Southerly street line of Kossuth Street a distance of fifty five and 70/100 (55.70') feet to a point;

Thence turning an interior angle of 90°-21' and proceeding in a Southerly direction a distance of forty and 00/100 (40.00') feet to a point, bounded Westerly by A.P. 62, Lot 31;

Thence turning an interior angle of 89°-38' and proceeding in an Easterly direction a distance of fifty five and 95/100 (55.95') feet to a point on the Westerly street line of Julian Street, bounded Southerly by A.P. 62, Lot 35;

Thence turning an interior angle of 89°-59' and proceeding along the Westerly street line of Julian Street a distance of forty and 00/100 (40.00') to the point and place of beginning, the last herein described course forms an interior angle of 90°-00'-00" with the first herein described course.

BEING Assessors Plat 62, Lot 37 and designated as Lot "98SVLP-06" on "PLAT OF LAND CONDEMNED FOR THE REDEVELOPMENT AGENCY 1998 SPECIAL VACANT LOT PROGRAM (98 SVLP) PHASE 2 98SVLP-01 THROUGH 98SVLP - 06 PURSUANT TO TITLE 45, CHAPTER 31 THROUGH 33 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDED, ENTITLED "REDEVELOPMENT ACT OF 1956" and in accordance with Resolution No. 9490 of the Providence Redevelopment Agency adopted November 12, 1998, which plat is recorded in Plat Book 56 at Page 60 of the Providence Land Evidence Records.

RECEIVED:

Providence
Received for Record
Jun 22, 2016 at 02:06P
Document Num: 00145861
John A Murphy
Recorder of Deeds

Attachment B – P&S

Providence Redevelopment Agency

June 21, 2016

Sale of 106 Julian Street

Providence, RI 02909

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 Jennifer M. Bonilla ("Buyer"), with a mailing address of 60 Julian Street, Providence, RI 02909. The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, the following property located at 106 Julian Street, Providence, Rhode Island, and further identified as Lot 62 on Assessor's Plat 37 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.

(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.

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 Leading Edge. 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}

Buyers
Deposit



POSTAL MONEY ORDER

Serial Number

23511673383

Year, Month, Day
2016-04-26

Post Office
029091

U.S. Dollars and Cents

Amount
Five Hundred Dollars and 00/100 *****
\$500.00

Clerk

1

Pay to
Providence Redemptorist

From
Jennifer M. Bonilla

Address

Agency

Address

60 Julian St

Memo

444 Westminster St
Providence, RI

Providence, RI

© 2016 United States Postal Service. All Rights Reserved.

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

100000080020

23511673383

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the Insuring provisions and Conditions and Stipulations and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.

First American Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A CONTINUED – LEGAL DESCRIPTION

File No.: 2306805

The land referred to in this Commitment is described as follows:

That certain tract or parcel of land with all buildings and improvements thereon situated on the Westerly side of Julian Street at the intersection of Kossuth Street and Julian Street in the City of Providence, County of Providence, State of Rhode Island is herein bounded and described;

Beginning at the most Northeasterly corner of the herein described parcel, said corner being the intersection of the Westerly street line of Julian Street and the Southerly street line of Kossuth Street;

Thence proceeding in a Westerly direction along the Southerly street line of Kossuth Street a distance of fifty five and 70/100 (55.70') feet to a point;

Thence turning an interior angle of 90°-21' and proceeding in a Southerly direction a distance of forty and 00/100 (40.00') feet to a point, bounded Westerly by A.P. 62, Lot 31;

Thence turning an interior angle of 89°-38' and proceeding in an Easterly direction a distance of fifty five and 95/100 (55.95') feet to a point on the Westerly street line of Julian Street, bounded Southerly by A.P. 62, Lot 35;

Thence turning an interior angle of 89°-59' and proceeding along the Westerly street line of Julian Street a distance of forty and 00/100 (40.00') to the point and place of beginning, the last herein described course forms an interior angle of 90°-00'-00" with the first herein described course.

BEING Assessors Plat 62, Lot 37 and designated as Lot "98SVLP-06" on "PLAT OF LAND CONDEMNED FOR THE REDEVELOPMENT AGENCY 1998 SPECIAL VACANT LOT PROGRAM (98 SVLP) PHASE 2 98SVLP-01 THROUGH 98SVLP - 06 PURSUANT TO TITLE 45, CHAPTER 31 THROUGH 33 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDED, ENTITLED "REDEVELOPMENT ACT OF 1956" and in accordance with Resolution No. 9490 of the Providence Redevelopment Agency adopted November 12, 1998, which plat is recorded in Plat Book 56 at Page 60 of the Providence Land Evidence Records.

NOTE: The address of the land referred to herein is not insured by this Policy; it is included only for the benefit of the Company for indexing purposes. Title exceptions, acreage and square footage which may be referenced herein are not insured by this Policy.

This Commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

First American Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

12. Payment of premium at applicable rates and service related fees to First American Title Insurance Company. This Commitment is effective for a period of six (6) months, only, and may only be relied upon by the person for whom it was prepared.
13. Obtain and record discharges, terminations, releases and/or subordinations for the following instruments:
 - a. Obtain and record corrected resolution 9490 (Book 3965 at Page 233) to correct the schedule of Real Property taken by Condemnation as set forth in Book 3965 at Page 265. This schedule lists the locus as Parcel No. 98SVLP#2-09 when it should be 98SVLP#2-06.
 - b. Obtain and record resolution of the Providence Redevelopment Agency authorizing the sale of the locus for \$5,000.00 to Jennifer M. Bonilla and authorizing the Chairman to execute and deliver a deed for same.

NOTE: All matters recited above as requiring recorded discharges, terminations and/or releases which are not as of the date of policy so discharged, terminated and/or released will appear as title exceptions in Schedule B-1 of the Title Policy Issued hereunder.

This Commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



A. Settlement Statement (HUD-1)

OMB No. 2502-0265

B. Type of Loan			6. File Number	7. Loan Number	8. Mortgage Ins Case Number
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHE 3. <input type="checkbox"/> Conv Unins			16-00197		
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv Ins. 6. <input type="checkbox"/> Seller Fin					
7. <input checked="" type="checkbox"/> Cash Sale.					
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name & Address of Borrower Jennifer M. Bonilla 60 Julian Street Providence, RI 02909		E. Name & Address of Seller Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island Section 1108 of the Providence Home Rule Chapter of 1108 444 Westminster Street Providence, RI 02909		F. Name & Address of Lender CASH SALE	
G. Property Location 106 Julian Street, Providence, RI 02909 Block: 106 Julian Street Providence, RI 02909		H. Settlement Agent Name MarLaw Title, Inc. 1599 Smith Street North Providence, RI 02911 401-475-1700 Underwritten By: First American Nebraska I. Settlement Date 6/21/2016 Fund: 6/21/2016			
		Place of Settlement MarLaw Title, Inc. 1599 Smith Street North Providence, RI 02911			
J. Summary of Borrower's Transaction					
100. Gross Amount Due from Borrower					
101. Contract sales price		\$5,000.00			
102. Personal property					
103. Settlement charges to borrower		\$1,403.00			
104.					
105.					
Adjustments for items paid by seller in advance					
106. City property taxes					
107. County property taxes					
108. Assessment Taxes					
109. Sewer Taxes					
110. Fire Taxes					
111. School Taxes					
112.					
113.					
114.					
115.					
116.					
120. Gross Amount Due From Borrower		\$6,403.00			
200. Amounts Paid By Or in Behalf Of Borrower					
201. Deposit or earnest money		\$500.00			
202. Principal amount of new loan(s)					
203. Existing loan(s) taken subject to					
204.					
205.					
206.					
207.					
208.					
209.					
Adjustments for items unpaid by seller					
210. City property taxes					
211. County property taxes					
212. Assessment Taxes					
213. Sewer Taxes					
214. Fire Taxes					
215. School Taxes					
216.					
217.					
218.					
219.					
220. Total Paid By/For Borrower		\$500.00			
300. Cash At Settlement From/To Borrower					
301. Gross Amount due from borrower (line 120)		\$6,403.00			
302. Less amounts paid by/for borrower (line 220)		\$500.00			
303. Cash From Borrower		\$5,903.00			
K. Summary of Seller's Transaction					
400. Gross Amount Due to Seller					
401. Contract sales price		\$5,000.00			
402. Personal property					
403.					
404.					
405.					
Adjustments for items paid by seller in advance					
406. City property taxes					
407. County property taxes					
408. Assessment Taxes					
409. Sewer Taxes					
410. Fire Taxes					
411. School Taxes					
412.					
413.					
414.					
415.					
416.					
420. Gross Amount Due to Seller		\$5,000.00			
500. Reductions in Amount Due to Seller					
501. Earnest money held by seller		\$500.00			
502. Settlement charges to seller (line 1400)		\$523.00			
503. Existing loan(s) taken subject to					
504. Payoff of First Mortgage Loan					
505. Payoff of Second Mortgage Loan					
506.					
507.					
508.					
509.					
Adjustments for items unpaid by seller					
510. City property taxes					
511. County property taxes					
512. Assessment Taxes					
513. Sewer Taxes					
514. Fire Taxes					
515. School Taxes					
516.					
517.					
518.					
519.					
520. Total Reduction Amount Due Seller		\$1,023.00			
600. Cash At Settlement To/From Seller					
601. Gross Amount due to seller (line 420)		\$5,000.00			
602. Less reductions in amt. due seller (line 520)		\$1,023.00			
603. Cash To Seller		\$3,977.00			

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

POC (B) - Paid Outside of Closing by Borrower. POC (S) - Paid Outside of Closing by Seller. POC (L) - Paid Outside of Closing by Lender.

J.M.B.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
Our origination charge	HUD-1 Line Number # 801	\$0.00	\$0.00
Your credit or charge (points) for the specific rate chosen	# 802	\$0.00	\$0.00
Your adjusted origination charges	# 803	\$0.00	\$0.00
Transfer taxes	# 1203	\$0.00	\$0.00
Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	\$0.00	\$83.00
	Total		\$83.00
Increase between GFE and HUD-1 Charges		\$83.00	or 100%
Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001	\$0.00	\$0.00
Daily interest charges	# 901 \$0/day	\$0.00	\$0.00
Homeowner's insurance	# 903	\$0.00	\$0.00

Loan Terms

Your initial loan amount is	
Your loan term is	years
Your initial interest rate is	0%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	<input checked="" type="checkbox"/> includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to The maximum it can ever rise to is
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of due in years on
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of that results in a total initial monthly amount owed of . This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property taxes <input type="checkbox"/> Flood insurance <input type="checkbox"/> </div> <div> <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> <input type="checkbox"/> </div> </div>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

J.M.
J.B.

**Subordinate Form 1099-S
Proceeds from Real Estate Transactions**

Settlement Agent Name and Address	Seller/Transferor's Name and Address
MartLaw Title, Inc. 1599 Smith Street North Providence, RI 02911 401-475-1700	Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island Section 1108 of the Providence Home Rule Chapter of 1108 444 Westminster Street Providence, RI 02909 SSN/Tax ID:

Transaction Information	
Date of Closing	06/21/2016
Gross Proceeds	\$5,000.00
Allocation of Gross Proceeds	\$5,000.00
Buyer's part of real estate tax	\$0.00
Address or legal description (including city, state, and ZIP code)	106 Julian Street Providence, RI 02909
Transferor received or will receive property or services as part of the consideration	No
GF Number	16-00197

- This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

- You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law.

- Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

PROVIDENCE REDEVELOPMENT AGENCY, A MUNICIPAL REDEVELOPMENT AGENCY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF RHODE ISLAND SECTION 1108 OF THE PROVIDENCE HOME RULE CHAPTER OF 1108 By:

Providence Redevelopment Agency *6/21/16*
David G. Glick - Executive Director Date: *6/21/16*

Instructions for Seller/Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040), Capital Gains and Losses. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property; Form 6252, Installment Sale Income; and/or Schedule D (Form 1040). If you received or will receive like-kind property, you must file Form 8824, Like-Kind Exchanges.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.



CLOSING INVOICE

PROPERTY

Address 60 Julian Street
Providence RI 02909

DATE of CLOSING
6/6/2016

SELLERS

Providence Redevelopment Agency

BUYERS

Jennifer Bonilla

COMMISSION BREAKDOWN

SALES PRICE	<u>\$5,000.00</u>
TOTAL COMMISSION	<u>\$500.00</u>
AMOUNT HELD IN ESCROW	<u>\$0.00</u>
EXCESS DEPOSIT DUE SELLER	<u>\$0.00</u>
BALANCE DUE KELLER WILLIAMS	<u>\$500.00</u>

Please make checks payable to:

Federal ID# 20-5512965
Broker License # B14022

Keller Williams Realty Leading Edge
Attention: Market Center Administrator
Office Code: KELW03 *Cumberland*
Office Code: KELW05 *Providence*

Agent Name: Kyle Seyboth

Please send all checks to the address below - Thank you!

Keller Williams Realty Leading Edge
1725 Mendon Road, Suite 201 Cumberland RI 02864

Office: (401) 333-4900

Each Office is Independently Owned and Operated

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this 3rd day of June, 2016 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 JENNIFER M. BONILLA of 60 Julian Street, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars, 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 parking lot subject to all City zoning standards regarding parking lots, 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 completed (such improvements are referred to herein as the "Improvements") by no later than the date of the first (1st) anniversary of the date of this deed. In addition, within three (3) months following the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence for such authority's approvals and permits (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 all permits in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the first (1st) 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

PROPERTY ADDRESS: 106 JULIAN STREET, PROVIDENCE
AP: 62 LOT: 37

RECORDING TAX
0567172

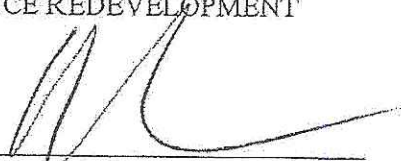
0567172

TAX \$ 23.00
DATE 6-22-2016
RECORDING TAX \$ 0.10

u

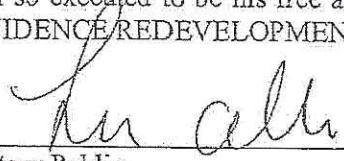
IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Donald Gralnek, its Executive Director, thereunto duly authorized, this 3rd day of June, 2016.

PROVIDENCE REDEVELOPMENT
AGENCY

By: 
Name: Donald Gralnek
Title: Executive Director

STATE OF RHODE ISLAND)
)ss: Providence
COUNTY OF PROVIDENCE)

In the City of Providence, in said County and State, on the 3rd day of June, 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: 9/5/2017

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

[illegible]

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILL NAME
15	RE	\$268.12	\$0.00	\$0.00	\$0.00	\$268.12	\$29.49	\$297.61	Providence Redevelopm
14	RE	\$273.40	\$0.00	\$0.00	\$0.00	\$273.40	\$62.88	\$336.28	Providence Redevelopm
13	RE	\$273.40	\$0.00	\$0.00	\$0.00	\$273.40	\$95.69	\$369.09	Providence Redevelopm
12	RE	\$1,122.56	\$0.00	\$0.00	\$0.00	\$1,122.56	\$0.00	\$1,122.56	Providence Redevelopm
11	RE	\$1,122.56	\$0.00	\$0.00	\$0.00	\$1,122.56	\$662.31	\$1,784.87	Providence Redevelopm
10	RE	\$1,069.40	\$0.00	\$0.00	\$0.00	\$1,069.40	\$759.27	\$1,828.67	Providence Redevelopm
09	RE	\$748.12	\$0.00	\$0.00	\$0.00	\$748.12	\$620.94	\$1,369.06	Providence Redevelopm
08	RE	\$732.36	\$0.00	\$0.00	\$0.00	\$732.36	\$695.74	\$1,428.10	Providence Redevelopm
07	RE	\$705.76	\$0.00	\$0.00	\$0.00	\$705.76	\$755.16	\$1,460.92	Providence Redevelopm
6	RE	\$680.20	\$0.00	\$0.00	\$0.00	\$680.20	\$809.44	\$1,489.64	Providence Redevelopm
05	RE	\$680.20	\$0.00	\$0.00	\$0.00	\$680.20	\$891.06	\$1,571.26	Providence Redevelopm
04	RE	\$667.16	\$0.00	\$0.00	\$0.00	\$667.16	\$954.04	\$1,621.20	Providence Redevelopm
03	RE	\$395.96	\$0.00	\$0.00	\$0.00	\$395.96	\$613.74	\$1,009.70	Providence Redevelopm
02	RE	\$366.60	\$0.00	\$0.00	\$0.00	\$366.60	\$612.22	\$978.82	Providence Redevelopm
01	RE	\$347.51	\$0.00	\$0.00	\$0.00	\$347.51	\$622.04	\$969.55	Providence Redevelopm



Elm Street Title, Inc.

James Anderson / Jonathan Burchett
Report on Title Examination

Property Locus: 106 Julian St., Providence

County: Providence **Plan:** ==

Assessor's Plat 62 **Block** ____ **Lot** 37 **Tenancy:** Corporate

Title In: Providence Redevelopment Agency

By Deed Of: Taking by PRA

Book: 3965 **Page:** 266 **Doc. #** == **S** 11/12/1998 **R** 12/16/1998

Mortgages:

==

Attachments & Liens:

Easements & Restrictions:

==

Remarks:

No open liens found of record

Title Examined From 12/16/1998 **Through** 4/28/15

BK3965PG266

DECLARATION OF THE TAKING OF CERTAIN REAL PROPERTY OR INTEREST THEREIN PURSUANT TO THE PROVISIONS OF CHAPTER 31 THROUGH 33, (INCLUSIVE) OF TITLE 45 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDED, ENTITLED, "REDEVELOPMENT ACT OF 1956", AND IN ACCORDANCE WITH THE PROVISION OF RESOLUTION NO. 9490 OF THE PROVIDENCE REDEVELOPMENT AGENCY ADOPTED November 12, 1998.

WHEREAS, the Providence Redevelopment Agency, a public body, corporate and politic, of the City of Providence, County of Providence, State of Rhode Island pursuant to Chapters 31 through 33 (inclusive) of Title 45 of the General Laws of Rhode Island, 1956, as amended, entitled, "Redevelopment Act of 1956", and by exercise of the power and authority conferred by said Act, adopted its Resolution No. 9490 on November 12, 1998, (which is hereby incorporated herein by reference and made a part hereof as if more fully set forth) wherein and whereby said Providence Redevelopment Agency declared that acquisition of the real property, described in said Resolution in fee simple absolute (except as set forth in said Resolution) is in the public interest and necessary for public use; and

Whereas, the Providence Redevelopment Agency by said Resolution authorized John Rao, Chairman of the Providence Redevelopment Agency, to issue a Declaration on the occasion of the taking.

NOW THEREFORE, pursuant to the provisions of said Act and said Resolution and in conformity therewith, I do declare:

1. That the real property, described in the aforesaid Resolution No. 9490 and shown on a plat entitled, "PLAT OF LAND CONDEMNED FOR THE REDEVELOPMENT OF SPECIAL VACANT LOT PROJECT #2 98 SVLP#2-01 THROUGH 98 SVLP#2-29 PURSUANT TO TITLE 45, CHAPTER 31 THROUGH 33 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDED, ENTITLED "REDEVELOPMENT ACT OF 1956", AND IN ACCORDANCE WITH RESOLUTION NO. 9490 OF THE PROVIDENCE REDEVELOPMENT AGENCY ADOPTED November 12, 1998, is hereby taken in the manner hereinafter set forth by the exercise of the power of eminent domain pursuant to the provision of the "Redevelopment Act of 1956".

2. In conformity with the aforesaid Resolution all real property described and set forth in Resolution No. 9490 and as shown as such on the aforementioned Plat is hereby taken in fee simple absolute except as where provided.

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this 3rd day of June, 2016 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 JENNIFER M. BONILLA of 60 Julian Street, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars, 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 parking lot subject to all City zoning standards regarding parking lots, 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 completed (such improvements are referred to herein as the "Improvements") by no later than the date of the first (1st) anniversary of the date of this deed. In addition, within three (3) months following the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence for such authority's approvals and permits (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 all permits in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the first (1st) 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

PROPERTY ADDRESS: 106 JULIAN STREET, PROVIDENCE
AP: 62 LOT: 37

TAX \$ 23.00
DATE 6-22-2016
RECORDED
CITY OF P.
056712
RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

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 sixty (60) 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

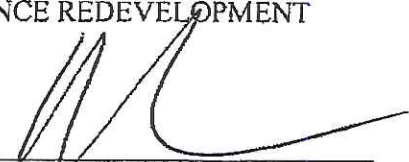
D. If Grantee completes construction of the Improvements and commences using the Improvements in the manner required hereunder by the date that is one (1) year following the date of this deed (the "Project"), and provides written notice of same, and reasonable evidence of same, to Grantor by such date, 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]

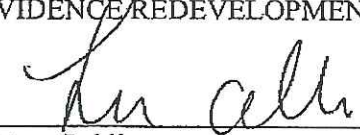
IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Donald Gralnek, its Executive Director, thereunto duly authorized, this 3rd day of June, 2016.

PROVIDENCE REDEVELOPMENT
AGENCY

By: 
Name: Donald Gralnek
Title: Executive Director

STATE OF RHODE ISLAND)
)ss: Providence
COUNTY OF PROVIDENCE)

In the City of Providence, in said County and State, on the 3rd day of June, 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: 9/5/2017

Exhibit, "A"

That certain tract or parcel of land with all buildings and improvements thereon situated on the Westerly side of Julian Street at the intersection of Kossuth Street and Julian Street in the City of Providence, County of Providence, State of Rhode Island is herein bounded and described;

Beginning at the most Northeasterly corner of the herein described parcel, said corner being the intersection of the Westerly street line of Julian Street and the Southerly street line of Kossuth Street;

Thence proceeding in a Westerly direction along the Southerly street line of Kossuth Street a distance of fifty five and 70/100 (55.70') feet to a point;

Thence turning an interior angle of 90°-21' and proceeding in a Southerly direction a distance of forty and 00/100 (40.00') feet to a point, bounded Westerly by A.P. 62, Lot 31;

Thence turning an interior angle of 89°-38' and proceeding in an Easterly direction a distance of fifty five and 95/100 (55.95') feet to a point on the Westerly street line of Julian Street, bounded Southerly by A.P. 62, Lot 35;

Thence turning an interior angle of 89°-59' and proceeding along the Westerly street line of Julian Street a distance of forty and 00/100 (40.00') to the point and place of beginning, the last herein described course forms an interior angle of 90°-00'-00" with the first herein described course.

BEING Assessors Plat 62, Lot 37 and designated as Lot "98SVLP-06" on "PLAT OF LAND CONDEMNED FOR THE REDEVELOPMENT AGENCY 1998 SPECIAL VACANT LOT PROGRAM (98 SVLP) PHASE 2 98SVLP-01 THROUGH 98SVLP - 06 PURSUANT TO TITLE 45, CHAPTER 31 THROUGH 33 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDED, ENTITLED "REDEVELOPMENT ACT OF 1956" and in accordance with Resolution No. 9490 of the Providence Redevelopment Agency adopted November 12, 1998, which plat is recorded in Plat Book 56 at Page 60 of the Providence Land Evidence Records.

RECEIVED:

Providence
Received for Record
Jun 22, 2016 at 02:06P
Document Num: 00145861
John A. Murphy
Recorder of Deeds