

# RESOLUTION OF THE CITY COUNCIL

No. 332

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 368 Blackstone Street, Providence, RI 02907.

NOW, THEREFORE, BE IT RESOLVED, That the taxes in the amount of \$2,112.48 (Two Thousand, One Hundred and Twelve Dollars and Forty-Eight Cents), assessed upon 368 Blackstone Street, Providence, a 2,767 sq. ft. vacant lot, Assessors Plat: 045 Lot: 614, 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

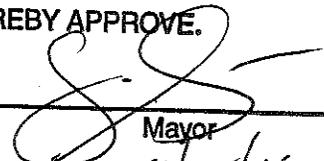
AUG 04 2016

READ AND PASSED

  
\_\_\_\_\_  
PRES.

  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor

Date: 8/5/16

## Attachment A

### Report

- Plat: 45
- Lot: 614
- Street Address: 368 Blackstone Street
- Present Owner: Providence Redevelopment Agency
- Future Owner: Dortu Pupoh
- Conflict of Interest: No known conflicts of interest
- Tax liens:
- Purpose: Side Yard

**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
October 27, 2015	045	0614	0000	368 Blackstone St	106,529	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	\$1,045.96	\$0.00	\$0.00	\$0.00	\$1,045.96	\$41.84	\$1,087.80	Providence Redvelop
14	RE	\$1,066.52	\$0.00	\$0.00	\$0.00	\$1,066.52	\$170.64	\$1,237.16	Providence Redvelop
		\$2,112.48	\$0.00	\$0.00	\$0.00	\$2,112.48	\$212.48	\$2,324.96	

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: City Council  
 St  
 RI


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 JOHN A. MURPHY  
 CITY COLLECTOR  
  
 MARIA MANSOLILLO  
 DEPUTY CITY COLLECTOR

## **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

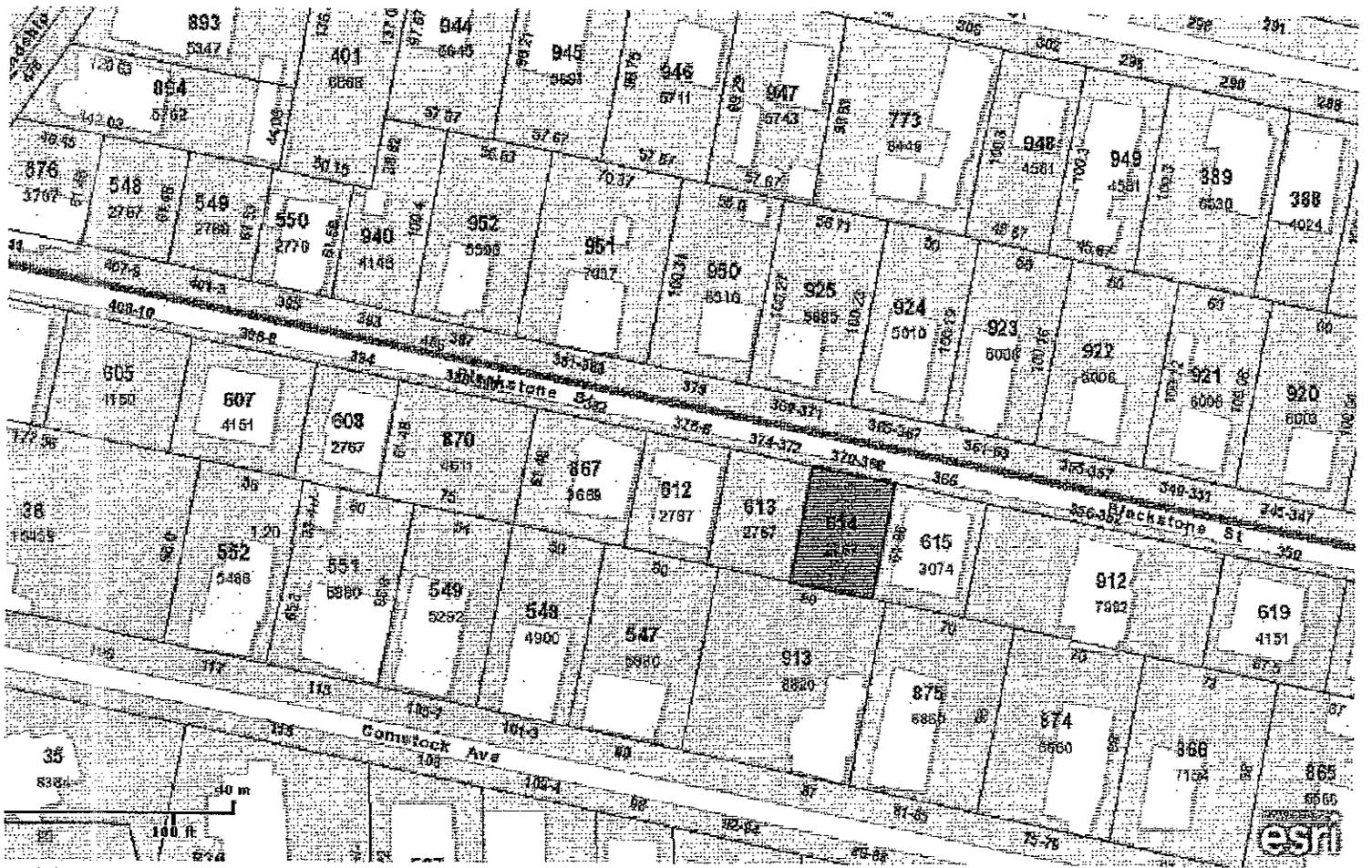
Address: 368 Blackstone  
 Plat/Lot: 45/614  
 Lot size: 2767 sq. ft.  
 Ward: 11  
 Councilperson: Harris  
 Taxes Outstanding: \$3,211.84

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 price paid by City/PRA	Property acquired by Special Vacant Lot Program. Purchase price unknown
<input checked="" type="checkbox"/> Total PRA Expenses	\$5040.00
Legal Fees	\$1200.00
Landscaping Fees	\$3840.00
<input checked="" type="checkbox"/> P&S	Attachment B
<input checked="" type="checkbox"/> Letter of Intent	N/A
<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 to be used as a side yard
<input checked="" type="checkbox"/> Purchaser information	Dortu Pupoh
<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: Lot was obtained in 1995 by means of Special Vacant Lot Program. Lot will be used as a side yard and recreation space.

**Attachment A – Map**

# 368 Blackstone St



pyright 2011 Esri. All rights reserved. Fri Jul 8 2016 09:50:31 AM.

**Attachment B – P&S**

**Providence Redevelopment Agency  
Sale of 368 Blackstone St.  
Providence  
To  
Dortu Pupoh  
August 11, 2015**

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**DARROWEVERETT LLP  
ONE TURKS HEAD PLACE, SUITE 1200  
PROVIDENCE, RI 02903  
TEL. 401-453-1200**

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  <b>SETTLEMENT STATEMENT</b>		<b>B. TYPE OF LOAN:</b> 1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> CONV. UNINS.    4. <input type="checkbox"/> VA    5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: PRA368BLACKSTONE 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:		
<b>C. NOTE:</b> 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 "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
<b>D. NAME AND ADDRESS OF BORROWER:</b>  Doroti Pupoh 368 Blackstone Street Providence, RI 02907		<b>E. NAME AND ADDRESS OF SELLER:</b>  Providence Redevelopment Agency 444 Westminster Street Providence, RI 02903		<b>F. NAME AND ADDRESS OF LENDER:</b>
<b>G. PROPERTY LOCATION:</b> 368 Blackstone Street Providence, RI 02907 Providence County, Rhode Island		<b>H. SETTLEMENT AGENT:</b> Darrow Everett, LLP  <b>PLACE OF SETTLEMENT</b> One Turkshead Place, Suite 1200 Providence, RI 02903		<b>I. SETTLEMENT DATE:</b>  August 11, 2015
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>			<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>			<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract Sales Price 4,000.00			401. Contract Sales Price 4,000.00	
102. Personal Property			402. Personal Property	
103. Settlement Charges to Borrower (Line 1400) 661.00			403.	
104.			404.	
105.			405.	
<i>Adjustments For Items Paid By Seller in advance</i>			<i>Adjustments For Items Paid By Seller in advance</i>	
105. City/Town Taxes to			406. City/Town Taxes to	
107. County Taxes to			407. County Taxes to	
108. Assessments to			408. Assessments to	
109.			409.	
110.			410.	
111.			411.	
112.			412.	
120. GROSS AMOUNT DUE FROM BORROWER 4,661.00			420. GROSS AMOUNT DUE TO SELLER 4,000.00	
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>			<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit or earnest money			501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)			502. Settlement Charges to Seller (Line 1400) 418.40	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to	
204.			504. Payoff of first Mortgage	
205.			505. Payoff of second Mortgage	
206.			506.	
207.			507.	
208.			508.	
209.			509.	
<i>Adjustments For Items Unpaid By Seller</i>			<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to			510. City/Town Taxes to	
211. County Taxes to			511. County Taxes to	
212. Assessments to			512. Assessments to	
213.			513.	
214.			514.	
215.			515.	
216.			516.	
217.			517.	
218.			518.	
219.			519.	
220. TOTAL PAID BY/FOR BORROWER			520. TOTAL REDUCTION AMOUNT DUE SELLER 418.40	
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>			<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
301. Gross Amount Due From Borrower (Line 120) 4,661.00			601. Gross Amount Due To Seller (Line 420) 4,000.00	
302. Less Amount Paid By/Fo Borrower (Line 220) ( )			602. Less Reductions Due Seller (Line 520) ( 418.40)	
303. CASH ( X FROM ) ( TO ) BORROWER 4,661.00			603. CASH ( X TO ) ( FROM ) SELLER 3,581.60	

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

*AKG* *Stiller*

L SETTLEMENT CHARGES				Paid From BORROWERS	Paid From SELLERS
700. TOTAL COMMISSION Based on Price \$ 4,000.00 @ 10.0000 % 400.00					
Division of Commission (line 700) as Follows:					
701. \$ 400.00	to	Sweeney Real Estate			
702. \$	to				
703. Commission Paid at Settlement					
704.	to			400.00	
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@ \$	/day ( days %)		
902. MIP Totals for Life of Loan	for	months to			
903. Hazard Insurance Premium for	years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City/Town Taxes	months @ \$		per month		
1004. County Taxes	months @ \$		per month		
1005. Assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to	DarrowEverett, LLP		450.00	
1102. Abstract or Title Search	to				
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fees	to				
(includes above item numbers: )					
1108. Title Insurance	to	Chicago Title		100.00	
(includes above item numbers: )					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	4,000.00	100.00		
1111. Recording Fee	to	DarrowEverett, LLP		25.00	
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 86.00; Mortgage \$ ; Releases \$				86.00	
1202. City/County Tax/Stamps: Deed 18.40; Mortgage					18.40
1203. State Tax/Stamps: Deed ; Mortgage					
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				661.00	418.40

Certified to be a true copy.

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower

*Dorin Pupoh*  
Dorin Pupoh

Seller

Providence Redevelopment Agency

By: *Donald Galnek*  
Its: Executive Director

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

*John Everett*  
DarrowEverett, LLP, Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

AGREEMENT OF TAX ABATEMENT

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 (hereinafter referred to as the "Seller"), with its principal office located at 444 Westminster Street, Providence, Rhode Island, and Dortu Pupoh (hereinafter referred to as the "Buyer"), with a mailing address of 366 Blackstone Street, Providence, Rhode Island.

The Seller has agreed to sell to the Buyer property known as 368 Blackstone Street in Providence, Rhode Island and further identified as Lot 45 on Assessor's Plat 614 in the records of the Tax Assessor of the City of Providence.

Whereas, the herein property to be conveyed is subject to delinquent taxes to the City of Providence as of the date of this Agreement, for tax year 2014 in the amount of \$1,215.83 and 2015 in the amount of \$1,066.88;

Whereas, the Providence Redevelopment Agency hereby agrees to have the delinquent taxes to the City of Providence for 2014 and 2015 abated by the City Council of the City of Providence within six (6) months from the date of the recordation of the deed from the Providence Redevelopment Agency to Dortu Pupoh;

Whereas, upon abatement of such taxes completed, the Buyer at such time will be responsible for all taxes due to the City of Providence from such date of abatement.

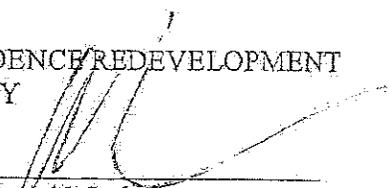
Therefore, it is hereby agreed between the parties that the property known as 368 Blackstone Street in Providence, Rhode Island shall convey subject to such delinquent taxes and the Providence Redevelopment Agency shall have all taxes for 2014 and 2015 abated on such property within six (6) months of closing.

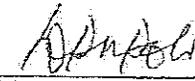
Dated this 11th day of August, 2015.

Seller:

Buyer:

PROVIDENCE REDEVELOPMENT  
AGENCY

By:   
Its: Executive Director

  
By: Dortu Pupoh

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In the City of Providence, in said County and State, on the 11th day of August, 2015, before me personally appeared 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 *Darcy A. Charlson*

My Commission Expires On: *February 13, 2016*

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In the City of Providence, in said County and State, on the 11<sup>th</sup> day of August, 2015, before me personally appeared Dortu Pupoh, to me known and known by me, and he acknowledged the foregoing instrument by him so executed to be his free act and deed.

  
Notary Public

My Commission Expires On  
MARY BOYCE-MC C R A I T H  
Notary Public of Rhode Island  
My Commission Expires Nov. 27, 2017  
Commission No. 75118

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this 11<sup>th</sup> day of August, 2015 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 Dortu Pupoh (hereinafter the "Grantee"), and for and in consideration of the sum of Four Thousand and 00/100 Dollars (\$4,000.00) 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, including without limitation redevelopment plan (a such term is defined in R.I.G.L. §45-31-8) affecting the Property, whether of record or otherwise; and
- C. The Property shall be restricted to be used for the purposes of beautification purposes and shall be landscaped, kept in clean and orderly condition, installation of fencing and the merging of 368 Blackstone Street with the property of the abutting property known as 366 Blackstone Street, 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 by no later than one hundred and eighty (180) days from the date of this deed, including the application for all permits, plans and specifications with the City of Providence. In addition, within one hundred twenty (120) days following the initial one hundred and eighty days (180), for a total of 300 days, and after all landscaping and installation of fencing, Grantee shall merge lots located at 366 Blackstone Street and 368 Blackstone Street in Providence. Grantee shall provide to the Grantor copies of the Deed merging both lots to the Grantor 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

TAX \$ 18,400  
 DATE 8-17-2015  
 RECORD # 0.0  
 054628  
 RHODE ISLAND  
 REAL ESTATE CONVEYANCE TAX

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 performs the following at the Property: Landscaping and beautification including the installation of fencing, pursuant to plans and specifications previously submitted by Grantee to Grantor by the date that is nine (9) months following the date of this deed (known as 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 \$400.00 good faith deposit currently being held by Grantor. Should the Grantee not comply with the foregoing terms, such good faith deposit shall be deemed non-refundable and be vested in Grantor. 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.

E. Promptly after completion of the improvements necessary to satisfy the Deed Restriction (the "Improvements") pursuant to and in accordance with this deed, Grantor shall furnish the Grantee with a Certificate of Completion. The Grantor shall issue a Certificate of Completion, in a form suitable for recording, within thirty (30) days of receipt of satisfactory proof as to the completion of the Improvements and the merger of the Property with Grantee's abutting property. Grantee shall adhere to the terms set forth in this deed for a period of sixty (60) months from the date of recordation of this deed at which time the Grantor shall terminate the reverter and deed restrictions.

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]



LEGAL DESCRIPTION

That certain lot or parcel of real estate together with all the buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, on the southwesterly side of Blackstone Street and laid out and delineated as Lot No. 12 (twelve) on that Plat entitled "Plan of Land belonging to the heirs of Thomas Snow Dec'd Surveyed by John Howe April 1879" and recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 15 at Page 16 and (copy) on Plat Card No. 545.

Said lot bounds northeasterly on Blackstone Street forty-five (45) feet and holding that width extends southwesterly therefrom sixty-one and 48/100 (61.48) feet, more or less, bounding southeasterly on land now or lately of Mamie Levin, southwesterly in part on land now or lately of Florence M. Place and in part by land now or lately of Edward H. Norris and wife and northwesterly by land now or lately of Wilbur Hazard.

Property Address:

368 Blackstone Street  
Providence, RI 02907  
AP: 45 Lot: 614

Grantee's Address:

366 Blackstone Street  
Providence, RI 02907

RECEIVED

Providence  
Received for Record  
AUG 17 2015 at 11:27A  
Document Num: 00124549  
John A. Murphy  
Recorder of Deeds



# Chicago Title Insurance Company

450 Veterans Memorial Parkway, Suite 900  
East Providence, Rhode Island 02914  
Ph: (401)431-0900 Fax: (401)431-0934

## RESIDENTIAL TITLE AFFIDAVIT TO BE SIGNED BY SELLER AND/OR MORTGAGOR IN CONNECTION WITH TITLE INSURANCE POLICY TO BE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

### FOR RESIDENTIAL MORTGAGE PURPOSES ONLY

Subject property is located at 368 Blackstone Street in Providence, Rhode Island and is also identified on the Providence Tax Assessor's Plat 45, Lot Plat 45, Lot 614 and as Lot No. 614 on Plat Entitled recorded on Plat Card 545 or in of the Providence County Land Evidence Records (hereinafter "Subject Premises"); and that title to said subject premises is vested in:

Providence Redevelopment Agency

Now, therefore, the Seller(s) on oath depose(s) and say(s) as follows:

I/We have owned the Property now being sold or mortgaged by me/us continuously for 29 years last past, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do I/we know of any fact by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said subject premises might be asserted adversely against me/us, and more particularly:

1. No party other than Seller(s)/Mortgagor(s) is in possession of all or any portion of the subject premises above described under any unrecorded lease, tenancy at will, or otherwise.
2. The Seller(s)/Mortgagor(s) during the time of ownership of the subject premises above described has/have conveyed no portion of the subject premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the subject premises.
3. The Seller(s)/Mortgagor(s) has/have allowed no encroachments on the subject premises above described by any adjoining land owner(s) nor has/have the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Mortgagor(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
5. The Seller(s)/Mortgagor(s) at present, and for a period of 200 days past has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any materials to be delivered to the premises.
6. The Seller(s)/Mortgagor(s) has/have no knowledge of any old highways, abandoned roads, lanes, cemeteries, or family burial grounds, springs, streams, rivers, ponds or lakes bordering or running through said premises.

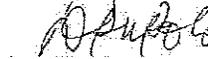
Providence Redevelopment Agency

By: Donald Gralhek  
Its: Executive Director

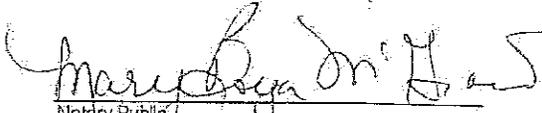
Subscribed and sworn to before me, this 11th day of August, 2015.

  
 Notary Public  
 Print Name: Darcy A. Charleson  
 My Commission Expires: February 13, 2016

In order to induce the Company to remove said exceptions, the undersigned, Dortu Pupoh, Buyer(s) of the subject premises (hereinafter "Buyer(s) on oath depose(s) and say(s) that Buyer(s) has/have read the contents of Seller(s)/Mortgagor(s) Affidavit above, has/have viewed the subject premises, and know(s) of no facts which would contradict the contents of said Affidavit.

  
Dortu Pupoh

Subscribed and sworn to before me, this 11th day of August, 2015.

  
 Notary Public  
 Print Name:  
 My Commission Expires:

MARY BOYCE-McGRATH  
 Notary Public of Rhode Island  
 My Commission Expires Nov. 27, 2017  
 Commission No. 75118

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2015**  
 OMB No. 1545-0997

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**

DarrowEverett, LLP  
 One Turkshead Place, Suite 1200  
 Providence, RI 02903  
 (401)453-1200

Filer's Federal Tax ID Number:

File Number: PRA368BLACKSTONE

**SELLER/TRANSFEROR'S NAME AND ADDRESS**

Providence Redevelopment Agenc  
 444 Westminster Street  
 Providence, RI

Transferor's Federal Tax ID Number: \_\_\_\_\_

1) Date of Closing:  August 11, 2015	2) Gross Proceeds:  4000.00	4) X here if property or services received:	5) Buyer's part of real estate tax:
3) Address or Legal Description: 368 Blackstone Street/Providence RI			

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 MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED CORRECTLY. UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT FEDERAL TAX IDENTIFICATION NUMBER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT REQUIRED BY LAW TO PROVIDE DARROWEVERETT, LLP WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE DARROWEVERETT, LLP WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

\_\_\_\_\_  
 Date 8/11/15

**Instructions for Transferor**

You MUST enter your Federal Tax Identification Number above.

Sign and return a copy of this form immediately to DarrowEverett, LLP.

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 2015 instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

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
- You received a federal mortgage loan 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.
- You received a federal mortgage loan 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, and the income for the year you sold or disposed of your home was over a specified

This will increase your tax. See Form 8828 and Pub.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.

## 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 1930, as amended ("Seller"), with its principal office located at 444 Westminster Street, Providence, Rhode Island, and Dortu Pupoh ("Buyer"), with a mailing address of 366 Blackstone Street, Providence, RI. The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, the following property located at 363 Blackstone Street, Providence, Rhode Island, and further identified as Lot 45 on Assessor's Plat 614 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: Four Thousand and 00/100 Dollars (\$4,000.00).

4. CLOSING DATE/PLACE: Closing is to be held on the first day 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, Four Hundred Dollars (\$400.00) (the "Deposit") shall be tendered to the Seller from the Buyer to be held in escrow by the seller. Such deposit will be used as a good faith deposit under the terms of set forth in the deed. The deposit will not be applied to the purchase price of the property at closing.

6. WAIVER OF MORTGAGE CONTINGENCY: This Agreement is not contingent upon Buyer's obtaining financing.

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. ~~Buyer may conduct or cause to be conducted, an examination of title to the Property at Buyer's~~ sole expense prior to the Closing. Buyer shall notify Seller in writing of any defects in the title disclosed by such examination within fifteen (15) days of the date of this Agreement. Seller may, at Seller's sole discretion, elect to remove or otherwise address any such defects, in which event Seller will notify Buyer of such decision in writing within ten (10) days after receipt of Buyer written title objection notice. However, Seller has absolutely no obligation to remove or otherwise address any defects. If Seller has not sent such written notice to Buyer within such ten (10) day period then Seller be deemed to have elected not to remove or otherwise address any such defects. If Seller elects not to remove or otherwise address any such defects then Buyer shall have the option to: (a) accept such title as Seller is able or willing to convey without abatement or reduction of the Purchase Price; or (b) cancel this Agreement by written notice to Seller prior to the Closing, whereupon the Deposit paid by Buyer shall be returned to Buyer and this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder. 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.

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, transfer taxes, documentary stamps, and other transaction costs associated with the transaction contemplated herein shall be paid by Buyer at Closing, including without limitation Seller's attorney's fees.

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 the Deposit paid by Buyer shall be returned to Buyer and 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 § 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) and 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:

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.

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 including, without limitation, the right to retain the Deposit.

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 Sweeney Real Estate. 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:

Title:

Date Signed: \_\_\_\_\_, 20\_\_\_\_

Name:

Title:

Date Signed: 7/2, 2015

DORIS AUPON

Approved as to form and correctness:

Name: Jeffrey Dana

Title: City Solicitor

Exhibit A

Legal Description

That certain lot or parcel of real estate together with all the buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, on the southwesterly side of Blackstone Street and laid out and delineated as Lot No. 12 (twelve) on that Plat entitled "Plan of Land belonging to the heirs of Thomas Snow Dec'd Surveyed by John Howe April 1879" and recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 15 at Page 16 and (copy) on Plat Card No. 545.

Said lot bounds northeasterly on Blackstone Street forty-five (45) feet and holding that width extends southwesterly therefrom sixty-one and  $48/100$  (61.48) feet, more or less, bounding southeasterly on land now or lately of Mamie Levin, southwesterly in part on land now or lately of Florence M. Place and in part by land now or lately of Edward H. Norris and wife and northwesterly by land now or lately of Wilbur Hazard.

Exhibit B

Form of Deed

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this \_\_\_ day of \_\_\_\_\_ 2015 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 Dortu Pupoh (hereinafter the "Grantee"), and for and in consideration of the sum of Four Thousand and 00/100 Dollars (\$4,000.00) 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, including without limitation any redevelopment plan (a such term is defined in R.I.G.L. §45-31-8) affecting the Property, whether of record or otherwise; and

C. The Property shall be restricted to be used for the purposes of beautification purposes and shall be landscaped and will install fencing and further merged into the property of the abutting property known as 366 Blackstone Street, 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 by no later than one hundred and eighty (180) days from the date of this deed, including the application for all permits, plans and specifications with the City of Providence. In addition, within one hundred twenty (120) days, for a total of 300 days, and after all landscaping and installation of fencing, Grantee shall merge lots located at 366 Blackstone Street and 368 Blackstone Street in Providence. Grantee shall provide to the Grantee copies of the Deed merging both lots to the Grantor. 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 performs the following at the Property: Landscaping and beautification including the installation of fencing, *pursuant to plans and specifications previously submitted by Grantee to Grantor* by the date that is nine months (9) 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 \$400.00 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.

E. Promptly after completion of the improvements necessary to satisfy the Deed Restriction (the "Improvements") pursuant to and in accordance with this deed, Grantor shall furnish the Grantee with a Certificate of Completion. The Grantor shall issue a Certificate of Completion, in a form suitable for recording, within thirty (30) days of receipt of satisfactory proof as to the completion of the Improvements and the merger of the Property with Grantee's abutting property. The certificate shall be a conclusive determination of satisfaction and termination of the Deed Restriction.

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]*



EXHIBIT "A"

To Bargain & Sale Deed

That certain lot or parcel of real estate together with all the buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, on the southwesterly side of Blackstone Street and laid out and delineated as Lot No. 12 (twelve) on that Plat entitled "Plan of Land belonging to the heirs of Thomas Snow Dec'd Surveyed by John Howe April 1879" and recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 15 at Page 16 and (copy) on Plat Card No. 545.

Said lot bounds northeasterly on Blackstone Street forty-five (45) feet and holding that width extends southwesterly therefrom sixty-one and  $48/100$  (61.48) feet, more or less, bounding southeasterly on land now or lately of Mamie Levin, southwesterly in part on land now or lately of Florence M. Place and in part by land now or lately of Edward H. Norris and wife and northwesterly by land now or lately of Wilbur Hazard.

Property Address:

368 Blackstone Street  
Providence, RI 02907  
AP: 45 Lot: 614

Grantee's Address:

366 Blackstone Street  
Providence, RI 02907



# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

BY

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company



By: *[Signature]* President

ATTEST: *[Signature]* Secretary

Countersigned: \_\_\_\_\_  
Authorized Signature

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

Title Number: PRA368BLACKSTONE

1. Effective Date: July 1, 2015 at 08:00 AM  
Revised Date:

2. Policy (or Policies) to be issued:

**Owner's Policy Amount**

\$4,000.00

a. OWNER'S POLICY: ALTA Own. Policy (06/17/06)

Proposed Insured:  
Dortu Pupoh

**Lender's Policy Amount**

b. LOAN POLICY: ALTA Loan Policy (06/17/06)

Proposed Insured:

3. The estate or interest in the Land described or referenced to in this Commitment and covered herein is Fee Simple and thereto is at the effective date hereof vested in.

Providence Redevelopment Agency

4. The Land referred to in this Commitment is described on the description sheet next attached herein.

Address: 368 Blackstone Street

Lot Number: Plat 45, Lot 614

Subdivision:

City/Town: Providence

County: Providence

State: Rhode Island

This Commitment is invalid unless a signed ALTA 2006 Commitment Jacket and Schedules A and B are attached.

Commitment (Schedule A)

(PRA368BLACKSTONE.PFD/PRA368BLACKSTONE/1)

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - SECTION 1**  
**Requirements**

Title Number: PRA368BLACKSTONE

The following requirements must be complied with prior to the policy being issued:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Evidence that all outstanding real estate taxes, water, sewer, and other municipal charges and assessments are paid to date, and payment of all such outstanding taxes, charges and assessments in order to complete and/or modify Item No. 2 of Schedule B - Section 2 hereof.
4. Duly executed Title/Owner's Affidavit.
5. Payment to the Company of service-related fees, and of the premium at the applicable rates. 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.
6. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the Amount of Insurance in said policy. ~~Until the Amount of~~ Insurance of the policy to be issued is determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment and every person relying on this Commitment, the Company cannot be required to approve any such valuation in excess of \$1,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.
7. Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, then all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

This Commitment is invalid unless a signed ALTA 2006 Commitment Jacket and Schedules A and B are attached

Commitment (Schedule B-Section 1)

(PRA368BLACKSTONE.PFD/PRA368BLACKSTONE/1)

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - SECTION 2**  
**Exceptions**

Title Number: PRA368BLACKSTONE

Schedule B of the policy or policies to be issued will contain Special Exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes to the City of Providence on the Grand List of October 1, 2016 and subsequent lists, however, this policy insures that said taxes are current and the next payment is not yet due and payable.
3. Rights, facts, interests or claims of present tenants, lessees or parties in possession which are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
4. Any liability for mechanics' or materialmen's liens.
5. Any encroachment, encumbrance, violation, variation, adverse circumstance or other state of facts affecting the title that would be disclosed by an accurate and complete survey of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.

*Note: This exception is hereby deleted if the policy to be issued is an ALTA Expanded Coverage Residential Loan Policy (10/13/01).*

6. The exact acreage or square footage of the premises will not be insured.
7. The Owner's Policy issued pursuant hereto will be subject to the mortgage, if any, shown in Schedule A thereof and will contain the Exceptions from Coverage set forth in this Schedule B - Section 2. The Loan Policy issued pursuant hereto (other than an ALTA Expanded Coverage Residential Loan Policy (10/13/01)) will contain the Schedule B Exceptions from Coverage 1, 2 and 3 unless the requirements set forth in paragraphs 4 and 5 of Schedule B - Section 1 hereof are satisfied.
8. There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following: "...but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable, state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law."
1. Real estate taxes to the City of Providence for 2015 and all prior years, abated by the City of Providence through the date of this policy. All subsequent taxes will be due and payable by the Owner of said policy.

This Commitment is invalid unless a signed ALTA 2008 Commitment Jacket and Schedule A and B are attached  
Commitment (Schedule B-Section 2)

(PRA368BLACKSTONE.PFD/PRA368BLACKSTONE/1)

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A  
Legal Description

Title Number: PRA368BLACKSTONE

That certain lot or parcel of real estate together with all the buildings and improvements thereon, situated the City of Providence and State of Rhode Island, on the southwesterly side of Blackstone Street and laid and delineated as Lot No. 12 (Twelve) on that Plat entitled "Plan of Land Belonging to the Heirs of Thomas Snow Dec'd. Surveyed by John Howe April 1879" and recorded in the Office of the Recorder of Deeds in Providence in Plat Book 15 at Page 16 and (copy) on Plat Card No. 545.

Said lot bounds northeasterly on Blackstone Street Forty - Five (45.00) feet and holding that width extend southwesterly therefrom Sixty - One and 48/100 (61.48) feet, more or less, bounding southeasterly on land now or lately of Mamie Levin, southwesterly in part on land now or lately of Edward H. Norris and wife and northwesterly on land now or formerly of Wilbar Hazard.

Commitment (Schedule A-Legal Description)

(PRA368BLACKSTONE.PFD/PRA368BLACKST

## 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 acquires 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 the Exclusions from Coverage in 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>>.



# Elm Street Title, Inc.

James Anderson / Jonathan Burchett  
**Report on Title Examination**

Property Locus: 368 Blackstone St., Providence

County: Providence Plan: ==

Assessor's Plat 45 Block \_\_\_\_\_ Lot 614 Tenancy: Corporate

Title In: Providence Redevelopment Agency

By Deed Of: The City Treasurer and the City Collector of the City of Providence

Book: 1979 Page: 228 Doc. # -- S 2/23/1989 R 2/23/1989

Mortgages:

==

Attachments & Liens:

\_\_\_\_\_

Easements & Restrictions:

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Remarks:

There are two real estate memos recorded against PRA, but the book is now missing: REM Book 87, Page 1292 (dated 4/27/89); REM Book 87, Page 1296 (dated 4/27/89). It is not clear what these REMs are in regards to.

Title Examined From 2/23/1989 Through 4/28/15



## TAX REVERTED VACANT LOTS

1979-230

NO.	ASSESSORS		ST#	STREET	
	PLAT	LOT			
301	30	650	65	CENTRAL	ST
302	34	33	741	MANTON	AV
303	43	507	181	BUCKLIN	ST
304	43	645	70	WADSWORTH	ST
306	43	823	139	WALDO	ST
307	43	912	642	CRANSTON	ST
308	43	829	163	WALDO	ST
309	43	828	161	WALDO	ST
310	44	76	19	DABOLL	ST
311	45	696	65	GLENHAM	ST
312	32	420	311	KNIGHT	ST
313	32	478	1236	WESTMINSTER	ST
314	43	70	564	DEXTER	ST
315	44	9	25	MAWNEY	ST
316	44	38	82	DABOLL	ST
317	44	37	78	DABOLL	ST
318	44	434	50	CROMWELL	ST
319	45	342	330	WILLARD	AV
320	45	21	477	PUBLIC	ST
321	45	701	41	GLENHAM	ST
322	45	614	368	BLACKSTONE	ST
323	45	541	75	COMSTOCK	AV
324	45	742	84	GLENHAM	ST
325	79	353	110	WAITE	ST
326	48	14	840	BROAD	ST
327	48	351	79	ASHMONT	ST
328	49	9	28	MAWNEY	ST
329	49	27	8	BURNETT	ST
330	23	444	90	PROVIDENCE	ST
331	68	130	9	VESTA	ST
332	68	129	7	VESTA	ST
333	68	128	5	VESTA	ST
334	68	127	60	FILLMORE	ST
335	68	126	56	FILLMORE	ST
336	63	125	50	FILLMORE	ST
337	63	115	20	VESTA	ST
338	68	116	16	VESTA	ST
339	68	119	12	VESTA	ST
340	68	121	8	VESTA	ST
341	49	289	57	LAURA	ST
342	62	143	57	PUTNAM	ST
343	68	64	16	CRIMEA	ST
344	105	422		EASTWOOD	ST
345	48	164	316	SAYLES	ST
346	48	163	314	SAYLES	ST
347	48	168	305	SAYLES	ST
348	48	169	301	SAYLES	ST
349	48	134	54	BURNSIDE	ST
350	48	377	95	OCEAN	ST

Special Vacant Lot Project  
Parcel No. 322  
A.P. 45 Lot 614

NOV 1979 PAGE 300

That certain lot or parcel of real estate together with all the buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, on the southwesterly side of Blackstone Street and laid out and delineated as Lot No. 12 (twelve) on that Plat entitled "Plan of Land belonging to the heirs of Thomas Snow Dec'd Surveyed by John Howe April 1879" and recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 15 at page 16 and (copy) on Plat Card No. 545.

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BOOK 1979 PAGE 329

Received for Record at 10 o'clock 41 min. A M

Recorder of Deeds

FEB 23 1979

Robert L. Rice

