

# RESOLUTION OF THE CITY COUNCIL

No. 335

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 621 Prairie Avenue, Providence, RI 02905.

NOW, THEREFORE, BE IT RESOLVED, That the taxes in the amount of \$11,159.75 (Eleven Thousand, One Hundred and Fifty-Nine Dollars and Seventy-Five Cents), assessed upon 621 Prairie Avenue, Providence, a 3,992 sq. ft. vacant lot, Assessors Plat: 053 Lot: 184, 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: 53
- Lot: 184
- Street Address: 621 Prairie Avenue
- Present Owner: Providence Redevelopment Agency
- Future Owner: African Alliance
- Conflict of Interest: No known conflicts of interest
- Tax liens:
- Purpose: Community Gardens and Greenhouse

**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	053	0184	0000	621 Prairie Ave	106,527	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	\$354.20	\$0.00	\$0.00	\$0.00	\$354.20	\$14.17	\$368.37	Providence Redevelop
14	RE	\$361.16	\$0.00	\$0.00	\$0.00	\$361.16	\$57.79	\$418.95	Providence Redevelop
13	RE	\$361.16	\$0.00	\$0.00	\$0.00	\$361.16	\$101.12	\$462.28	Providence Redevelop
12	RE	\$1,211.84	\$0.00	\$0.00	\$0.00	\$1,211.84	\$0.00	\$1,211.84	Providence Redevelop
11	RE	\$1,211.84	\$0.00	\$0.00	\$0.00	\$1,211.84	\$630.16	\$1,842.00	Providence Redevelop
10	RE	\$1,154.44	\$0.00	\$0.00	\$0.00	\$1,154.44	\$738.84	\$1,893.28	Providence Redevelop
09	RE	\$968.40	\$0.00	\$0.00	\$0.00	\$968.40	\$735.98	\$1,704.38	Providence Redevelop
08	RE	\$948.00	\$0.00	\$0.00	\$0.00	\$948.00	\$834.24	\$1,782.24	Providence Redevelop
07	RE	\$913.60	\$0.00	\$0.00	\$0.00	\$913.60	\$913.60	\$1,827.20	Providence Redevelop
06	RE	\$510.92	\$0.00	\$0.00	\$0.00	\$510.92	\$572.23	\$1,083.15	Providence Redevelop
05	RE	\$510.92	\$0.00	\$0.00	\$0.00	\$510.92	\$633.54	\$1,144.46	Providence Redevelop
04	RE	\$501.12	\$0.00	\$0.00	\$0.00	\$501.12	\$681.52	\$1,182.64	Providence Redevelop
03	RE	\$330.00	\$0.00	\$0.00	\$0.00	\$330.00	\$488.40	\$818.40	Providence Redevelop
02	RE	\$305.50	\$0.00	\$0.00	\$0.00	\$305.50	\$488.80	\$794.30	Providence Redevelop
01	RE	\$289.60	\$0.00	\$0.00	\$0.00	\$289.60	\$498.11	\$787.71	Providence Redevelop
00	RE	\$195.66	\$0.00	\$0.00	\$0.00	\$195.66	\$360.01	\$555.67	Providence Redevelop
99	RE	\$187.26	\$0.00	\$0.00	\$0.00	\$187.26	\$367.03	\$554.29	Providence Redevelop
98	RE	\$179.14	\$0.00	\$0.00	\$0.00	\$179.14	\$372.61	\$551.75	Providence Redevelop
97	RE	\$179.14	\$0.00	\$0.00	\$0.00	\$179.14	\$394.11	\$573.25	Providence Redevelop
96	RE	\$170.35	\$0.00	\$0.00	\$0.00	\$170.35	\$395.21	\$565.56	Providence Redevelop
95	RE	\$157.75	\$0.00	\$0.00	\$0.00	\$157.75	\$384.91	\$542.66	Providence Redevelop
94	RE	\$157.75	\$0.00	\$0.00	\$0.00	\$157.75	\$403.84	\$561.59	Providence Redevelop

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

<u>\$11,159.75</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$11,159.75</u>	<u>\$10,066.22</u>	<u>\$21,225.97</u>
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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:      City Council  
                     St  
                     RI

  
\_\_\_\_\_  
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**

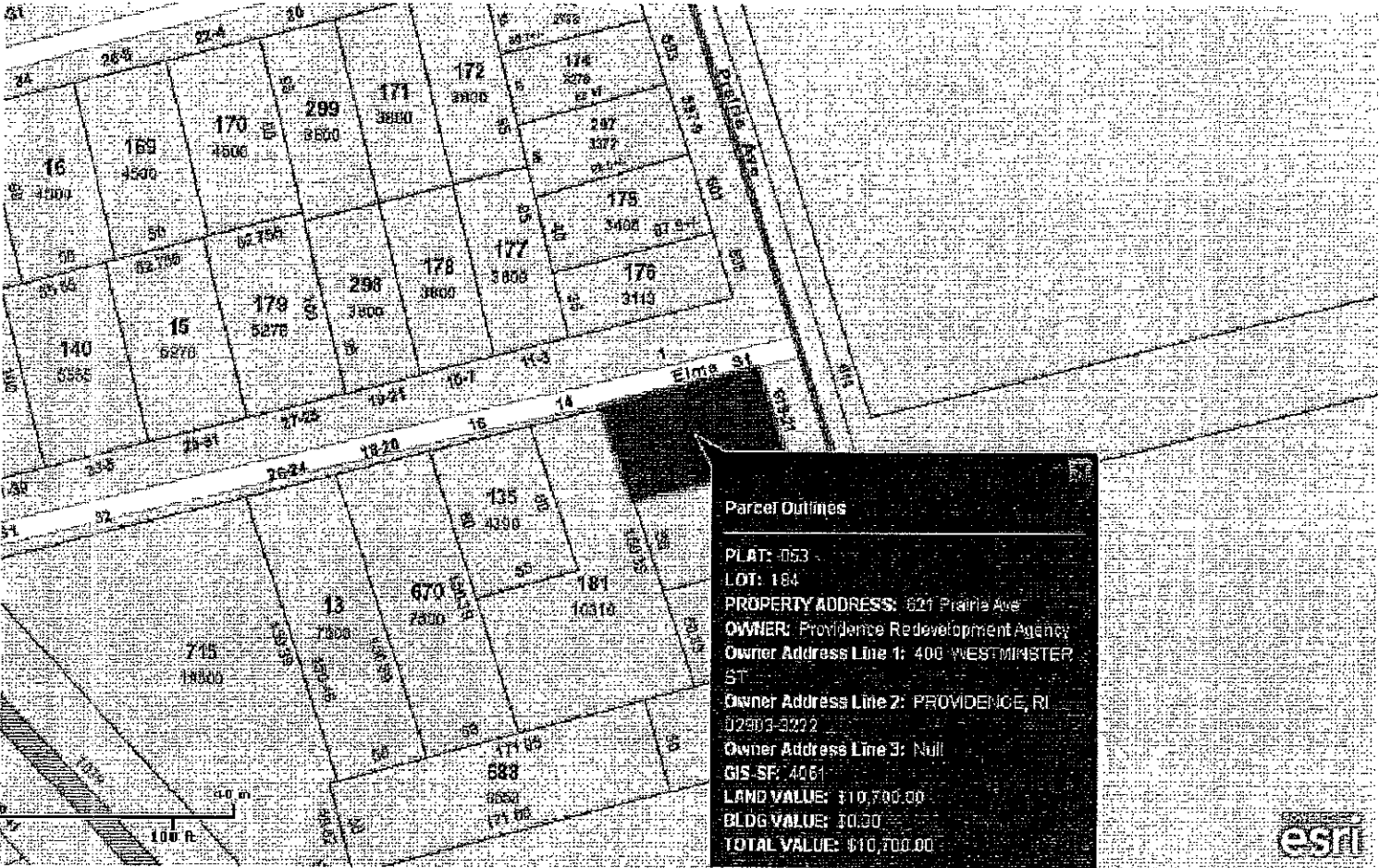
Address: 621 Prairie Ave.  
Plat/Lot: 53/184  
Lot size: 3992 sq. ft.  
Ward: 10  
Councilperson: Aponte  
Outstanding taxes, fees, and interest: \$22,463.28

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	22
<input checked="" type="checkbox"/> Acquisition cost	Property acquired under Special Vacant Lots Program. Resolution attached as Attachment B
<input checked="" type="checkbox"/> Total PRA Expenses	\$8,192.25
Survey Fee	\$2,000.00
Legal Fees	\$3,192.25
Landscaping Fees	\$3,000.00
<input checked="" type="checkbox"/> Letter of Intent	N/A
<input checked="" type="checkbox"/> Transfer Documents	Lease, Option Agreement, and B&S Agreement attached as Attachment C
<input checked="" type="checkbox"/> Conflict of Interest	None reported pursuant to sections 34-14-4 and 34-14-6 of the R.I. Gen. Laws.
<input checked="" type="checkbox"/> Plans/Schematics for proposed project	N/A
<input checked="" type="checkbox"/> Purchaser information	African Alliance
<input checked="" type="checkbox"/> Purchase price	\$8,000.00 less 50% of rents paid between November 2015 and the date of closing
<input checked="" type="checkbox"/> Will owner seek TSA	No
<input checked="" type="checkbox"/> Expected rents developer expects	No
<input checked="" type="checkbox"/> Will purchaser attend committee meeting	No

Notes: Property will be used by African Alliance to erect and maintain a greenhouse for urban agriculture.

**Attachment A - Map**

# 621 Prairie Ave



pyright 2011 Esri. All rights reserved. Fri Jul 8 2016 09:43:42 AM.

## **Attachment B – Resolution of Transfer**

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 427

Approved June 18, 1993

WHEREAS, the City moved to foreclose the right of redemption on a number of tax-reverted properties; and

WHEREAS, the purpose of foreclosing the right of redemption was to enable the city to market these properties and place them back on the tax rolls; and

WHEREAS, the Providence Redevelopment Agency is equipped to deal with the management and sale of property; and

WHEREAS, the disposal of city property by the Providence Redevelopment Agency in accordance with a citywide plan for reuse and the city's Zoning Ordinance would be beneficial to the city and its neighborhoods; and

WHEREAS, the disposal of city property by the Providence Redevelopment Agency could result in a profit for the city;

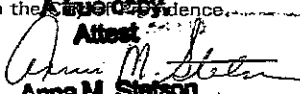
NOW, THEREFORE, BE IT RESOLVED, That His Honor, the Mayor, convey to the Providence Redevelopment Agency the following properties for one dollar (\$1.00):

A.P. 42 -277	677 Cranston Street
A.P. 45-551	115 Comstock Avenue
A.P. 44-597	20 Bucklin Street
A.P. 44-482	79 Hanover Street
A.P. 43-398	778 Potters Avenue
A.P. 31-330	204 Bellevue Avenue
A.P. 31-134	77 Ford Street
A.P. 30-558	34 Bridgham Street
A.P. 30-543	39 Arch Street
A.P. 63-33	305 Amherst Street
A.P. 63-104	24 Hannah Street
A.P. 59-80	25 Farragut Street
A.P. 48-825	44 Lillian Street
A.P. 124-168	850 Admiral Street
A.P. 5-178	121 Grand View Street
A.P. 8-244	7 Proctor Place
A.P. 53-184	621 Prairie Avenue
A.P. 49-379	42 Vineyard Street
A.P. 45-754	315 Prairie Avenue
A.P. 48-381	83 Ocean Street
A.P. 48-665	419 Prairie Avenue

This transfer is made subject to the following conditions:

1. That the Providence Redevelopment Agency shall see that said property is developed in accordance with the city's Comprehensive Plan and Zoning Ordinance.

2. That all proceeds from the sale of this property, minus any administrative, management or development costs, shall be returned to the City of Providence.

Attest  
  
Anna M. Stetson  
Second Deputy City Clerk

NO. 403

Approved July 12, 1999

IN CITY COUNCIL  
JUL 12 1999

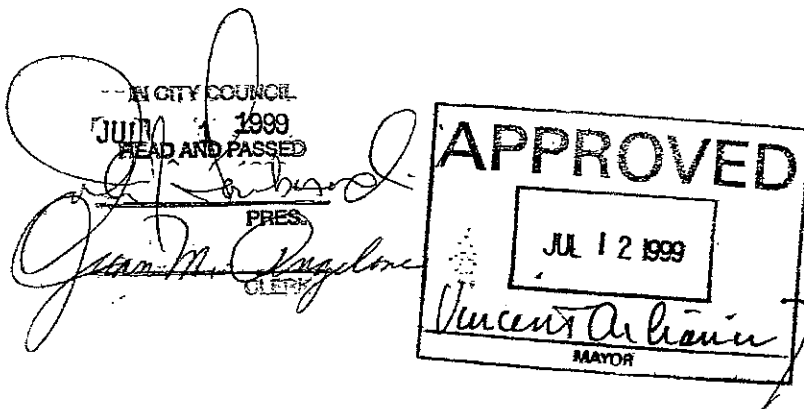
WHEREAS, on June 18, 1993, the Providence City Council, by and through Resolution 427, memorialized their intention to convey certain foreclosed properties from the City of Providence to the Providence Redevelopment Agency; and

WHEREAS, it is still the intention of the Providence City Council to convey property located at 419 Prairie Avenue on Assessor's Plat 48, Lot 665 to the Providence Redevelopment Agency in that it is no longer useful for municipal purposes and it has been found to be in the best interest of the City of Providence and its' respective neighborhoods;

NOW, THEREFORE BE IT RESOLVED THAT, it remains and always was the intention of the City Council that deeds not be executed transferring said properties listed in Resolution 427, Approved June 18, 1993, until a project or a property owner had been identified by the Providence Redevelopment Agency,

BE IT FUTHER RESOLVED THAT the Providence Redevelopment Agency shall see that said property is developed in accordance with the City's comprehensive Plan and Zoning Ordinance; and that all proceeds from the sale of this property, minus any administrative, management, insurance or development costs shall be returned to the City of Providence.

AND ALSO BE IT FUTHER RESOLVED THAT a use has been identified for property located at 419 Prairie Avenue on Plat 48, Lot 665, and that His Honor, the Mayor is hereby authorized to execute any and all documents, including the deed, relative to conveyance of said parcel.



JOHN RAO, JR.  
*Chairman*

LESLIE A. GARDNER  
*Vice Chairman*

ROBERT A. PITASSI  
ALBERT E. CARRINGTON  
MICHAEL A. SOLOMON  
*Members*

JOHN H. ROLLINS  
RONALD W. ALLEN  
*Councilmen*

JOHN F. PALMIERI  
*Executive Director*

THOMAS E. DELLER, AICP  
*Secretary*



VINCENT A. CIANCI, JR.  
*Mayor*

## Providence Redevelopment Agency

*"Building Pride in Providence"*

April 7, 1999

Mr. Michael Clement  
City Clerk  
City Hall  
Providence, Rhode Island 02903

RE: AP 48 LOT 665  
419 PRAIRIE AVENUE

Dear Mr. Clement:

The City Council passed Resolution #427 on June 18, 1993, which authorized transfer of certain properties to the Providence Redevelopment Agency (PRA). This ordinance inadvertently transferred title to the Agency. The council with passage of Ordinance #697 on December 19, 1995 rescinded the transfer and they must be done individually.

I am enclosing a resolution which should be placed on the next Council docket to authorize transfer to the PRA of the above referenced property, as per Ordinance #427.

Should you have any questions please feel free to contact either myself or William G. Floriani of my office 351-4300 ext. 511.

Sincerely,

  
John F. Palmieri  
Director

JFP:ajl  
WGF

cc: Thomas Deller  
Thomas O'Connor

400 WESTMINSTER STREET - PROVIDENCE, RHODE ISLAND 02903-3215  
(401)351-4300 - FAX (401)351-9533 - TDD (401)751-0203  
e-mail: [planning@ids.net](mailto:planning@ids.net) or visit us on the web at: <http://www.providenceri.com/planning>

**Attachment C - Lease, Option Agreement, and B&S Agreement**

621 Prairie

## LEASE

This Lease Agreement ("Lease") is entered into as of the \_\_\_\_ day of November, 2015 (the "Effective Date") 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 ("Landlord") and African Alliance of Rhode Island (AARI), a Rhode Island non-profit corporation ("Tenant").

### 1. Premises.

Landlord hereby leases to Tenant, on the terms provided herein, that certain land located at 621 Prairie Avenue, Providence, Rhode Island (the "Premises"), together with rights, easements, and appurtenances thereto.

### 2. Term.

The term of this Lease shall be the period of time commencing on the Commencement Date and expiring on the Expiration Date (the "Term"). The "Commencement Date" shall be the Effective Date. The term "Expiration Date" shall mean the date that is fifteen (15) years following the Commencement Date.

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### 3. Base Rent and Additional Obligations.

3.1. Base Rent. Beginning on the Commencement Date, Tenant shall pay rent to Landlord at the rate of Two Hundred Fifty Dollars (\$250) per month, in arrears on the first day of each calendar month, for the entire Term of the Lease ("Base Rent").

3.2. Additional Obligations. All other costs, expenses and obligations payable by Tenant hereunder shall be deemed to be "Additional Obligations".

3.3. Net Rent. It is the intention of the parties that, subject to Section 4 below, the rent payable hereunder shall be net to Landlord so that this Lease shall yield to Landlord net annual Base Rent, as adjusted, herein during the Term of this Lease and all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises (including without limitation any costs or expenses related to or arising out of the ownership, maintenance, operation or development of the Premises) shall be paid by Tenant, just as though Tenant were the fee owner of the Premises, without notice or demand except as specifically set forth herein and without abatement, deduction, counterclaim, set off or defense from any circumstance whatsoever, whether now existing or hereinafter arising.

### 4. Taxes.

"Taxes" means all real estate taxes levied by the City of Providence against the Premises. Tenant shall be responsible for the payment of all Taxes assessed against the Premises during the Term, it being the parties understanding that Landlord may elect to request that such Taxes be abated during the Term. Landlord, from time to time, will notify Tenant of the amount of Taxes due and Tenant shall, at Landlord's election, either reimburse Landlord for 100% of same, or pay 100% of all Taxes directly to the appropriate authority within seven (7) days of such notification.

In addition, Tenant shall pay any business, rent or other taxes (other than the Taxes) that are now or hereafter levied upon Tenant's use or occupancy of the Premises, the conduct of Tenant's business at the Premises or Tenant's equipment, fixtures or personal property. In the event that any such taxes are enacted, changed or altered so that any of such taxes are levied against Landlord or the mode of collection of such taxes is changed so that Landlord is responsible for collection or payment of such taxes, Tenant shall pay any and all such taxes to Landlord upon written demand from Landlord.

5. Operating Expenses.

Tenant shall pay to Landlord upon billing therefor, as part of its Additional Obligations under this Lease, 100% of all Operating Expenses (as herein defined) incurred by Landlord in connection with the Premises.

As used in this Lease, the term "Operating Expenses" shall mean any and all costs, expenses and disbursements which Landlord shall incur, pay or become obligated to pay in connection with the operation, replacement, maintenance, or repair of the Premises. Nothing in the foregoing imposes any responsibility on Landlord for the operation, replacement, maintenance or repair of the Premises whatsoever.

6. Utilities.

Tenant agrees, as part of its Additional Obligations, (i) to pay or cause to be paid, directly to the authority or party charged with the collection thereof, all charges for gas, electricity, heat, power, water, sewerage, telephone or other services used, rendered or supplied to or for the Tenant upon or in connection with the Premises throughout the Term of this Lease and to indemnify Landlord and save Landlord harmless against any liability or damages on such account; (ii) to pay for and to procure any and all necessary permits, licenses or other authorizations required for the lawful and proper maintenance and use upon the Premises of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Premises; and (iii) to pay for any sprinkler service charged to the Premises. In case any such charges are not paid by Tenant at the time when the same are payable, Landlord may pay the same and charge Tenant the cost thereof, which charge shall become payable on the first day of the following month as Additional Obligations. It is understood and agreed that Landlord shall be under no obligation to furnish any utilities to the Premises.

Landlord is under no responsibility nor liability for failure or interruption in such service caused by breakage, accident, strikes, repairs, failure of fuel supply, inability to obtain fuel, electricity, supplies, repairs or other services or utilities or for any other cause or causes beyond the reasonable control of Landlord, nor in any event for any indirect or consequential damages; and failure or omission on the part of Landlord for the foregoing reasons to furnish such service or utility shall not be construed as an eviction of Tenant, trigger an abatement of Base Rent or Tenant's Additional Obligations, render Landlord liable in damages, nor release Tenant from prompt fulfillment of any of the covenants under this Lease.

7. Use of Premises.

Tenant shall use the Premises for and as a commercial farm and/or a community garden, in compliance with all applicable laws, and is authorized to build, construct, rebuild, replace, and maintain a greenhouse or other structures or improvements related to a garden or farm and for no other purpose. At all times, Tenant shall conduct its activities on the Premises in a manner which is lawful, and which is not noisy, improper, offensive, or contrary to any law or ordinance which may apply to the Premises.

8. Maintenance.

8.1 Tenant's Obligations. Tenant shall maintain the Premises in good condition, excepting damage by fire or other casualty not caused by Tenant, and shall do all maintenance, repair and replacement, whether capital in nature or otherwise, as may be required to meet such standard, just as though Tenant were the fee owner of the Premises. All such maintenance, repair and replacement work is to be done in accordance with the standards set forth in Section 9 below. Without limiting the foregoing, Tenant shall be responsible for the safety of others on the Premises, at its sole cost, and Tenant shall not permit the Premises to be overloaded, damaged, or defaced, nor to suffer any waste.

8.2 Delivery of Premises. Tenant is fully aware of the existing condition of the Premises, that the Premises will require substantial improvements in order to be made useful, and accepts possession of the Premises subject to all matters of record, and in its current "as is" "where is" condition. Tenant further acknowledges and agrees that no representation or inducements respecting the condition of the Premises has been made to Tenant by Landlord or its agents, officers, members or employees, express or implied. Landlord shall have no maintenance, repair or replacement obligations with respect to the Premises whatsoever.

8.3 Hazardous Materials.

A. With respect to hazardous materials that exist as of the Effective Date ("Pre-Existing Hazardous Materials"):

(1) No Indemnity by Tenant. Tenant shall not, under any circumstances, be responsible to indemnify Landlord for any Pre-Existing Hazardous Materials on, at, under or around the Premises. In other words, if any third parties should bring a suit or other action against the Landlord, Tenant shall not be required to indemnify Landlord or such other parties with respect to the same.

(2) Tenant Releases Landlord. Tenant shall hold the Landlord harmless from any environmental liability whatsoever relating to Pre-Existing Hazardous Materials on, at, under or around the Premises. In other words, if Tenant discovers that Pre-Existing Hazardous Materials do exist, Tenant shall not sue or take any other action against Landlord, nor shall this Lease be affected or the rent abated.

B. With respect to hazardous materials that first exist at the Premises after the Effective Date ("**Future Hazardous Materials**"):

(1) Landlord shall be liable for the remediation of any Future Hazardous Materials that Landlord actually, directly causes.

(2) Subject to the foregoing subsection (1), Tenant shall indemnify Landlord from and against all costs and expenses incurred from all Future Hazardous Materials at the Premises, even if applicable hazardous materials are caused by neighbors or other third parties.

C. Miscellaneous

(1) References to "hazardous materials" means hazardous materials or substances in quantities that violate applicable legal standards for the permitted use of the Premises.

(2) Without limiting the foregoing provisions of this Lease, in no event shall Landlord be liable for any consequential damages under the Lease (including, without limitation, lost profits, or loss in value of property), whether with respect to environmental matters or any other matters.

9. Alterations.

9.1 Tenant shall not make any structural alterations, improvements, or additions to the Premises (collectively, "**Alterations**") other than the development of the same as a community garden (the "**Development**"), without the prior written consent of Landlord, in its sole discretion. Permitted Alterations made in accordance with this Section (including without limitation the Development) shall be done in a good and workmanlike manner, using first-class materials, and in compliance with any and all legal requirements, as well as any and all relevant conditions imposed by the City in

connection with the Development (if applicable), all relevant City plans, redevelopment plans, subdivision regulations, and all applicable building, zoning and other codes, laws, rules or regulations. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require. Certificates of such insurance, with paid receipts therefor, must be received by Landlord before the applicable work is commenced. All Alterations (except for Tenant's trade fixtures and personal property) shall, immediately upon installation, be deemed to be a part of the Premises and shall remain the property of Landlord. In the event that capital improvements are required to be made to the Premises in order to comply with applicable laws, ordinances or regulations (including, without limitation, Title III of the ADA) now or hereafter enacted, Tenant shall cause such improvement(s) to be made at its sole cost and expense.

10. Mechanic's Liens.

Tenant shall not permit to be created or to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise which might be or become a lien or encumbrance or charge upon the Premises or any part thereof or the income therefrom and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or any part thereof might be impaired. If any lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Premises, or any part thereof, within ten (10) days after notice of the filing thereof, Tenant shall cause the same to be discharged of record by payment or bond.

11. Assignment and Subletting.

Tenant shall not assign, sublet, underlet, license, mortgage, pledge, grant a concession nor encumber (collectively referred to as "Transfer") this Lease or the Premises without Landlord's prior written consent, in Landlord's sole discretion. Any transferee shall be subject to the terms and conditions of this Lease, including without limitation the obligation to complete the Development.

Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer.

If Landlord permits the assignment or sublet of the Premises or any portion thereof, Tenant shall remain primarily and unconditionally liable hereunder. If this Lease is transferred, whether or not in violation of this Lease, Landlord may collect rent from the transferee. In such event, Landlord shall apply the net amount collected to the Base Rent and Additional Obligations due hereunder.

12. Subordination.

This Lease shall be subject and subordinate to any and all mortgages or other instruments in the nature of a mortgage which constitute a lien on the Premises. When requested, Tenant shall promptly execute and deliver such instruments as may be reasonably necessary to show the subordination of this Lease to such mortgages or other instruments. If requested by Tenant, Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement providing that, among other things, such subordination shall be conditioned upon the holder of any such instrument agreeing that, in the event of a foreclosure or the exercise of any similar right pursuant to such instrument, Tenant's rights under this Lease shall not be disturbed except following a default by Tenant under the terms of this Lease which default continues beyond any applicable grace period.

After receiving notice from any person, firm or other entity that it holds a mortgage, deed of trust or ground lease on the Premises, no notice from Tenant to Landlord alleging any default by Landlord shall be effective unless and until a copy of the same is given to such mortgagee; provided, however, that Tenant shall have been furnished with the name and address of such mortgagee. The curing of any of Landlord's defaults by such mortgagee shall be treated as performance by Landlord.

In addition to the time afforded the Landlord for the curing of any default, any such mortgagee shall have an additional thirty (30) days after the expiration of the period allowed to the Landlord for the cure of any such default within which to commence a cure.

13. Landlord's Right of Access to Property

Following reasonable prior notice to Tenant, Landlord and its agents may enter the Premises at reasonable times, from time to time. All such entries by Landlord shall be performed in a manner which minimizes interference with Tenant's use of the Premises. No such notice shall be required in the event of an emergency.

14. Insurance.

Tenant shall maintain comprehensive public liability insurance having a combined single limit of at least One Million (\$1,000,000.00) Dollars with companies qualified to do business and in good standing in Rhode Island and reasonably satisfactory to Landlord, naming Landlord and its designees as an additional insured. Evidence of the insurance coverage required to be maintained by Tenant under this Section, represented by certificates of insurance issued by the insurance carrier certifying that the insurance coverage that Tenant is required to maintain is in force, must be furnished to Landlord within ten (10) days from the Execution Date and at least thirty (30) days prior to the expiration of current policies. Copies of all endorsements required by this Section must accompany the certificates delivered to Landlord. The certificates will state the amounts of all deductibles and that Landlord will be notified in writing ten (10) days prior to

cancellation, change that makes the previously furnished certificate inaccurate, or non-renewal of insurance. If requested in writing by Landlord, Tenant will provide to Landlord a certified copy of any or all insurance policies or endorsements required by this Section.

Notwithstanding any liability that might be imposed upon Landlord by the other provisions of this Lease, Tenant hereby releases Landlord from liability to the extent covered by insurance actually carried or required to be carried hereunder. Any insurance policy under which Landlord is not a named insured shall contain a clause that the insurer waives any right of subrogation against Landlord, in connection with or arising from fire or other risks or casualties covered by said insurance. Tenant shall indemnify and save harmless Landlord, its agents and employees against all cost, damages or claims, whether for personal injury, property damage, or otherwise (i) occurring on or about the Premises during the Term (except if caused by Landlord's gross negligence or willful misconduct), or (ii) arising out of Tenant's default hereunder. Tenant shall, at its own expense, defend all actions brought against Landlord and its agents and employees for which Tenant is responsible hereunder, and if Tenant fails to do so, Landlord (at its option, but without being obligated to do so) may, at the expense of Tenant and upon written notice to Tenant, defend such actions and Tenant shall pay and discharge any and all judgments that arise therefrom.

Notwithstanding any provision of this Lease to the contrary, Landlord shall not be required to carry insurance of any type, it being the parties intent that Tenant carry insurance in such amounts and such types as though Tenant were the owner of the Premises.

15. Reasonableness.

Except as specifically set forth herein, in any instance in which the consent of either party is required, such consent shall not be unreasonably withheld or delayed.

16. Loss of Use of Premises.

16.1 Condemnation. If the Premises becomes permanently untenable as the result of a taking of the entire Premises (or any building thereon) as a result of or in connection with the exercise of any power of eminent domain, condemnation, or purchase under threat or in lieu thereof (a "**Total Taking**"), then the Term of the Lease shall cease and terminate on the date of the Total Taking as fully and completely as if such date were the originally stated Expiration Date of this Lease, and the Option Agreement (defined below) shall automatically be null and void.

If a portion of the Premises becomes untenable, or if the entire Premises becomes untenable for a temporary period of time as a result of or in connection with the exercise of any power of eminent domain, condemnation, or purchase under threat or in lieu thereof (a "**Partial Taking**"), this Lease shall continue in full force and effect,

without any abatement of rent or any reduction of the option purchase price and the Tenant shall be entitled to the entire award for the Partial Taking. Neither Landlord nor Tenant shall have any obligation to restore the Premises. As used herein, the term "award" for a Partial or total Taking shall mean the condemnation award and/or proceeds received in connection with such Partial or total Taking.

17. Tenant Default and Bankruptcy.

In the event that Tenant shall default in the payment of any installment of Base Rent or any of its Additional Obligations hereunder and such default shall continue for five (5) days after written notice thereof, or Tenant shall default in the observance or performance of any of the Tenant's covenants or obligations hereunder, and (except as provided in the next paragraph) such default is not corrected within fifteen (15) days after written notice from Landlord, or the Tenant shall be declared bankrupt or insolvent, or if there is an involuntary assignment of Tenant's property for the benefit of creditors, then (except as provided in the next paragraph), Landlord shall have the right thereafter, while such default continues, to enter the property and take possession of the Premises, to declare the term of this Lease ended and to remove the Tenant's property, without prejudice to any remedies which might otherwise be available to Landlord. Tenant shall indemnify Landlord against all loss of rent and all expenses which Landlord may incur by reason of such termination. In the event of a default by Tenant, Landlord may correct any default, after reasonable notice to Tenant, at the expense of Tenant.

In the event that the curing of any default is reasonably expected to take longer than fifteen (15) days, Tenant shall not be considered in default if Tenant promptly commences to cure the default within fifteen (15) days, and thereafter diligently proceeds with such cure. Landlord shall have the right to enter the Premises, and terminate the Lease, only after having obtained an order from a court of competent jurisdiction, and shall have the right to cure a default by Tenant, or to make an expenditure or incur an obligation on behalf of Tenant only after having given Tenant reasonable notice of Landlord's intention to do so.

If this Lease is terminated as provided in this Section 17, Tenant forthwith shall pay to Landlord all Base Rent and Additional Obligations which were due but not paid prior to the date of such termination, as well as all remaining Base Rent and Additional Obligations to be paid for the remainder of the Term.

In addition to the foregoing, Tenant agrees (i) to indemnify and save Landlord harmless from and against certain reasonable expenses which Landlord may incur in collecting such amount or in obtaining possession of, or in defending any action arising as a result of or in connection with a default, including, without limitation, reasonable legal expenses, reasonable attorneys' fees, brokerage fees; and (ii) that Landlord may re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term and may grant concessions or free rent for a reasonable time. The failure of Landlord to re-let the

Premises or any part thereof shall of release or affect Tenant's liability for damage. Any suit brought to collect the amount of deficiency for any month shall not prejudice the right of Landlord to collect the deficiency for any subsequent month by a similar proceeding.

Tenant further agrees that if at the expiration of the Term or sooner termination, Tenant does not surrender the Premises or fails to remove any of its property from the Premises and Landlord obtains an order of eviction from a court of competent jurisdiction, then Landlord may enter the Premises for the purpose of removing Tenant's goods and effects, without prejudice to any other remedies, and Landlord may remove and store such goods and effects at Tenant's expense, Tenant hereby granting Landlord an irrevocable power of attorney to accomplish same.

Notwithstanding anything contained herein to the contrary, nothing in this Lease shall be deemed to limit any additional remedies for a Tenant default. Each right and remedy of Landlord provided for in this Lease or otherwise existing at law or in equity shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall not preclude or waive the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or otherwise existing at law or in equity or by statute or otherwise.

#### 18. Landlord's Default

Landlord shall not be deemed to be in default unless such default remains uncured for more than sixty (60) days following written notice from Tenant specifying the nature of such default, or such longer period as may be reasonably required to correct such default. IN NO EVENT SHALL LANDLORD BE LIABLE TO TENANT OR ANYONE CLAIMING BY, THROUGH OR UNDER TENANT FOR CONSEQUENTIAL OR ANY INDIRECT DAMAGES.

Tenant hereby agrees for itself and each succeeding holder of the Tenant's interest, or any portion thereof, that any judgment, decree or award obtained against Landlord or any succeeding owner of Landlord's interest, which is related to this Lease, the Premises or Tenant's use or occupancy of the Premises, whether at law or in equity, shall be satisfied solely out of Landlord's interest in the Premises and Tenant further agrees to look only to such assets and to no other assets of Landlord for satisfaction. Landlord shall have no personal liability whatsoever for Landlord's obligations, acts or omissions.

In the event that at any time during the Term, Tenant shall have a claim against Landlord, Tenant shall not have the right to deduct any amount allegedly owed to Tenant from any rent or other sums payable to Landlord hereunder, it being upon Tenant to institute an independent action against Landlord for such claim.

19. Compliance with Law and Insurance Policies; Hazardous Materials.

Tenant, at its sole expense, shall comply with all laws, orders and regulations of federal, state, county and city, borough, village and county governments and authorities and rules, regulations, orders and directors of all departments, subdivisions, bureaus, agencies or officers thereof and of any other governmental, public or quasi-public authorities having jurisdiction over the Premises, whether now or hereafter in force, including, but not limited to, those pertaining to environmental matters, to the extent imposed upon either Landlord or Tenant.

In addition to, and not in limitation of, the foregoing, Tenant shall not use the Premises for any use involving the emission of objectionable odors, fumes, noise or vibration, or, except to the extent previously consented to by Landlord in writing, involving the use, storage or disposition of toxic or hazardous substances or materials. Tenant covenants and agrees that it shall advise Landlord in writing of any materials or substances it deals with in any way on the Premises that may be deemed to be hazardous or toxic. In any event, Tenant shall strictly comply with all state, federal and municipal laws, regulations, guidelines and ordinances concerning the use, storage, handling and disposition of any substance or material that is or may be deemed to be toxic or hazardous (including without limitation any such substance or material that Tenant is handling or disposing of in connection with its obligations concerning the maintenance of the building located on the Premises) and Tenant agrees to indemnify, defend, save and hold harmless Landlord, its directors, trustees, officers, agents and employees from and against any and all claims, demands, losses, and liabilities, including attorneys' fees and costs, in connection therewith.

20. Notice.

Any notice from one party to the other shall be considered appropriately given if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at:

Providence Redevelopment Agency  
444 Westminster Street  
Suite 3A  
Providence, RI 02903  
Attention: Don Gralnek, Executive Director

with a copy to:

DarrowEverett LLP  
One Turks Head Place, Suite 1200  
Providence, Rhode Island 02903  
Attn: Zachary G. Darrow, Esq.

or to the Tenant at:

African Alliance of Rhode Island (AARI)  
570 Broad Street  
Providence, RI 02907  
Attn: Julius Kolawole

21. Entire Agreement.

This Lease sets forth the entire agreement between the parties and cannot be modified or amended except in writing duly executed by the respective parties. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and the Tenant in executing and delivering the Lease is not relying upon, any warranty, representation, promise made by Landlord, extent that the same may be expressly set forth in the Lease or at any other written agreement(s) which may be made between the parties concurrently with the execution and delivery of this Lease. All understandings and agreements heretofore had between the parties are merged in this Lease. Neither party has relied upon any representation or warranty herein.

22. Surrender.

Upon the termination of this Lease (unless Tenant has exercised its option and ~~acquired fee title to the Premises~~); Tenant shall yield up the Premises in accordance with the terms hereof, in good condition, free and clear of any subtenants, liens or encumbrances (except for those liens or encumbrances which Landlord has expressly consented to). If Tenant fails surrender the Premises in accordance with the terms hereof then Landlord may take such actions as may be necessary to cause the same to conform with the standards set forth herein at Tenant's sole cost and expense.

23. No Partnership.

Nothing contained in this Lease shall be construed as creating a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

24. Miscellaneous.

24.1 Parties Bound. Except as otherwise provided, the Lease agreements and conditions to be performed by Landlord or Tenant shall bind and inure to the benefit of their heirs, legal representatives, successors and assigns of each, provided no reference to Tenant's successors shall constitute a consent to a Transfer by Tenant. If Tenant consists of more than one person or entity, or if there is a guarantor, then all such persons, entities and guarantors shall be jointly and severally liable and the word "Tenant," as used in this Lease, includes such person, entities, and guarantors. Tenant hereby represents and warrants to Landlord that the person(s) signing this Lease on behalf of Tenants are duly authorized to do so. The word "Landlord" means only the

owner, or the lessee if this Lease becomes subject to an overlease, or the mortgagee in possession of the Premises such that, all prior Landlords, including Landlord, shall be relieved of all Landlord covenants and obligations accruing after a transfer. If the entity which holds Landlord's interest in this Lease is a trust, then the Landlord obligations shall be binding upon the trustees of said trust, as trustees and not individually, and not on the trust estate. Notwithstanding anything contained herein to the contrary, this Lease (including without limitation the Option Agreement attached hereto) is subject to the approval/ratification by the Board of Directors of the Providence Redevelopment Agency, in such Board's sole discretion. Further, the City of Providence City Council shall be notified of the transaction contemplated herein, as required.

24.2 Holding Over. If Tenant or anyone claiming under it holds over after end of the Term, the party shall, prior to Landlord's acceptance of rent, be a Tenant at sufferance, and, after Landlord's acceptance of rent, be a tenant at will subject to the provisions of this Lease insofar as the same may be made applicable to a tenancy at will; provided that Tenant shall pay Base Rent for the period of such tenancy at 150% of the highest rate of Base Rent payable during the Term.

24.3 Quiet Enjoyment. Provided Tenant timely pays all rent and performs and observes the terms, conditions and covenants of the Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises as provided in the Lease, without hindrance or molestation from Landlord or any one claiming legally under Landlord, subject to the terms of this Lease and any instruments having priority.

24.4 No Brokerage. Tenant warrants and represents that it has dealt with no broker in connection with this Lease. Tenant agrees to defend and indemnify Landlord against any brokerage claims related to this Lease.

24.5 Certificates. Within 10 days after Landlord's request, Tenant shall deliver to Landlord or to any prospective mortgagee or purchaser, an estoppel certificate in recordable form stating such information as Landlord reasonably requests.

24.6 No Waiver. A party's failure to complain of any act or by omission by the others shall not be deemed a waiver of such party's rights. Landlord's waiver, express or implied, of any breach of this Lease shall not be deemed a waiver of a breach of any other provision or a consent to any subsequent breach of the same or any other provision. Landlord's consent to or approval to any action on one occasion shall not be deemed a consent to or approval of any other action or to such action on any subsequent occasion. Tenant's payment or Landlord's acceptance of a lesser amount than is due from Tenant to Landlord shall not be deemed anything by payment on account and Landlord's acceptance of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying the check that the lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept the check without prejudice to recover the balance due or pursue any other remedy. All of Landlord's rights is and remedies under this Lease or by operation of law, either at law or in equity, for any

breach shall be distinct, separate, cumulative and non-exclusive and shall not be deemed inconsistent with each other.

24.7 Force Majeure. With the exception of the payment of money, if any act is delayed, or prevented because of strikes, lockouts, labor, troubles, inability to procure materials, power failures, riots, insurrection, war, or other causes beyond such party's reasonable control, then said performance shall be excused for the period of the delay and any time period shall be extended for an equivalent period.

24.8 Governing Law. This Lease shall be governed by the laws of the State of Rhode Island.

24.9 Separability, Construction and Interpretation. If any Lease term or provision thereof to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to other persons or circumstances shall not be affected, and the Lease shall be valid and be enforced to the fullest extent permitted by law. If any Lease provision is capable of two constructions, then the provision shall have the meaning which renders it valid.

24.10 Execution. This Lease may be executed in any number of original counterparts. Facsimile or .pdf signatures shall be binding as originals. Each fully executed counterpart shall be deemed an original.

24.11 Option Agreement. Reference is hereby made to that certain Option Agreement attached hereto as Exhibit B (the "**Option Agreement**"). Said Option Agreement contains all of the terms and conditions by which Tenant shall have the right to purchase the Premises. The parties hereto acknowledge and agree that the Option Agreement shall be in lieu of any Purchase and Sale agreement that may have been contemplated by the parties concerning the subject matter thereof, and that no further agreements shall be entered into in connection with the same, unless mutually agreed to by the parties. Provided Tenant is not in default this Lease, beyond notice and applicable cure periods, Tenant shall have the right to acquire the Premises from the Landlord for a sum that is equal to Eight Thousand Dollars (\$8,000.00), minus fifty percent (50%) of the Base Rent paid by Tenant to Landlord as of the date of the closing under said Option Agreement. Tenant shall exercise the foregoing option by providing written notice to the Landlord of its desire to acquire the Premises at least thirty (30) days prior to the second anniversary of the Effective Date, whereupon the parties will automatically be deemed to have entered into the Option Agreement. If said option is not exercised by such date, time being of the essence, then the option granted hereunder shall be automatically deemed null and void, as though never granted.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective  
as of the day and year first above written.

LANDLORD:

Providence Redevelopment Agency

By: [Signature]  
Name: David Elam  
Title: Assistant  
Manager

TENANT:

African Alliance of Rhode Island (AARI)

By: [Signature]  
Name: Julius Holbrook  
Title: President

EXHIBIT A

Description of Premises

[Attach legal description]

## EXHIBIT B

### Option Agreement

1. SALES AGREEMENT: This option 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 African Alliance of Rhode Island (AARI), a Rhode Island non-profit corporation ("Purchaser"). The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, that certain real property located at 621 Prairie Avenue, in Providence, Rhode Island (the "Property"). This Agreement is subject to such conditions and requirements as are generally applicable to the conveyance of property owned by Seller, as well as the terms and provisions of that certain Lease entered into between Purchaser and Seller dated as of \_\_\_\_\_, 2015 (the "Lease"). The "Purchase Price" for the Property is \$8,000.00, minus fifty percent (50%) of the Base Rent (as such term is defined in the Lease) paid by Purchaser, as the "Tenant" under the Lease, and other good and valuable consideration.

2. "AS-IS" SALE. The Property is being conveyed in its "AS-IS", "WHERE-IS" condition including, without limitation, its "AS-IS" condition as to the environmental condition of the Property, as well as any and all title, survey, zoning, subdivision, and other legal and/or physical conditions or attributes of the Property. Purchaser 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.

3. CLOSING DATE/PLACE. Closing is to be held on the first day that is thirty (30) days following the date of this Agreement. Notwithstanding the foregoing, in no event shall the Closing occur later than the date that is two (2) years following the Effective Date (as such term is defined in the Lease), time being of the essence. 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. If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of delivery of the deed the Property does not conform with the provisions hereof, the Seller may elect to extend the Closing in order to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Property conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice

thereof to the Purchaser at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period up to sixty (60) days.

4. TITLE. Seller makes no covenants or warranties as to title whatsoever, and Purchaser agrees to accept a Bargain and Sale deed from the Seller as full performance of Seller's obligations hereunder and in consideration of payment of the Purchase Price in full. The Property will be conveyed to the Purchaser 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.

5. TAXES, ADJUSTMENTS, OTHER ASSESSMENTS:

(a) Real Estate Taxes: Subject to subpart (b) below, Seller shall convey the Property free and clear of any delinquent real estate taxes. Notwithstanding anything in this Agreement to the contrary, the closing date shall be deemed extended until Seller, exercising diligent and good faith efforts, has been able to clear the title of any such delinquent real estate taxes.

(b) Adjustments: Notwithstanding anything contained herein to the contrary, only those charges and expenses which Purchaser is not obligated to pay pursuant to the Lease, and which are customarily adjusted for at closings in Rhode Island, if any, shall be adjusted at Closing.

(c) Assessments: If the Property is affected by any assessment for public improvements or infrastructure, said assessments shall be prorated to the date of the Closing in the same manner stated above concerning real estate taxes.

(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 Purchaser at Closing. Notwithstanding the foregoing, Seller shall pay for all deed preparation costs, and the cost of recording any discharges, releases or other documents necessary to deliver title to the Property in accordance herewith (except for the cost of recording the deed, which shall be paid by Purchaser).

6. RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION. Purchaser 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 Purchaser 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.

7. 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 Schedule 1 and, if applicable, a non-foreign affidavit executed by Seller, containing such information as is required by Internal Revenue Code and the regulations thereunder.

8. DOCUMENTS TO BE DELIVERED BY PURCHASER AT CLOSING. At the Closing Purchaser 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 and such other instruments and documents as are reasonable and/or customarily provided by purchasers in transactions such as the one contemplated herein.

9. DEFAULT. Upon default by the Purchaser or the Seller in the performance of this Agreement, the non-defaulting party may terminate this Agreement by written notice to the defaulting party as its sole and exclusive remedy, and this Agreement shall thereupon become void and of no further force or effect whatsoever.

10. 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. Notwithstanding the foregoing, Purchaser may assign this Agreement to any entity which Purchaser owns or has a direct controlling interest in. In the event of any such assignment, however, the undersigned Purchaser (i.e., the assignor) shall not be released from the obligations of Purchaser under this Agreement.

11. 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 Purchaser, 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.

12. 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.

13. 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.

14. BROKERS. Purchaser 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. Purchaser 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.

15. 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.

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[Signature page follows]

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

SELLER:

BUYER:

Providence Redevelopment Agency

African Alliance of Rhode Island

\_\_\_\_\_  
Name:

Title:

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

\_\_\_\_\_  
Name:

Title:

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

## SCHEDULE 1 TO SALE AND DEVELOPMENT AGREEMENT

### BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and \_\_\_\_\_ (hereinafter the "Grantee"), and for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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 as a commercial farm and/or a community garden, in compliance with all applicable laws, and is authorized to build, construct, rebuild, replace, and maintain a greenhouse or other structures or improvements related to a garden or farm and for no other purpose 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, and any and all improvements reasonably required in order to conduct such use shall have been constructed, by no later than two (2) years following the date of this deed. The foregoing restrictions (the "Deed Restriction"): (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) is not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Deed Restriction to become effective and constitute a deed restriction and covenant running with the Property is deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that this restriction and covenant runs with the Property. Without limiting the foregoing Deed Restriction and the Grantee's rights to enforce the same pursuant to all of its rights at law and equity, this Deed and this conveyance are upon the condition subsequent that if Grantee should violate the Deed Restriction after written notice from the Grantor and ninety (90) day opportunity to cure, then Grantor shall

thereafter (until such time as such violation is cured) have the right, at the Grantor's sole election, to declare a termination of the title herein granted, by recording a written affidavit of same, signed by the Grantor and recorded in the City of Providence Land Evidence Records, and re-enter and take possession of the Property and thereby terminate and re-vest in Grantor the estate conveyed by this Deed, and such estate shall thereby revert to Grantor. Nevertheless, any re-vesting of title in Seller shall always be subject to and limited by, and shall not defeat, render or limit in any way the lien of any mortgage granted to a bank, credit union, insurance company, or other type of institutional lender.

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 \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PROVIDENCE REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF RHODE ISLAND        ) SS  
COUNTY OF PROVIDENCE        )

In the City of Providence, in said County and State, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared the above named \_\_\_\_\_, to me known and known by me to be the \_\_\_\_\_ of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

To Bargain & Sale Deed

[Legal description]

Property Address:

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Grantee's Address:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and have hereunto set their respective hands all as of the day and year first above written.

SELLER:

Providence Redevelopment Agency

By: \_\_\_\_\_  
Name: \_\_\_\_\_

PURCHASER:

SWAP Community Land Trust, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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ACKNOWLEDGED AND AGREED:

ESCROW AGENT:

Thibodeau Law, LLP

By: \_\_\_\_\_  
Name: \_\_\_\_\_

