

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 764

Approved November 25, 1983

RESOLVED, That His Honor the Mayor is hereby authorized to execute, pursuant to Ordinance Chapter 1982-53, approved August 12, 1982, a Deed of Conveyance to Rafael Dominguez, or nominee, of 95 Congress Street of that certain Lot or Parcel of Land comprising of approximately 3,902 square feet of land, more or less, situated on Lot 13, as set out and delineated on City Assessor's Plat 52, situated along 164-166 Hamilton Street, for the sum of Eight Hundred Six Dollars and Twenty-Six Cents (\$806.26) containing such terms and conditions as may be approved by His Honor the Mayor and the City Solicitor.

IN CITY COUNCIL

NOV 17 1983

READ AND PASSED

[Signature] PRES.
[Signature] CLERK

APPROVED

NOV 25 1983

[Signature]
MAYOR

**THE COMMITTEE ON
CITY PROPERTY**

**Approves Passage of
The Within Resolution**

Rose M. Menlowe
Clerk ~~Chairman~~

October 26, 1983

NOV 5 1983



S.W.A.P.

(STOP WASTING ABANDONED PROPERTY)

June 24, 1983

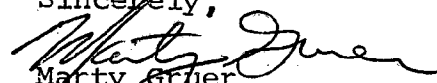
Mr. Andrew Annaldo
Chair of Properties Committee
c/o City Clerk
City Hall
Providence, R.I. 02903

Dear Mr. Annaldo:

Enclosed please find an offer purchase for 164-166 Hamilton.
This offer is being submitted in accordance with Chapter
1982 - 53 #436.

Also enclosed is the affidavit on occupancy requested
by Mr. Diplo of the City Solicitor's Office. We would
appreciate hearing from you as soon as possible on
this matter. Please feel free to call if you have any
questions.

Sincerely,


Marty Gruen
SWAP Staff

439 Pine St., Providence, R.I. 02907

(401) 272-0526

OFFER TO PURCHASE

The undersigned Rafael Dominguez

hereinafter collectively referred to as Buyer(s) do hereby offer to purchase from the City of Providence, the following described parcel of real estate with all buildings and improvements thereon:

Address: 164-166 Hamilton Street, Providence, R.I., 02907.

Assessor's Plat 52 Lot 13

Said offer to Purchase is made under the following terms and conditions:

1. Said conveyance will be subject to plat restrictions of record and municipal regulations, if any.

2. The City of Providence will convey to Buyer(s) a deed to the premises conveying good and clear marketable title to the same, free from all encumbrances, except as hereinbefore stated on or before October 15th. 1983.

3. The Buyer(s) agree to pay to the City of Providence the sum of \$ 750.00 as consideration for the purchase of said real estate of which \$ 100.00 hereinafter called the binder, is to be paid at such time as the City of Providence accepts this offer, to purchase and the balance of \$ 650.00 to be paid upon the delivery of the deed.

4. Personal checks without certification will not be accepted in payment of the purchase price, but, if for any reason the City of Providence shall refuse the tender of a certified check or the check of a bank, the Buyer(s) shall be allowed a reasonable time in which to make a tender in cash.

5. The City of Providence agrees to deliver to Buyer(s), at the time of delivery of the Deed, full possession of said premises, in the same condition in which they now are, reasonable use and wear or other unavoidable casualty excepted, and free of all tenants.

6. If the City of Providence shall be unable to give title and to make, convey and as hereinbefore provided, all payments made by the Buyer(s) under this agreement shall be refunded and all obligations of either party hereto shall cease, provided, however, that the Buyer(s), at their option may waive any defects and take such title as the City of Providence is able to convey, without reduction of the purchase price, and the acceptance of a deed and possession by the Buyer(s) shall be deemed a full performance and discharge hereof.

7. Upon default by the Buyer(s), the City of Providence shall have the right to retain the binder, such right to be without prejudice to the right of the City of Providence to require specific performance or the payment of other and further damages, or to pursue any remedy, legal or equitable, which shall accrue by reason of such default.

8. Buyer(s) do hereby acknowledge that said real estate has been acquired by the City of Providence through the sale of said real estate by said City, for non payment of taxes. Buyer(s) further understand and acknowledge that court action has, or will be instituted by the City of Providence to foreclose the rights of redemption under the tax deed(s) held by said City of Providence. Buyer(s) also understand and acknowledge that it is the purpose of the City of Providence to foster the sale, renovation, and habitation of the real estate in question, and for such reasons, the City of Providence will require Buyer(s), upon delivery of the deed, to sign, execute and acknowledge an affidavit of occupancy, a copy of which is attached hereto and Buyer(s) covenant and agree to sign, execute, and acknowledge said affidavit at the time of delivery of the deed at closing.

9. This offer, shall be binding upon, and enure to the benefit of the heirs, administrators, executors, successors and assigns of the Buyer(s).

10. The within offer shall be deemed to have been accepted under the terms and conditions herein set forth, by the passage of a resolution by the Providence City Council authorizing the within conveyance, and the acceptance by the City of Providence of the binder as herein set forth.

WITNESS our hands this 15th day of July
1983.

WITNESS:

Juanita Soto
Juanita Soto

X Rafael Dominguez
BUYER(S)

BUYER(S)

EXTENSION

The time within which the parties may consummate this agreement may be extended up to and including _____,
19 .

BUYER(S)

BUYER(S)

CITY OF PROVIDENCE

AFFIDAVIT

I/WE, the undersigned Buyer(s) of real estate (hereinafter referred as "the home") situated at 164-166 Hamilton Street,
Providence, R.I., 02907(address) In the City of Providence, State
of Rhode Island, on oath depose and say:

1. I/we intend to occupy the home as my/our principal and permanent place of residence within 90 days of the date of closing, and will continue to occupy said home as my/our principal and permanent place of residence for a period of at least two (2) years thereafter.

2. I/w have no present intent to sell, assign or transfer ownership of said home to another, and have not entered into any agreement, understanding or other arrangement to sell, assign or transfer said home.

3. I/we declare under penalty of perjury that the foregoing representations are true and correct.

Rafael Dominguez
BUYER(S)

BUYER(S)

STATE OF RHODE ISLAND

COUNT OF _____

Subscribed and sworn to before me on this 23rd day of

June, 1983

Spring Lanza
(NOTARY PUBLIC)

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BUYER(S)

BUYER(S)

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BUYER(S)

BUYER(S)

CITY OF PROVIDENCE

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: September 26, 1983

TO: Theodore C. Littler, City Assessor

SUBJECT: OFFERS TO PURCHASE PROPERTY - SWAP PROGRAM

CONSIDERED BY: Councilman Andrew J. Annaldo, Chairman-Committee on City Property

DISPOSITION:

The above named Committee is in receipt of requests to purchase property in accordance with Chapter 1982-53 of the Ordinances of the City of Providence, approved August 12, 1982:

The proposed purchasers have offered the following sums:

164-166 Hamilton Street - \$750.00
Lot 13, Plat 52

80 Messer Street - \$500.00
Lot 35 - Plat 36

City Clerk

THEODORE C. LITTLER
CITY ASSESSOR



VINCENT A. CIANCI, JR.
MAYOR

FINANCE DEPARTMENT
CITY ASSESSOR

MEMORANDUM

TO: COUNCILMAN ANDREW ANNALDO, CHAIRMAN
COMMITTEE ON CITY PROPERTY

FROM: THEODORE C. LITTLER, CITY ASSESSOR

DATE: SEPTEMBER 29, 1983

RE: APPRAISED VALUATIONS

With regard to the memorandum of September 26, 1983, the following information is submitted:

1. 164-166 Hamilton Street - Plat 52, Lot 13
2. 80 Messer Street, Plat 36, Lot 35

In determining the value of any property in the City, this office has a long standing policy of applying a minimum value to all boarded up residential properties: such value is a total of the land value plus a standard \$1,500 boarded-up building value.

Therefore, in the case of the two properties in question, we have determined the values to be as follows:

#	Land Value	Boarded Bldg. Value	Total
1.	\$2,900 (3,902 sq.ft.)	\$1,500	\$4,400
2.	\$1,960 (4,092 sq.ft.)	\$1,500	\$3,460

ads