

OFFICE OF THE CITY ASSESSOR
CITY HALL
PROVIDENCE, RHODE ISLAND

CERTIFICATE NO. 310

DATE 6/12/2018

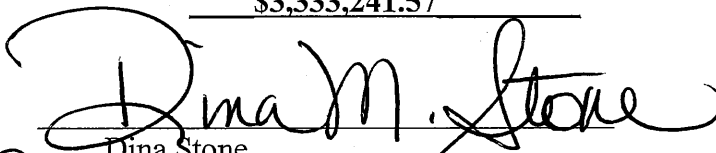
TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

PURSUANT TO THE PROVISIONS OF SECTION 14 AND 15 OF TITLE 44, CHAPTER 7 OF THE GENERAL LAWS OF RHODE ISLAND, AS AMENDED, THE UNDERSIGNED CITY ASSESSOR OF THE CITY OF PROVIDENCE HEREBY REQUESTS YOUR HONORABLE BODY TO CANCEL THE FOLLOWING TAX ASSESSMENTS/TAX OR SUCH PART THEROF AS MAY BE REQUESTED AS HEREIN SET FORTH.

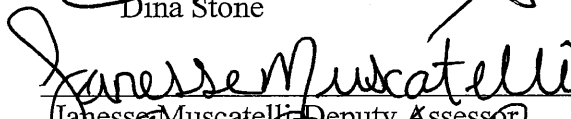
YEAR	REAL ESTATE TAX ABATED	TANGIBLE TAX ABATED
2005.....	_____	_____
2006.....	_____	_____
2007.....	_____	_____
2008.....	_____	_____
2009.....	_____	_____
2010.....	_____	_____
2011.....	_____	_____
2012.....	_____	_____
2013.....	_____	\$8,782.96
2014.....	_____	\$244.16
2015.....	_____	\$1,197.56
2016.....	\$755,915.14	\$19,478.76
2017.....	\$2,547,622.99	_____
TOTAL.....	\$3,303,538.13	\$29,703.44

GRAND TOTAL..... \$3,333,241.57


PREPARED BY:

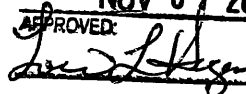

Dina Stone

CHECKED BY:


Janesse Muscatelli Deputy Assessor

APPROVED BY:


Thaddeus J. Jankowski Jr. - City Assessor

IN CITY COUNCIL
NOV 01 2018
APPROVED:  CLERK

Real Estate Abatement Report
1/2/2018 to 3/31/2018

Plat/Lot	Year	Name	Entry Date	AMOUNT	TYPE	Reason Code	NOTES	Modified by
005-0167-0000	2016	Gregory R Bertoncini	2/22/18	(\$1,761.65)	ab	OO	Prorated OO/purchased another property and applied OO to 9/1/353	Dstone
005-0196-0000	2017	Alisa M Kean	2/23/18	(\$534.45)	ab	OO	PRORATED OO 2 MTH OO 10 MTH NOO	Dstone
005-0504-0002	2017	Jeffrey Buress	3/19/18	(\$2,363.21)	ab	OO	Applied OO rate w/ 12% penalty	Dstone
006-0449-0000	2016	Claire E Cronin	2/13/18	(\$3,974.69)	ab	OO	OO abatement for 11 mths	Dstone
009-0587-0000	2017	Christie Tompkins Ray	2/13/18	(\$3,908.05)	ab	OO	Prorate OO 6mths	Jmontague
014-0228-0000	2017	Justynian Missiuro	1/23/18	(\$702.33)	ab	OO	prorated OO-JMM	Dstone
016-0344-0004	2017	Tyler Tannock	2/1/18	(\$2,390.15)	ab	OO	Applied OO w./ 12% penalty	Dstone
016-0570-0049	2017	J Curtis Varone	3/6/18	(\$733.87)	ab	OO	Prorated OO- NOO 8mths OO 4mths	Dstone
019-0102-0404	2017	Daniel G Rubalcaba	3/22/18	(\$5,592.48)	ab	OO	OO was not prorated correctly- OO w/12% penlaty	Dstone
019-0143-L001	2017	PR1 XVIII LP	1/23/18	(\$20,265.74)	ab	Set	Settlement agreement	Dstone
019-0143-L002	2017	Omni Rhode Island LLC	1/23/18	(\$50,823.08)	ab	Set	Settlement agreement	Dstone
020-0167-0000	2017	276 Westminster LLC	1/26/18	(\$1,387.26)	ab	FA	1st appeal reduction, per settlement, from \$617,200 to \$579,400	Jmontague
020-0169-0000	2016	Lapham 290 LLC	3/22/18	(\$13,615.70)	ab	Set	reduce assmt.from 2,468,100 to \$2,097,100 per settlement	Dstone
020-0169-0000	2017	Lapham 290 LLC	1/26/18	(\$13,615.71)	ab	FA	1st appeal reduction, per settlement, from \$2,468,100 to \$2,097,100	Jmontague
025-0022-0002	2017	Elizabeth V Tortolani	3/22/18	(\$3,586.10)	ab	OO	OO was not coded for 2017. applied OO tax rate	Dstone
028-0068-0000	2017	Michael Pettit	3/12/18	(\$2,590.52)	ab	OO	Applied OO w/ 12% penalty-provided license and documentation for proof	Dstone
028-0276-0000	2017	HILDA D PELLA	2/12/18	(\$999.28)	ab	OO	OO mixed use 65% comm 35% res	Jmontague
035-0175-100B	2017	Daniel S Pellett	3/12/18	(\$673.32)	ab	OO	Prorated OO 7 mths NOO 5 mths OO	Dstone
039-0181-0009	2017	ABdel Gabar Mustafa	3/19/18	(\$1,687.98)	ab	OO	12% penalty/late filing	Jmontague
039-0404-000B	2017	Patrick M Gallagher	2/2/18	(\$5,628.10)	ab	OO	11% penalty/late filing	Jmontague
040-0270-0000	2017	Marie Jean Langlois Trustee	2/14/18	(\$2,804.24)	ab	OO	Prorate OO 11 mths	Jmontague
041-0296-0000	2017	Patrick G Holtenbeck	1/11/18	(\$2,409.82)	ab	FA	1st appeal reduction from \$ 518,800 to \$443,400	Jmontague
043-0218-0000	2017	Juan C Rodriguez	1/25/18	(\$249.05)	ab	OO	Prorate OO 11mths	Jmontague
047-0770-0000	2016	Rhode Island Housing Development	3/15/18	(\$5,046.48)	ab	Exempt	Taxes abated for 2016 & 2017, per Law Dept(Sam Budway). RI Hsing Dev Corp is now exempt under RIGL 42-55-24	Jmontague
047-0770-0000	2017	Rhode Island Housing Development	3/15/18	(\$5,046.48)	ab	Exempt	Taxes abated for 2016 & 2017, per Law Dept(Sam Budway). RI Hsing Dev Corp is now exempt under RIGL 42-55-24	Jmontague
047-0771-0000	2016	Rhode Island Housing Development	3/15/18	(\$5,046.48)	ab	Exempt	Taxes abated for 2016 & 2017, per Law Dept(Sam Budway). RI Hsing Dev Corp is now exempt under RIGL 42-55-24	Jmontague
047-0771-0000	2017	Rhode Island Housing Development	3/15/18	(\$5,046.48)	ab	Exempt	Taxes abated for 2016 & 2017, per Law Dept(Sam Budway). RI Hsing Dev Corp is now exempt under RIGL 42-55-24	Jmontague
048-1169-0000	2016	PCHC Bearman and Smith Mill LLC	1/18/18	(\$251,762.24)	ab	TS	Per TSA Ord. 2017-55 retroactive TSA payment schedule. \$150,000 per year	jmuscatelli
048-1169-0000	2017	PCHC Beaman and Smith Mill LLC	1/18/18	(\$251,762.24)	ab	TS	Per TSA Ord. 2017-55 retroactive TSA payment schedule. \$150,000 per year	jmuscatelli
049-0323-0000	2017	Milurs M Santana	2/2/18	(\$1,129.14)	ab	OO	10% penalty late filing	Jmontague
050-0724-0000	2016	Providence Water Board	2/20/18	(\$353,421.00)	ab	Exempt	PWB not required to pay taxes	jmuscatelli
052-0545-0000	2017	Ramon Rollins	2/1/18	(\$1,449.13)	ab	OO	OO w/ 12% penalty	Dstone
053-0406-0000	2017	Keyla A Lluperes De Ortiz	2/6/18	(\$928.99)	ab	OO	Prorate 5mths OO	Jmontague
054-0114-0000	2017	Marie Celestin	1/11/18	(\$285.19)	ab	OO	Prorate OO 10mths	Jmontague
057-0117-0000	2017	Richard Nardella	3/23/18	(\$932.32)	ab	OO	12% penalty/late filing OO	Jmontague
057-0266-0000	2017	Katiuska Perez	1/11/18	(\$559.61)	ab	OO	OO prorated 9mths	Jmontague
061-0394-0000	2017	Zachary Place	2/28/18	(\$1,547.28)	ab	OO	12% penalty/late filing OO	Jmontague
062-0618-0000	2017	New Polish National Home LLC	3/30/18	(\$14,885.52)	ab	Exempt	Tax exempt entity. Application submitted	Jmuscatelli
063-0158-0000	2017	Oscay A Parra	1/22/18	(\$1,239.67)	ab	OO	10% penalty late filing	Jmontague
070-0104-0000	2017	Daniel Torres	1/17/18	(\$4,486.70)	ab	OO))w/12% penalty. provided proof of residency	Dstone

Real Estate Abatement Report
1/2/2018 to 3/31/2018

075-0054-0000	2017	Danilo Reyes	2/9/18	(\$1,926.71)	ab	OO	11% penalty/late filing		Jmontague
082-0234-000A	2017	PROSPECT CHARTERCARE RMMC,LLC	1/17/18	(\$493,493.92)	ab	TS	unit benefits from sec. 9 of TSA - opinion of Solicitor to abate in full		jmuscatelli
082-0234-000B	2017	Valley Stream Property LLC	1/18/18	(\$1,461,797.72)	ab	TS	unit benefits from sec. 9 of TSA - opinion of Solicitor to abate in full		jmuscatelli
082-0331-0000	2016	700 Smith Street Providence LLC	3/22/18	(\$115,821.56)	ab	Set	Settlement agreement reducing assmt.from \$17,725,900 to \$14,570,000		Dstone
082-0331-0000	2017	700 Smith Street Providence LLC	3/22/18	(\$133,679.75)	ab	Set	Per settlement agreement reduce assmt from 17,725,900 to 14,570,000		Dstone
084-0130-0000	2017	Shellie Ann Kamson	2/6/18	(\$401.73)	ab	OO	Prorate 11mths OO		Jmontague
086-0254-0000	2017	Julie Medina	3/5/18	(\$2,965.72)	ab	OO	Prorate OO 8mths		Jmontague
087-0744-0000	2017	Beatriz Ferreira For Life	1/31/18	(\$2,254.95)	ab	OO	OO w/12% penalty		Dstone
088-0091-0000	2017	Luis C Velez	1/11/18	(\$1,339.80)	ab	OO	OO rate prorated 4mths		Jmontague
093-0266-0000	2017	Vivian Waivai Sung Trustee	3/8/18	(\$6,319.44)	ab	OO	OO left off for 2017 tax bill, owner showed proof that she applied in 2016.		Jmontague
093-0292-0000	2017	HAMMETT K NUROSI	1/31/18	(\$2,938.13)	ab	OO	OO rate pro rated 68% no 32%oo		Jmontague
096-0160-0000	2016	Rhode Island Housing Development	3/15/18	(\$4,407.28)	ab	E	Taxes abated for 2016 & 2017, per Law Dept(Sam Budway). RI Hsing Dev Corp is now exempt under RIGL 42-55-24		Jmontague
096-0160-0000	2017	Rhode Island Housing Development	3/15/18	(\$4,407.28)	ab	E	Taxes abated for 2016 & 2017, per Law Dept(Sam Budway). RI Hsing Dev Corp is now exempt under RIGL 42-55-24		Jmontague
097-0281-0000	2017	MANUEL FALLAS	3/19/18	(\$438.04)	ab	Indigent	Indigent		Dstone
104-0077-0000	2017	Luis Cardona	3/19/18	(\$1,510.22)	ab	OO	12% penalty/late filing		Jmontague
105-0312-0000	2016	Antonio Brache	2/27/18	(\$1,058.06)	ab	OO	OO prorated		Dstone
105-0312-0000	2017	Antonio Brache	2/27/18	(\$1,314.30)	ab	OO	OO w/ 12% penalty		Dstone
108-0014-0000	2017	Jorge Paz	3/21/18	(\$1,541.82)	ab	OO	Applied OO w/ 12% penalty		Dstone
112-0163-0000	2017	Ismael Mota Montufar	1/19/18	(\$1,469.80)	ab	OO	10% penalty/late filing		Jmontague
113-0163-0000	2017	Luis G Guardo	3/14/18	(\$1,388.40)	ab	OO	OO rate was left off for 2017 tax bill. Homeowner had applied in 2016		Jmontague
113-0358-0000	2017	Francisco Gramajo	1/22/18	(\$1,091.53)	ab	OO	Prorate OO 5mths/36%no 64% oo		Jmontague
114-0438-0000	2017	Anna Maria Demasi	3/19/18	(\$625.77)	ab	OO	OO Prorate 9mths		Jmontague
115-0534-0000	2017	Nico A Santagata	3/7/18	(\$1,124.70)	ab	OO	Prorate OO 4mths		Jmontague
116-0026-0000	2017	Carly M Stearnbourne	1/5/18	(\$463.02)	ab	OO	Prorate OO 10 mths		Jmontague
116-0502-0000	2017	Johanna Maldonado	1/19/18	(\$1,123.88)	ab	OO	Prorated OO		Dstone
117-0005-0000	2017	Tiana Ochoa	3/19/18	(\$1,647.60)	ab	OO	12% penalty/late filing OO		Jmontague
118-0196-0000	2017	Michael Halzel	1/31/18	(\$2,249.49)	ab	OO	OO w/ 12% penalty		Dstone
118-0275-0000	2017	George Elliott	3/6/18	(\$1,550.54)	ab	OO	Pro rate OO 5mths		Jmontague
122-0391-0000	2017	John T O'Shea	2/2/18	(\$1,902.74)	ab	OO	OOw/ 12% penalty		Dstone
123-0053-0000	2017	Kristy D Oliver	1/17/18	(\$1,200.21)	ab	OO	10% penalty late filing		Jmontague
123-0146-0000	2017	Jose R Portillo	2/9/18	(\$1,405.52)	ab	OO	OO w/ 12% penalty		Dstone
128-0140-0000	2017	James Carr	2/6/18	(\$560.48)	ab	OO	OO prorated 9mths/68% no 32% oo		Jmontague
129-0077-0000	2017	Antigone Reyes	3/8/18	(\$1,246.29)	ab	OO	13% penalty/late filing		Jmontague
TOTAL:			(\$3,303,538.13)		ab				

Real Estate Abatement Report
1/1/2018 to 3/31/2018

Sum of AMOUNT	
Reason Code	Total
E	\$ (4,407.28) EXEMPT
Exempt	\$ (388,492.44) EXEMPT
FA	\$ (17,412.79) FIRST APPEAL
Indignet	\$ (438.04) INDIGENT
OO	\$ (95,358.35) OWNER OCCUPIED
Set	\$ (334,205.83) SETTLEMENTS
TS	\$ (2,458,816.12) TAX STABILIZATIONS
(blank)	\$ (4,407.28) EXEMPT
Grand Total	\$ (3,303,538.13)

Sum of AMOUNT	
Year	Total
2016	\$ (755,915.14)
2017	\$ (2,547,622.99)
Grand Total	\$ (3,303,538.13)

Sum of AMOUNT	
Modified by	Total
Dstone	\$ (378,333.23)
Jmontague	\$ (98,082.26)
jmuscatelli	\$ (2,827,122.64)
Grand Total	\$ (3,303,538.13)

Tangible Abatement Report
1/1/2018 to 3/131/2018

Account #	Name	Year	ENTRY DATE	AMOUNT	Type	Notes	Reason Code	Modified by
99147580	Verduchi Dennis	2014	01/18/2018	(\$8,538.80)	ab	Year 2014 had a govern computer billing glitch	VC Tang	Kscarcella
99177390	Clayton Company Inc	2014	02/13/2018	(\$244.16)	ab	Per letter on file oob as of October 2012-moved to North Providence	OOB	Kscarcella
99177390	Clayton Company Inc	2015	02/13/2018	(\$244.16)	ab	Per letter on file oob as of October 2012-moved to North Providence	OOB	Kscarcella
99177390	Clayton Company Inc	2016	02/13/2018	(\$381.48)	ab	Per letter on file oob as of October 2012-moved to North Providence	OOB	Kscarcella
99319290	New England Center For Pediatr	2016	03/15/2018	(\$816.08)	ab	Incorrect assessment entered	VC	Kscarcella
99105890	Balasco Diane E	2017	01/03/2018	(\$139.52)	ab	value change	VC Tang	Tscott
99104040	Tamboe William	2017	01/08/2018	(\$305.20)	ab	oob-sold property/business August 2015	OOB	Kscarcella
99168050	Kpmg Llp	2017	01/26/2018	(\$18,000.00)	ab	BTAR decision-01/26/2018	BTAR	Kscarcella
99319290	New England Center For Pediatr	2017	03/15/2018	(\$1,034.04)	ab	Incorrect assessment entered	VC	Kscarcella
			TOTAL:	(\$29,703.44)				

Tangible Abatement Report
1/1/2018 to 3/31/2018

Sum of AMOUNT	
Reason Code	Total
BTAR	\$ (18,000.00) SECOND APPEAL-BTAR
OOB	\$ (1,175.00) OUT OF BUSINESS
VC	\$ (1,850.12) VALUE CHANGE
VC Tang	\$ (8,678.32) VALUE CHANGE
Grand Total	\$ (29,703.44)

Sum of AMOUNT	
Year	Total
2014	\$ (8,782.96)
2015	\$ (244.16)
2016	\$ (1,197.56)
2017	\$ (19,478.76)
Grand Total	\$ (29,703.44)

Sum of AMOUNT	
Modified by	Total
Kscarcella	\$ (29,563.92)
Tscott	\$ (139.52)
Grand Total	\$ (29,703.44)

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and between 700 Smith Street Providence LLC ("Smith Street"), and the City of Providence (the "City"). In consideration of the mutual promises contained herein and other good and lawful consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Smith Street and the City have executed this Agreement to resolve all disputed claims concerning the assessment of Smith Street's real property located at 800 Smith Street, Providence, Rhode Island, known as Capitol Ridge, and further identified by the Providence Tax Assessor as Plat 82, Lot 0331 (the "Property").
2. This Agreement constitutes the resolution of all disputed claims by and among Smith Street and the City concerning the Property regarding Tax Year 2016, Tax Year 2017, Tax Year 2018, and no other tax year.
3. Smith Street and the City hereby agree that the City shall assess the Property at \$14,570,000 for Tax Year 2016 (assessment as of 12/31/2015), \$14,570,000 for Tax Year 2017 (assessment as of 12/31/2016), and \$14,570,000 for Tax Year 2018 (assessment as of 12/31/2017).
4. Based on the above agreed upon assessments, Smith Street has overpaid the City in the amount of \$115,821.56 concerning Tax Year 2016 and \$86,866.17 concerning the first 3 quarters of Tax Year 2017, for a total amount of \$202,687.73 (the "Credit"). The City shall revise the Tax Year 2017 fourth quarter tax payment in accordance herewith such that the new amount due and owed for fourth quarter is \$133,679.75 to pay Tax Year 2017 in full.
5. The City shall apply the Credit as follows:
 - a. \$133,679.75 as full payment for Smith Street's real estate taxes for Q4 of Tax Year 2017.
 - b. \$69,007.98 to be applied against Smith Street's real estate taxes for Q1 of Tax Year 2018.
6. Within one (1) week from the date of the full execution of this Settlement Agreement, Smith Street and the City shall file a stipulation in the lawsuit pending in Providence County Superior Court captioned 700 Smith Street Providence LLC v. The City of Providence.

by and through David Quinn, in his capacity as Tax Assessor, P.C. No. 2017-1532, stating that Smith Street's Petition is dismissed with prejudice, the parties shall bear their own attorneys' fees and costs, and all rights of appeal are waived.

7. This Agreement shall be binding upon and inure to the benefit of Smith Street and the City, and their heirs, successors and assigns.

8. This Agreement embodies the entire agreement between Smith Street and the City, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by Smith Street and the City.

9. Smith Street and the City hereby represent and warrant that they have read this Agreement in its entirety, that they have had the opportunity to review it with legal counsel of their choice, and that their counsel have fully explained the terms and provisions of this Agreement to them prior to their execution thereof. Smith Street and the City further represent and warrant that they have executed this Agreement of their own free will and accord and without further representation of any kind or character not expressly set forth herein.

10. This Agreement is entered into in order to resolve, settle and compromise the matters in dispute between Smith Street and the City to avoid the cost, expense and effort of protracted and disputed litigation, and in no event is to be construed as an admission of liability which is expressly denied.

11. This Agreement is to be governed by and construed under the laws of the State of Rhode Island and the United States, to the extent they preempt or supersede the laws of the State of Rhode Island, without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, Smith Street and the City, having read the foregoing Settlement Agreement carefully and knowingly, understanding its contents, and signing the same as their own free act and deed with full right power and authority.

City of Providence

By: Janesse Muscatelli
Name: Interim Tax Assessor
Title:

STATE OF RHODE ISLAND
PROVIDENCE COUNTY

In Providence, on the 23 day of March, 2018, before me personally appeared Janesse Muscatelli, the Interim Assessor of The City of Providence, to me known and known by me to be the party executing the foregoing instrument in the capacity as the Interim Assessor of The City of Providence, on behalf of said municipality, and acknowledged said instrument, by executed by free act and deed and the free act and deed of said municipality.

Dina M. Stone
Notary Public
My commission expires: 4-16-18
756486

700 Smith Street Providence LLC

By: Jerry Kemper
Name: Jerry Kemper
Title: CFO

STATE OF Massachusetts
COUNTY OF Middlesex

In March, on the 21st day of March, 2018, before me personally appeared Jerry Kemper, the Manager of 700 Smith Street Providence LLC, to me known and known by me to be the party executing the foregoing instrument in the capacity as Manager of 700 Smith Street Providence LLC, on behalf of said limited liability company, and acknowledged said instrument, by executed by free act and deed and the free act and deed of said limited liability company.



LINDA P MARRONE
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
January 27, 2023

Linda Marrone
Notary Public Linda Marrone
My commission expires: January 27, 2023

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

Lapham 290, LLC

Plaintiff,

v.

C.A. No. PC-2016-5178

DAVID QUINN, in his Capacity as
Tax Assessor for the City of Providence
Rhode Island and THE CITY OF
PROVDIENCE, and JAMES LOMBARDI, III
In his capacity as Treasurer of the City of
Providence,

Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and between Lapham 290, LLC ("Petitioner"), and the City of Providence (the "City"). In consideration of the mutual promises contained herein and other good and lawful consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Petitioner and the City have executed this Agreement to resolve all disputed claims concerning the assessment of Petitioner's real property located at 290 Westminster Street, Providence, Rhode Island and further identified by the Providence Tax Assessor as Plat 20 Lot 169 (the "Property").
2. This Agreement constitutes the resolution of all disputed claims by and among Petitioner and the City concerning the Property regarding Tax Years 2016 and 2017.
3. Petitioner and the City hereby agree that the City shall assess the Property at \$2,097,100.00 for Tax Years 2016 and 2017 (assessment as of 12/31/2015 and 12/31/2016, respectively).
4. Based on the above agreed upon assessments, the City shall credit Petitioner the aggregate of their overpayments of taxes on the Property for Tax Years 2016 and 2017, with such credit to be applied to pay current and future taxes due on the Property until the credit is exhausted.

5. Simultaneous with the full execution of this Settlement Agreement, the parties shall execute and the City shall file a dismissal stipulation in the lawsuit pending in Providence County Superior Court captioned Lapham 290, LLC v. David Quinn, in his capacity as Tax Assessor, et al., C.A. No. 2016-5178, stating that Petitioner's Petition is dismissed with prejudice and the parties shall bear their own attorneys' fees and costs.

6. This Agreement shall be binding upon and inure to the benefit of Petitioner and the City, and their heirs, successors and assigns.

7. This Agreement embodies the entire agreement between Petitioner and the City, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by Petitioner and the City.

8. Petitioner and the City hereby represent and warrant that they have read this Agreement in its entirety, that they have had the opportunity to review it with legal counsel of their choice, and that their counsel have fully explained the terms and provisions of this Agreement to them prior to their execution thereof. Petitioner and the City further represent and warrant that they have executed this Agreement of their own free will and accord and without further representation of any kind or character not expressly set forth herein.

9. This Agreement is entered into in order to resolve, settle and compromise the matters in dispute between Petitioner and the City to avoid the cost, expense and effort of protracted and disputed litigation and in no event is to be construed as an admission of liability which is expressly denied.

10. This Agreement is to be governed by and construed under the laws of the State of Rhode Island and the United States, to the extent they preempt or supersede the laws of the State of Rhode Island, without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, Petitioner and the City, having read the foregoing Settlement Agreement carefully and knowingly, understanding its contents, and signing the same as their own free act and deed with full right power and authority.

City of Providence

By: Janette Muscatelli
Name: Interim Tax Assessor
Title:

STATE OF RHODE ISLAND
PROVIDENCE COUNTY

In Providence, on the 1st day of March, 2018, before me personally appeared Janette Muscatelli, the Interim Assessor of The City of Providence, to me known and known by me to be the party executing the foregoing instrument in the capacity as the Interim Assessor of The City of Providence, on behalf of said municipality, and acknowledged said instrument, by executed by free act and deed and the free act and deed of said municipality.

Dina M. Stone
Notary Public
My commission expires: 4/16/18
#756486

Lapham 290, LLC

By: [Signature]

Name:

NICHOLAS HERGENROTTER

Title:

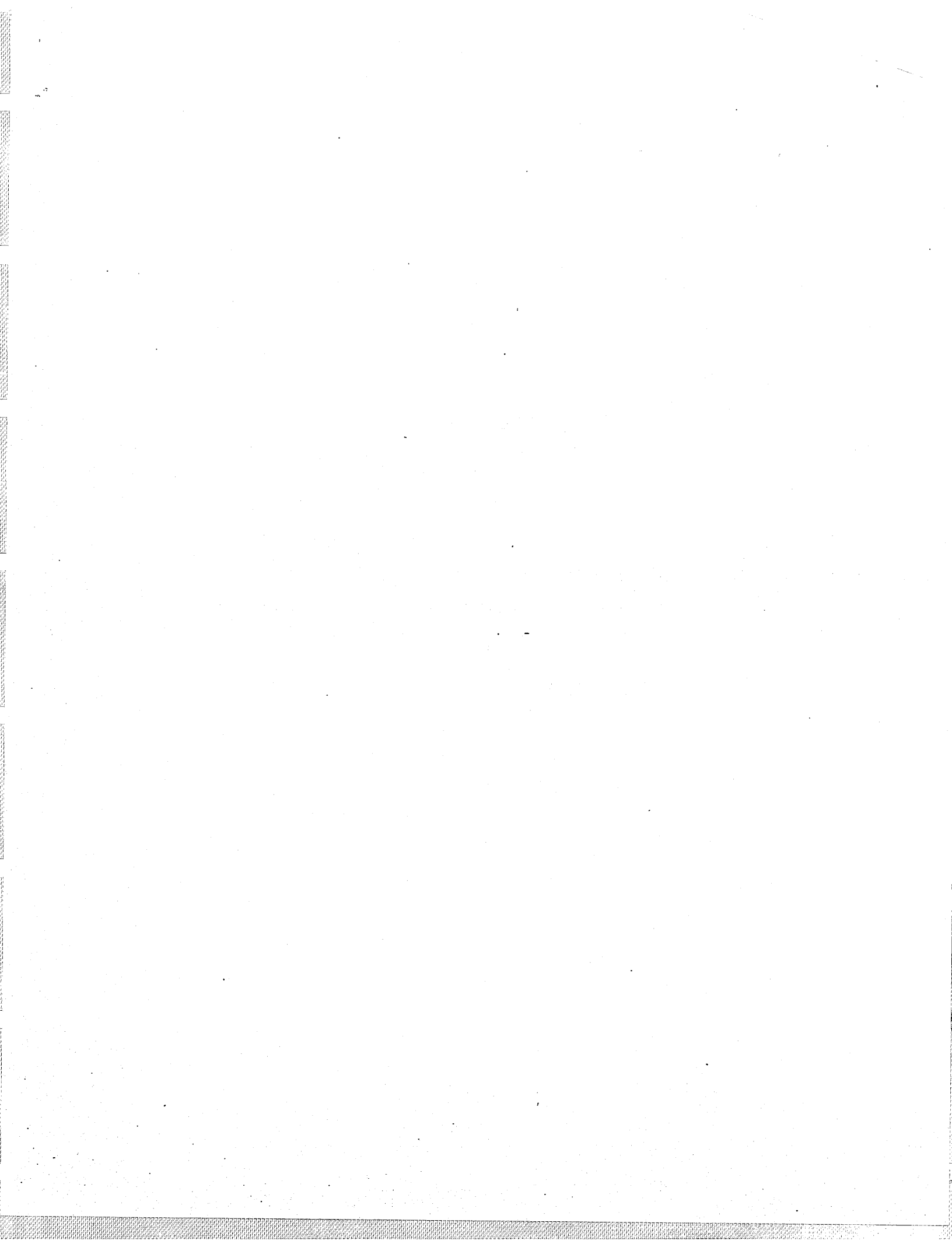
Attorney

STATE OF Rhode Island
COUNTY OF Providence

In Providence, on the 28th day of February, 2018, before me personally appeared Nicholas Hergenrotter, the individual, to me known and known by me to be the party executing the foregoing instrument in the capacity as Attorney, on behalf of said limited liability company, and acknowledged said instrument, by executed by free act and deed and the free act and deed of said limited liability company.

[Signature]
Notary Public

My commission expires: 10/13/21



JEFFREY T. DANA
City Solicitor



JORGE O. ELORZA
Mayor

Office of the City Solicitor

MEMORANDUM

TO: Thaddeus J. Jankowski Jr., Tax Assessor
FROM: Nicholas Poulos
RE: Certificate 31-Q Settlement Agreements
DATE: October 11, 2018

Mr. Jankowski,

In response to your request, the Law Department has reviewed the documents provided, entitled "Real Estate Abatement Report – 1/2/2018 to 3/31/2018." The Law Department has reviewed the following settlement agreements for form and correctness.

- 700 Smith Street Providence LLC
- PRI XVIII LP
- Omni Rhode Island LLC
- 276 Westminster LLC
- Lapham 290 LLC
- Edward F. Bishop
- Moshassuck Square, LLC
- 15 Park Row West Holdings LLC

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas P. Poulos".

Nicholas P. Poulos
Assistant City Solicitor

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of April 30, 2018 by and between the City of Providence, Rhode Island (the "City"), on the one hand, and Omni Rhode Island, LLC and PRI XVIII LP (collectively, "Omni") on the other hand.

WHEREAS, Omni owns three parcels of real property in the City located at 109 West Exchange Street, which are designated by the City's Tax Assessor as Plat 19, Lot 143, Units H001, L001 and L002 (collectively, the "Property"); and

WHEREAS, Omni filed lawsuits against the City in the Superior Court for Providence County, Rhode Island seeking to recover real property taxes paid to the City in connection with the Property for each of tax years 2013-2015, said actions being captioned Omni Rhode Island, LLC v. Janesse Muscatelli, Interim Tax Assessor, C.A. No. PC2016-4163; Omni Rhode Island, LLC v. Janesse Muscatelli, Interim Tax Assessor, C.A. No. PC2015-0748; Omni Rhode Island, LLC v. Janesse Muscatelli, Interim Tax Assessor, C.A. No. PC2014-1843; PRI XVIII LP v. Janesse Muscatelli, Interim Tax Assessor, C.A. No. PC2016-4158; PRI XVIII LP v. Janesse Muscatelli, Interim Tax Assessor, C.A. No. PC2015-0749; and PRI XVIII LP v. Janesse Muscatelli, Interim Tax Assessor, C.A. No. PC2014-1844 (the "Actions"); and

WHEREAS, the Actions were consolidated and tried in the Superior Court for Providence County, Rhode Island in December 2017 and, following the trial, the Court entered judgment in favor of Omni in the amount of \$2,447,344.20, plus costs and interest as provided by statute (the "Judgment"); and

WHEREAS, the City appealed the Judgment to the Supreme Court of Rhode Island, and the Supreme Court has assigned to the appeals the following Case Numbers: SU-2018-101-A;

SU-2-18-102-A; SU-2018-103-A; SU-2018-105-A; SU-2018-106-A; and SU-2018-112-A

(collectively, the "Appeals"); and

WHEREAS, Omni filed administrative appeals with the City Tax Assessor Office for tax years 2016 and 2017 with respect to the Property (the "Claims"); and

WHEREAS, the City has denied all of the material allegations in the Actions and Claims; and

WHEREAS, the parties wish to resolve the Actions, Appeals, and Claims without the costs and burdens associated with further litigation;

NOW, THEREFORE, for valuable consideration the receipt of which each party acknowledges, the parties hereby agree and promise as follows:

1. Cash Refund

Within 30 days of the date this Agreement is executed by the parties, the City will send to Omni's attorney a check made payable to Omni Rhode Island, LLC in the amount of Five Hundred And Fifty Thousand Dollars (\$550,000.00).

2. Credit Against Future Property Tax Bills

Beginning in July 2018 and for an additional 12 quarters thereafter (concluding with the anticipated quarterly tax payment due in July 2021, for credits spread over a total of 13 quarters) the City will recognize and apply a credit in the amount of \$254,285.36 (Two Hundred Fifty-Four Thousand, Two Hundred Eight-Five Dollars and Thirty-Six Cents) per quarter, toward the real property taxes owed by Omni to the City with respect to the tax parcel designated Plat 19, Lot 143, Unit H001.

3. Use Of Credit

To use the credits set forth above, from July 2018 through July 2021, spread over a

period of 13 quarters, Omni shall enclose a copy of this Agreement with the quarterly real property tax payments it makes for the parcel designated Plat 19, Lot 143, Unit H001.

4. Credit Transferrable.

The credit described in paragraph 2 above shall run with the Property, and shall be fully transferrable and assignable by Omni to any subsequent purchaser of the Property or any portion thereof. The subsequent purchaser may use any remaining balance of the credit to pay real property taxes due on the Property in accordance with the terms of this Agreement. Neither Omni nor any subsequent purchaser of the Property, or any portion thereof, shall be permitted to use the credits for any reason other than to pay real property taxes due on the Property in accordance with the terms of this Agreement.

5. No Further Tax On Units L001 And L002

The City agrees that the value of Units L001 and L002 will be included and reflected in the assessment of Unit H001. Therefore, beginning with tax year 2018, absent some material change in their condition, the City will no longer impose any property tax separately on Units L001 and L002, regardless of who owns the Property. Omni agrees that the resolution of its Claims relative to Units L001 and L002 (but not for Unit H001) for tax years 2016 and 2017 is reflected in this Agreement. Therefore, Omni herewith withdraws its Claims related only to L001 and L002 (but not for H001) for tax years 2016 and 2017. Omni further agrees not to file or pursue any other form of administrative or judicial relief with respect to Units L001 and L002 from the beginning of time through and including tax year 2017.

6. Dismissal of Actions and Appeals. Within five business days after this Agreement has been executed by the City, Omni shall cause the Actions to be dismissed with prejudice, and City shall cause the Appeals to be dismissed with prejudice.

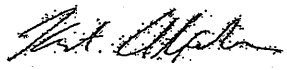
7. Costs and Fees. Omni and the City shall bear their own costs and attorney fees with respect to the Actions and Appeals.
8. Representations And Warranties. Omni and the City each represents and warrants that i) it has the full right, power and authority to enter into this Agreement and ii) that it has received independent legal advice with respect to the advisability of entering into this Agreement.
9. Governing Law. This Agreement is to be governed and interpreted in accordance with the laws of the State of Rhode Island.
10. Drafting Parties. Each party and its counsel have reviewed and revised this Agreement. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof. This Agreement shall be deemed to have been drafted by each party hereto.
11. Enforcement. This Agreement contains the entire agreement between the parties hereto and the terms of this agreement are contractual and not a mere recital. The parties hereto may take any action in law or in equity required to enforce their rights under this Agreement.
12. Execution. It is hereby expressly agreed by the parties that this Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
13. Severability Clause. Any term in this Agreement which is unenforceable or illegal shall be severed from this Agreement and shall not affect the enforceability of other terms of this Agreement.

14. Miscellaneous. The parties hereby acknowledge that this Agreement is the result of a compromise of disputed claims and shall never at any time or for any purpose be considered as an admission of liability or responsibility of any party identified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OMNI RHODE ISLAND, LLC

CITY OF PROVIDENCE

By: 

By: _____


Name: Kurt Alexander

Name: _____

Title: CFO & VP, Treasurer

Title: _____

PRI XVIII, LP

By: 

Name: Kurt Alexander

Title: CFO & VP, Treasurer

OFFICE OF THE CITY ASSESSORS
CITY HALL
PROVIDENCE, RHODE ISLAND

CERTIFICATE NO. 320

DATE 6/12/2018

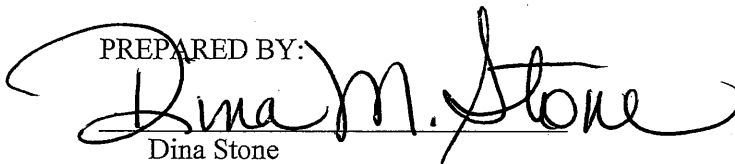
TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

PURSUANT TO THE PROVISIONS OF SECTION 14 AND 15 OF TITLE 44, CHAPTER 7 OF THE GENREAL LAWS OF RHODE ISLAND, AS AMENDED, THE UNDERSIGNED CITY ASSESSOR OF PROVIDENCE HEREBY REQUEST YOUR HONORABLE BODY TO CANCEL THE FOLLOWING TAX ASSESSMENT/TAX OR SUCH PART THEREOF AS MAY BE REQUESTED AS HEREIN SET FORTH.

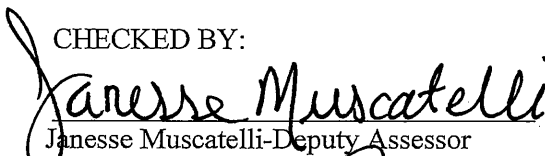
YEAR	MOTOR VEHICLE TAX ABATED
2007.....	_____
2008.....	_____
2009.....	_____
2010.....	_____
2011.....	_____
2012.....	_____
2013.....	_____
2014.....	_____
2015.....	_____
2016.....	<u>\$2,040.04</u>
2017.....	<u>\$16,132.16</u>
TOTAL.....	<u>\$18,172.20</u>

GRAND TOTAL..... \$18,172.20

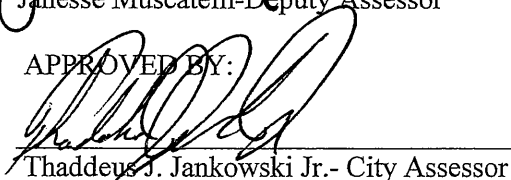
PREPARED BY:


Dina Stone

CHECKED BY:


Janesse Muscatelli-Deputy Assessor

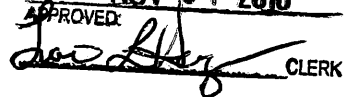
APPROVED BY:


Thaddeus J. Jankowski Jr.- City Assessor

CITY COUNCIL

NOV 01 2018

APPROVED:

 CLERK

Motor Vehicle Abatement Report
1/1/2018 to 3/31/2018

Acct #	Name	Year	ENTRY DATE	AMOUNT	Trans Type	Notes	Reason Code	Modified by
96041947	HONDA LEASE TRUST	2016	03/05/2018	(\$885.04)	ab	PAID TAXES IN EAST GREENWICH	IC	crossario
96066058	DOWNTOWN IMPROVEMENTDISTRICT	2016	03/14/2018	(\$1,155.00)	ab	coded tax exempt, city vehicles	Exempt	crossario
96002696	MARIA SUAZO	2017	01/16/2018	(\$666.48)	ab	WOONSOCKET	IC	crossario
96041947	HONDA LEASE TRUST	2017	03/05/2018	(\$1,181.04)	ab	PAID TAXES IN EAST GREENWHICH	IC	crossario
96026681	ALFONSO V PEREZ	2017	02/21/2018	(\$150.84)	ab	over assessed days	OAD	crossario
96066058	DOWNTOWN IMPROVEMENTDISTRICT	2017	03/14/2018	(\$950.16)	ab	coded tax exempt, city vehicle	Exempt	crossario
96066308	DOMINICAN FATHERS PROVINCE OF ST JOSEPH	2017	03/29/2018	(\$107.16)	ab	tax exempt org	Exempt	crossario
96002696	MARIA SUAZO	2017	01/16/2018	(\$15.84)	ab	woonsocket	IC	crossario
96066308	DOMINICAN FATHERS PROVINCE OF ST JOSEPH	2017	03/29/2018	(\$713.64)	ab	correction from full abatement	Exempt	crossario
95475816	RICHARD G JEGEDE	2017	01/11/2018	(\$115.14)	ab	sub. proof TR - # 07/06/2016	OAD	crossario
96024904	THE HOUSE OF GOD WHICH IS THE CHURCH OF	2017	02/27/2018	(\$224.88)	ab		Exempt	crossario
96066210	PROVIDENCE DOWNTOWN IMPROVEMENT DISTRICT	2017	03/14/2018	(\$753.56)	ab	coded tax exempt, city vehicle	Exempt	crossario
95471571	VW CREDIT LEASING LTD	2017	01/03/2018	(\$1,383.48)	ab	sent to Bristol	IC	crossario
96051111	PENSKE LEASING AND RENTAL COMPANY	2017	01/08/2018	(\$7,298.90)	ab	over assessed days DMV sent proof	OAD	crossario
96083509	AMOS HOUSE	2017	01/11/2018	(\$50.16)	ab	TAX EXEMPT ORG.	Exempt	crossario
96020172	WILFREDO A FLORES	2017	03/14/2018	(\$10.00)	ab	SEE ACCCOUNT 95332504	OAD	crossario
96086209	RICHARD A SMITH	2017	02/14/2018	(\$1,248.00)	ab	SENT TO PAWTUCKET	IC	crossario
96062304	VANESSA A WALKER	2017	03/14/2018	(\$247.88)	ab	submitted proof of total lost	C	crossario
96090586	CHARLES R NEWTON JR	2017	03/26/2018	(\$360.32)	ab	Sent to North Providence	IC	crossario
95196813	CARMINE A PETRARCA JR	2017	02/09/2018	(\$654.68)	ab	SENT TO TIVENTON	IC	crossario
			TOTAL:	(\$18,172.20)				

Motor Vehicle Abatement Report
1/1/2018 to 3/31/2018

Sum of AMOUNT	
Reason Code	Total
C	\$ (247.88)
Exempt	\$ (3,954.56)
IC	\$ (6,394.88)
OAD	\$ (7,574.88)
Grand Total	\$ (18,172.20)

Sum of AMOUNT	
Year	Total
2016	\$ (2,040.04)
2017	\$ (16,132.16)
Grand Total	\$ (18,172.20)

Sum of AMOUNT	
Modified by	Total
crosario	\$ (18,172.20)
Grand Total	\$ (18,172.20)