

RESOLUTION OF THE CITY COUNCIL

No. 338

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 342 Dudley St., Providence, RI

NOW, THEREFORE, BE IT RESOLVED, That the taxes in the amount of \$7,025.62 (Seven Thousand Twenty-Five Dollars and Sixty-Two Cents), assessed upon 342 Dudley St., Providence, a 2,002 sq. ft. vacant lot, Assessors Plat: 023 Lot: 0542, 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: 48
- Lot:0565
- Street Address: 342 Dudley Street
- Present Owner: Providence Redevelopment Agency
- Future Owner: Rafael Roman
- Conflict of Interest: No known conflicts of interest
- Tax liens:
- Purpose: Side yard

ATTACHMENT B

Municipal Lien Certificate

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

\$7,025.62	\$0.00	\$0.00	\$0.00	\$7,025.62	\$6,848.04	\$13,873.66
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INTEREST SHOWN IS VALID FOR 30 DAYS FROM DATE ISSUED. ADDITIONAL CHARGES MAY APPLY IF PAYMENT IS RECEIVED LATER THAN 30 DAYS FROM DATE.

Note:

- Please be aware that unpaid taxes may be subject to tax sale.
- Please contact the Water Supply Board at 521-6300.
- Please contact the Narragansett Bay Commission at 461-8828
- Property within designated City Plat Maps known as 19, 20, 24, 25, & 26 (Downtown Providence District Management Authority) or 10, 12, 13 (Thayer Street District Management Authority) may be subject to an additional assessment. Please call (401) 421-4450 for payment information.

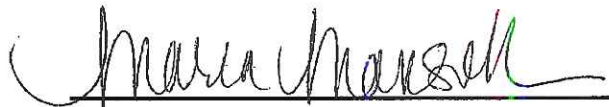
C E R T I F I C A T I O N

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION BEING GIVEN IN ACCORDANCE WITH 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS OF THE DATE PRINTED ABOVE.

Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.

MAILED TO:

PICK-UP



JOHN A. MURPHY
CITY COLLECTOR

MARIA MANSOLILLO
DEPUTY CITY COLLECTOR

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

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
May 02, 2016	023	0542	0000	342 Dudley St	108,764	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	\$178.76	\$0.00	\$0.00	\$0.00	\$178.76	\$19.66	\$198.42	Providence Redevelopm
14	RE	\$182.28	\$0.00	\$0.00	\$0.00	\$182.28	\$41.92	\$224.20	Providence Redevelopm
13	RE	\$182.28	\$0.00	\$0.00	\$0.00	\$182.28	\$63.80	\$246.08	Providence Redevelopm
12	RE	\$829.16	\$0.00	\$0.00	\$0.00	\$829.16	\$389.71	\$1,218.87	Providence Redevelopm
11	RE	\$829.16	\$0.00	\$0.00	\$0.00	\$829.16	\$489.20	\$1,318.36	Providence Redevelopm
10	RE	\$789.88	\$0.00	\$0.00	\$0.00	\$789.88	\$560.81	\$1,350.69	Providence Redevelopm
09	RE	\$568.96	\$0.00	\$0.00	\$0.00	\$568.96	\$472.24	\$1,041.20	Providence Redevelopm
08	RE	\$556.96	\$0.00	\$0.00	\$0.00	\$556.96	\$529.11	\$1,086.07	Providence Redevelopm
07	RE	\$536.76	\$0.00	\$0.00	\$0.00	\$536.76	\$574.33	\$1,111.09	Providence Redevelopm
06	RE	\$447.40	\$0.00	\$0.00	\$0.00	\$447.40	\$532.41	\$979.81	Providence Redevelopm
05	RE	\$447.40	\$0.00	\$0.00	\$0.00	\$447.40	\$586.09	\$1,033.49	Providence Redevelopm
04	RE	\$438.84	\$0.00	\$0.00	\$0.00	\$438.84	\$627.54	\$1,066.38	Providence Redevelopm
03	RE	\$213.52	\$0.00	\$0.00	\$0.00	\$213.52	\$330.96	\$544.48	Providence Redevelopm
02	RE	\$197.68	\$0.00	\$0.00	\$0.00	\$197.68	\$330.13	\$527.81	Providence Redevelopm
01	RE	\$187.39	\$0.00	\$0.00	\$0.00	\$187.39	\$335.43	\$522.82	Providence Redevelopm
00	RE	\$80.36	\$0.00	\$0.00	\$0.00	\$80.36	\$153.49	\$233.85	Providence Redevelopm
99	RE	\$76.91	\$0.00	\$0.00	\$0.00	\$76.91	\$156.13	\$233.04	Providence Redevelopm
98	RE	\$73.58	\$0.00	\$0.00	\$0.00	\$73.58	\$158.20	\$231.78	
97	RE	\$73.58	\$0.00	\$0.00	\$0.00	\$73.58	\$167.03	\$240.61	
96	RE	\$69.97	\$0.00	\$0.00	\$0.00	\$69.97	\$167.23	\$237.20	
95	RE	\$64.79	\$0.00	\$0.00	\$0.00	\$64.79	\$162.62	\$227.41	

PRA property
Tax Abatement Checklist

Address

342 Dudley Street

Plat/lot 23/542

Ward 11

Owner

Rafael Roman

Councilwoman Hai

Taxes

owed

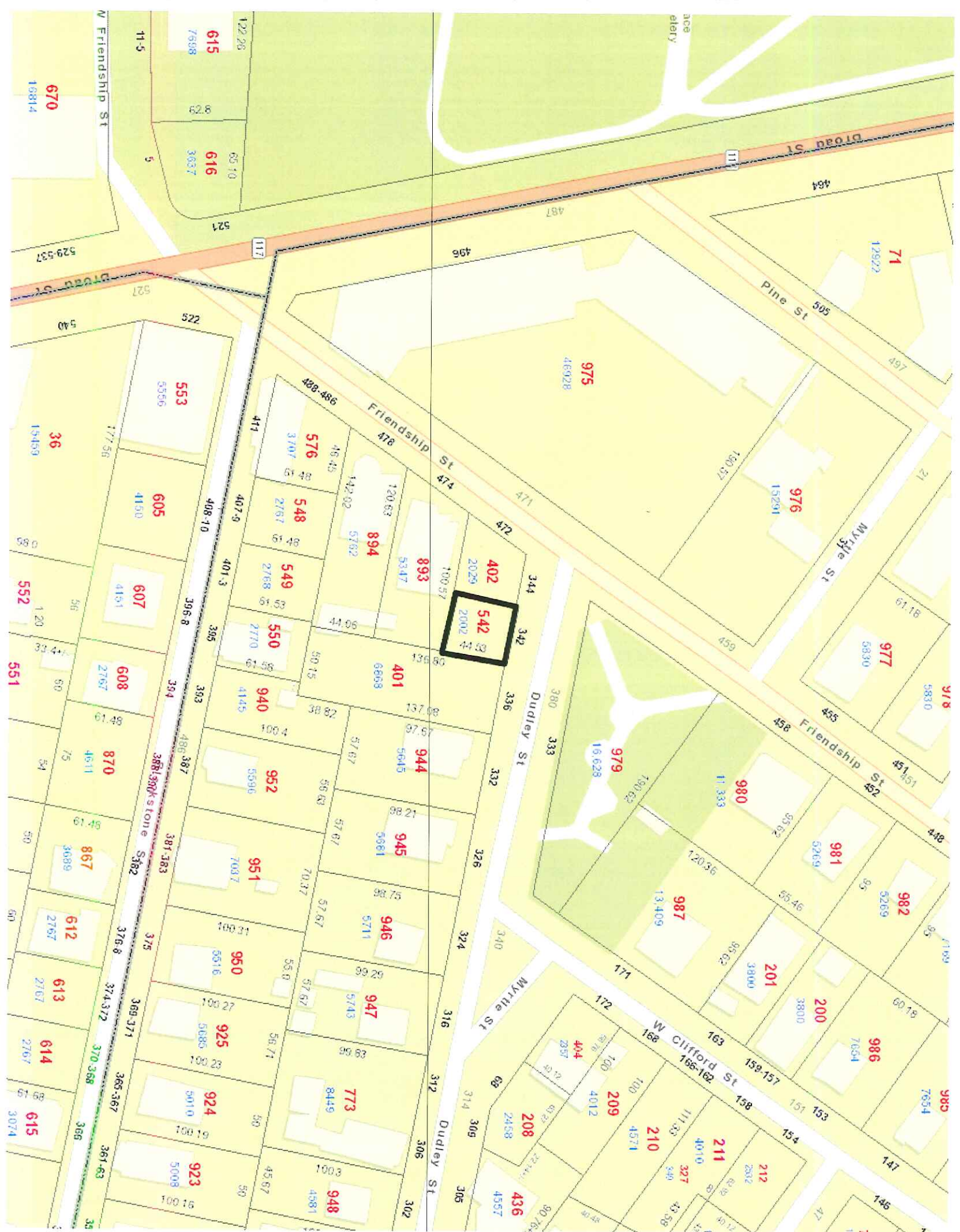
\$7,025.62

1 A map showing property /lot lines	X
2 Letter of Intent	n/a
3 Current appraisal of the property	n/a
4 Copy of Environmental reports	Yes
5 How many years of back taxed	21
6 How much city/PRA orginally paid for property	SVLP
7 Draft of P&S for property	X
8 Signed conflict of interest forms	n/a
9 Plan/schematics of proposed project	No
10 Information on owner/non-profit	No
11 Will potential owner be seeking TSA	No
12 Expected rents/mortgage developer expects to receive	No
13 Potential owner to attend committee meeting	No

Lot was obtained back in 1995 throught the Special Vacant Lot Program.
Lot will be used as a sideyard and recreational purposes.

Expenses paid by the PRA

Address	Plat/lot	Size	Asking Price	Purchase Price
342 Dudley Street	23/542	2,002	\$4,000.00	\$4,000.00
Appraisal Fees	n/a			
Environmental Fees	n/a			
Legal Fees	\$ 761.50			
Landscaping	\$ 2,000.00			
	\$ 2,761.50			



PURCHASE AND SALE AGREEMENT

1. **SALES AGREEMENT:** This agreement (the "Agreement") is made by and between the Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended ("Seller"), with its principal office located at 444 Westminster Street, Providence, Rhode Island, and Rafael Roman ("Buyer"), with a mailing address of 396 Blackstone Street, Providence, RI. The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, the following property located at 342 Dudley Street, Providence, Rhode Island, and further identified as Lot 542 on Assessor's Plat 23 in the records of the Tax Assessor of the said City of Providence, and more particularly described in Exhibit A attached hereto (the "Property"). This Agreement is subject to such conditions and requirements as are generally applicable to the conveyance of property owned by Seller.

2. **DATE OF THIS AGREEMENT:** For purposes of calculating dates herein that run from the "Date of this Agreement", the Date of this Agreement shall be the date on which Seller signs the Agreement, as set forth next to the Seller's signature below.

If Seller signs this Agreement first, then this Agreement shall not be binding upon Seller unless and until Buyer has signed the Agreement and delivered the signed Agreement to Seller. Until then, Seller may rescind its signature, and thus cancel this Agreement, with the same force and effect as though this Agreement never existed, by giving written notice of such rescission to Buyer.

If Buyer signs this Agreement first, then, in consideration of Seller's time, efforts, and expense to have prepared this Agreement and presented same to Buyer, Seller shall have a period of ten (10) days, following receipt of Buyer's signature, during which it may, if it so elects in its sole discretion, sign this Agreement and return a copy of same to Buyer, and during such time period Buyer may not rescind or cancel its signature. Seller may also sign and return this Agreement to Buyer after such ten (10) day period, and in such event this Agreement shall be binding upon delivery of such signature, provided that Buyer did not rescind its signature by a written notice to Seller delivered after said ten (10) day period.

3. **PURCHASE PRICE:** The Purchase Price for the Property is: Four Thousand Dollars (\$4,000.00).

4. **CLOSING DATE/PLACE:** Closing is to be held on the date that is thirty (30) days following the Date of this Agreement, subject, however, to Section 10(a) hereof. The Closing shall occur at the office of Seller, or at such other time and place as may be agreed to by the parties. The Purchase Price shall be paid made to order as directed by the Seller's closing agent and payable by certified check, wire transfer and/or bank check (provided however that the parties hereto acknowledge that the Closing shall be delayed by however many days as may be necessary for funds provided by bank check or certified check to clear). Payment of the Purchase Price and delivery of deed shall occur at the Closing.

5. **DEPOSIT:** Upon the execution of this Agreement, Five Hundred Dollars (\$500.00) (the "Deposit") shall be tendered to the Seller from the Buyer to be held in escrow by Seller. The Deposit shall be applicable to the Purchase Price, but otherwise non-refundable, except in the event of a Seller default. At the Closing, Buyer shall deposit an additional Five Hundred Dollars (\$500.00) (the "Good Faith Deposit") with Seller, to be held by Seller in escrow in accordance with the terms of the deed attached hereto. The Good Faith Deposit is in addition to the Deposit, and is not applicable to the Purchase Price.

6. **WAIVER OF CONTINGENCIES:** Without limiting any other provision of this Agreement, this Agreement is not contingent upon Buyer's obtaining City, State or Federal housing assistance or any public or private financing of any kind, nor is it contingent upon Buyer entering into a signed commercial lease for the Property. Further, this Agreement is not contingent upon Buyer's satisfaction with any reports, investigations or other due diligence which Buyer may perform with respect to the Property.

7. **INSURANCE/RISK OF LOSS:** The Seller is not obligated to keep the Property insured until the delivery of the deed against any loss or casualty.

8. **FIXTURES/PERSONAL PROPERTY:** Included in this sale as part of the Property are the buildings, structures and improvements now thereon, if any, but not any personal property located on the Property which does not constitute fixtures belonging to Property and/or used in connection therewith, unless Seller elects to include all personal property in the sale. Such improvements and personal property, if any, as contemplated by this Agreement are being sold and transferred in "AS-IS," "WHERE-IS" and "WITH-ALL-FAULTS" AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER.

9. **TITLE:** Seller makes no covenants or warranties as to title whatsoever, and Buyer agrees to accept a Bargain and Sale deed from the Seller as full performance of Seller's obligations hereunder and in consideration of payment of the Purchase Price in full. The Property will be conveyed to the Buyer by a bargain and sale deed from the Seller, conveying all of Seller's interest, if any, in and to the Property, and excepting any easements, restrictions or other encumbrances of any kind, whether of record or otherwise, and all municipal regulations, and containing any restrictions, covenants, good faith deposits, and/or revertsers as may be set forth in the Bargain and Sale Deed attached hereto. Notwithstanding anything contained herein to the contrary, Seller shall cause the release of any liens voluntary incurred by the Seller and secured by the Property on or prior to Closing.

10. **TAXES, ADJUSTMENTS, OTHER ASSESSMENTS:**

(a) Real Estate Taxes: Seller shall convey the Property free and clear of any delinquent real estate taxes. Notwithstanding anything in this Agreement to the contrary, Seller may satisfy the foregoing requirement by electing to either (a) extend the Closing date until such time that Seller has been able to clear the title of any such delinquent real estate taxes, or (b) pay such taxes (or have the same abated) within six months following the Closing. Real estate taxes for then current tax period shall be adjusted at the Closing between Seller and Buyer in accordance with customary Rhode Island conveyancing procedure.

(b) Adjustments: Rents, fuels, water charges and sewerage charges, if any, shall be apportioned as of the date of the delivery of the deed.

(c) Assessments: Except as provided above regarding real estate taxes, all assessments which constitute a lien on the Property shall be paid or assumed by the Buyer.

(d) Recording Fees/Documentary Stamps/Transaction Costs (including without limitation Seller's attorney's fees): All recording fees (except for recording fees in connection with the Seller recording any discharges, releases, or other documents necessary to deliver title to the Property in accordance with the terms of this Agreement, which recording fees shall be paid by the Seller), transfer taxes, documentary stamps, brokerage commissions, and other transaction costs associated with the transaction contemplated herein shall be paid by Buyer at Closing.

11. **RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION:** Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions, present or proposed, which affect or would affect the use of the Property. Without limiting the foregoing, if any restrictions or legislative/governmental action, rules, laws, or regulations affect Seller's capacity or authority to perform the conveyance of the Property then Seller may, at its election, extend the closing for up to ninety (90) days (upon providing Buyer with notice of its intent to do the same). If those matters affecting the conveyance of the Property are not resolved within said ninety (90) days then this Agreement may be cancelled by either party by written notice prior to the Closing, whereupon this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder.

12. **FOREIGN INVESTMENT IN REAL PROPERTY ACT ("FIRPTA"):** The Seller represents that the Seller is not a foreign person or foreign corporation as defined in FIRPTA and according, that the Buyer will not be required to comply with the withholding requirements of FIRPTA at the closing.

13. **"AS-IS" SALE:** The Property is being sold in "AS-IS" condition, including, without limitation it's "AS-IS" condition as to the environmental condition and physical condition of the Property; any and all title, survey, zoning, subdivision, and other legal and/or physical conditions or attributes of the Property (including the use, occupancy and possession of the Property), and Buyer represents that it has not relied on any representation of the Seller or any of Seller's employees, agents, or representatives, oral or otherwise, as to the character or quality of the Property. Possession of the Property, subject to the rights (if any) of all tenants, occupants and personal possessions (except as may be included pursuant to the terms of Section 8 above) is to be delivered to the Buyer at the time of delivery of the deed. At closing, the Property is to be conveyed in the same condition in which it now is, casualty damage excepted, except for reasonable use and wear.

14. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING:** At the Closing, Seller shall deliver the Bargain and Sale Deed in the form attached hereto as Exhibit B and, if applicable, a non-foreign affidavit executed by Seller, containing such information as is required by Internal Revenue Code and the regulations thereunder.

15. **DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING:** At the Closing Buyer shall deliver to the Seller the Purchase Price, by wire transfer, or in the form of a bank check of a Rhode Island bank or credit union or by check certified by a Rhode Island bank or credit union (subject to the provisions of Section 4 herein), as well as such other instruments and documents as are reasonable and/or customarily provided by purchasers in transactions such as the one contemplated herein.

16. **NOTICES:** All notices as required in this Agreement shall be in writing. All notices are to be conveyed by certified mail, return receipt requested, personal delivery, electronic mail or fax. Notices shall be effective when post marked, upon personal delivery, or upon fax or electronic mail transmittal date. Notices to the Seller shall be sent or delivered to the Seller to the attention of its Executive Director, Donald Gralnek, at the address set forth in Section 1 of this Agreement, with a copy to Seller's attorney, whose mailing address is: DarrowEverett LLP, One Turks Head Place, Suite 1200, Providence, Rhode Island 02903, Attn: Zachary G. Darrow, Esq. Notices to the Buyer shall be sent or delivered to the address set forth in Section 1 of this Agreement, with a copy to Buyer's attorney, whose mailing address is Martlaw Title, Inc. 1599 Smith Street, North Providence, RI 02911. Attorneys may give notice on behalf of their client.

17. **DEFAULT:** Upon default by the Buyer or the Seller in the performance of this Agreement, the non-defaulting party may terminate this Agreement by written notice to the defaulting party, and shall be entitled to retain the Deposit, as its sole and exclusive remedy and this Agreement shall thereupon become void and of no further force or effect whatsoever. To be clear, the only instance where Buyer may be entitled to a return of the Deposit, if applicable, is in the event of a Seller default.

18. **ASSIGNMENT AND SURVIVORSHIP:** This Agreement may not be assigned by either party without written consent of the other, in the other's sole and absolute discretion, and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **CONSTRUCTION OF AGREEMENT; MEASURING PERIOD:** This Agreement may be executed in one or more counterparts and each shall be deemed to be an original. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. All references to time periods shall be counted in calendar days. Facsimile and/or .pdf signatures shall be binding as originals. If the end of any time period herein, or if any specified date, falls on a weekend or national or Rhode Island holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

20. **NO RECORDING:** This Agreement may not be recorded in the Land Evidence Records of the City of Providence. In the event Buyer records or causes this Agreement to be recorded in violation of the foregoing prohibition, the Buyer, at Seller's election at any time thereafter, shall be deemed in default hereunder entitling the Seller to the remedies provided herein for the Buyer's default, as well as such further rights at law and/or in equity as may be available to Seller.

21. **GOVERNING LAW:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Rhode Island and the Code of Ordinances of the City of Providence.

22. **WAIVERS AND EXTENSIONS:** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

23. **BROKERS:** Buyer and Seller each represent and warrant to the other that they have not dealt with any brokers or real estate sale persons with respect to the transaction contemplated by this Agreement, and that no person is entitled to claim a commission or other fee in connection with the transaction contemplated herein, except for Kyle Seyboth of Keller Williams Realty Leading Edge. Buyer and Seller further agree to indemnify and hold harmless the other party and its respective successors and assigns against and from all claims, losses, liabilities and expenses including attorney's fees arising out of any claim by any brokers, consultants, finders or like agents, which are based upon alleged dealings with said parties. The provisions of this action shall survive the closing.


24. **ENTIRE AGREEMENT:** We, the parties hereto, each declare that this instrument contains the entire Agreement between us, subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

[Signature page follows]

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

SELLER:

Providence Redevelopment Agency



Name: Donald Gralnek

Title: Executive Director

Date Signed: ~~April~~, 2016

MAY 18, 2016

BUYER:


Name: Rafael Roman

Date Signed: ~~April~~, 2016

MAY 18

Exhibit A
Legal Description

Exhibit B
Form of Deed
BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this ____ day of May, 2016 by and between PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and Rafael Roman of _____, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of FOUR THOUSAND AND 00/100 (\$4,000.00) Dollars, paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this Deed, grant, bargain, sell and convey unto the Grantee and its successors and assigns, under and subject to the covenants and agreements herein contained, any and all of the right, interest and title Grantor may have in and to the real property described in Exhibit A (herein referred to as the "Property"), if any, situated in Providence, Rhode Island. This conveyance is made subject to the following:

A. The applicable building and zoning laws and regulations;

B. Any and all matters affecting the Property, whether of record or otherwise; and

C. The Property shall be used only as a private recreational area with emphasis on beautification, removal of all debris, upkeep of the area subject to all City zoning standards, unless Grantee obtains the written permission of the Grantor, in the Grantor's sole discretion, to allow a different use. Any such permission must be in the form of a written, recordable affidavit signed by the Grantor, and recorded in the City of Providence Land Evidence Records. Furthermore, such use shall commence (if not already commenced and continuing), and any and all improvements reasonably required in order to conduct such use shall have been completed (such improvements are referred to herein as the "Improvements") by no later than six (6) month anniversary of the date of this deed. In addition, within three (3) months following the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence for such authority's approvals and permits (not to be unreasonably withheld, conditioned or delayed), reasonably detailed plans concerning the Improvements to be constructed on the Property. Following the approval of such plans and issuance of all permits in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the sixth (6th) month anniversary of the date of this deed. The foregoing restrictions (the "Deed Restriction"): (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) is not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Deed Restriction to become effective and constitute

PROPERTY ADDRESS: 342 DUDLEY STREET, PROVIDENCE
AP: 23 LOT: 542

deed restriction and covenant running with the Property is deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that this restriction and covenant runs with the Property. Without limiting the foregoing Deed Restriction and the Grantee's rights to enforce the same pursuant to all of its rights at law and equity, this Deed and this conveyance are upon the condition subsequent that if Grantee should violate the Deed Restriction after written notice from the Grantor and sixty (60) day opportunity to cure, then Grantor shall thereafter (until such time as such violation is cured) have the right, at the Grantor's sole election, to declare a termination of the title herein granted, by recording a written affidavit of same, signed by the Grantor and recorded in the City of Providence Land Evidence Records, and re-enter and take possession of the Property and thereby terminate and re-vest in Grantor the estate conveyed by this Deed, and such estate shall thereby revert to Grantor. Nevertheless, any re-vesting of title in Seller shall always be subject to and limited by, and shall not defeat, render or limit in any way the lien of any mortgage granted to a bank, credit union, insurance company, or other type of institutional lender; and

D. If Grantee completes construction of the Improvements, obtains a certificate of occupancy for the Property, and commences using the Improvements in the manner required hereunder by the date that is one (1) year following the date of this deed (the "Project"), and provides written notice of same, and reasonable evidence of same, to Grantor by such date, then Grantor shall promptly return to Grantee the \$400.00 good faith deposit currently being held by Grantor. Otherwise, such good faith deposit shall be deemed non-refundable and vested in Grantor, and, additionally, Grantor may, in its sole election, at any time thereafter (unless and until Grantee has completed such Project) enter upon the Property and perform such Project itself, subject to applicable laws, and Buyer shall reimburse the Grantor upon demand for all documented costs of such self-help. Buyer covenants to complete such performance by the above mentioned date, and Grantor's above-described self-help right is in addition to, and not in lieu of, all of Grantor's rights and remedies at law and equity for the failure of Grantee to have completed such performance by the above mentioned date, time being of the essence.

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions and to the covenants and agreements herein contained forever. This conveyance is such that no RIGL 44-30-71.3 withholding is required; The Grantor is a public body, corporate and politic, established under the General Laws of the State of Rhode Island.

[Signature page follows]

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

PROVIDENCE REDEVELOPMENT
AGENCY

By: _____
Name: Donald Gralnek
Title: Executive Director

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

In the City of Providence, in said County and State, on the ____ day of May, 2016, before me appeared the above named Donald Gralnek, to me known and known by me to be the Executive Director of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.

Notary Public

My Commission Expires: _____

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.

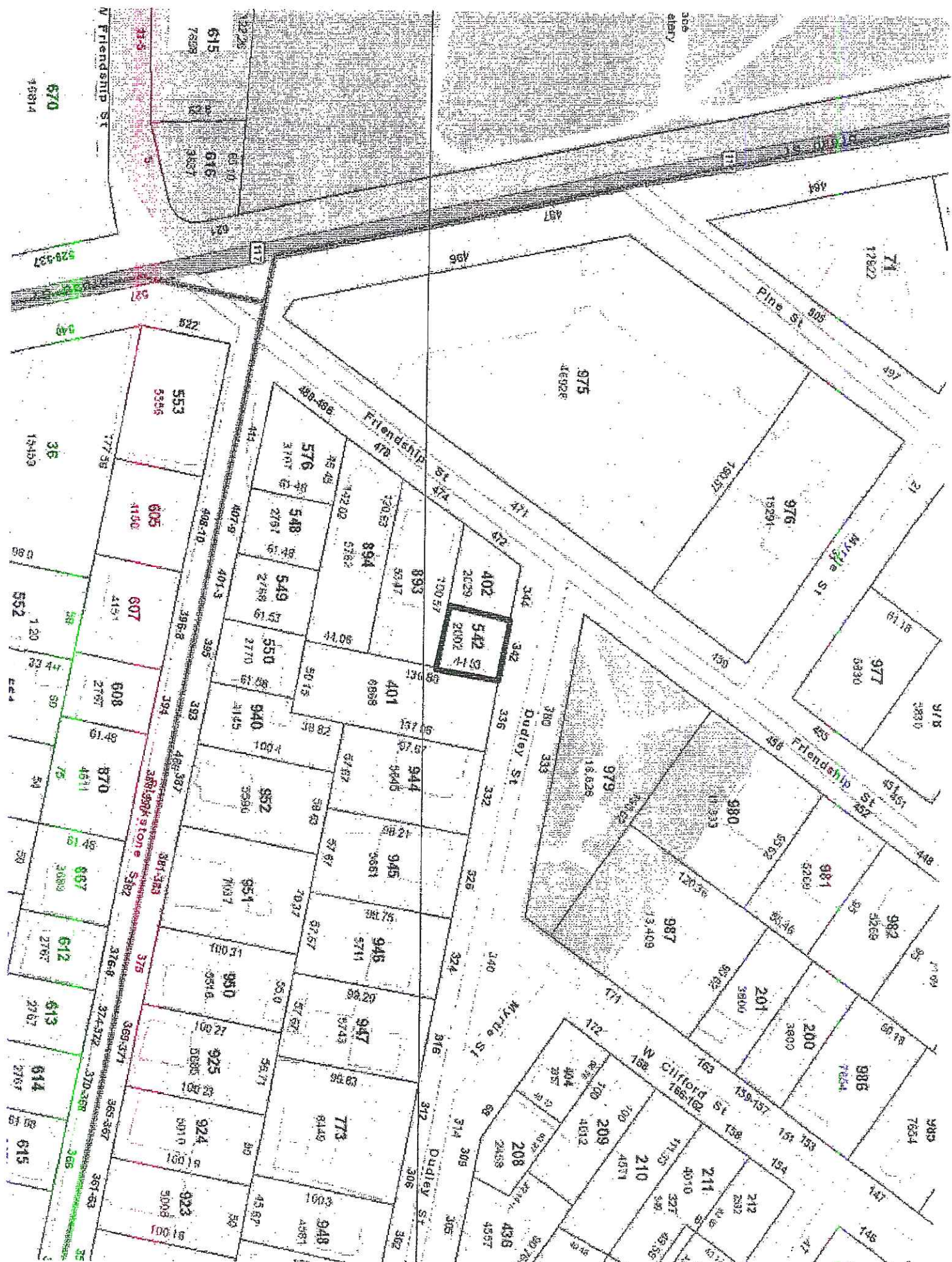
Tax Abatement Checklist for PRA property

Address: 342 Dudley Street
Plat/Lot: 23/542
Lot size: 2,002 sq. ft.
Ward: 11
Councilperson: Harris
Outstanding taxes, fees, and interest: \$14,186.78

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	21
<input checked="" type="checkbox"/> Acquisition cost	Property acquired under Special Vacant Lot Program
<input checked="" type="checkbox"/> Total PRA Expenses	\$ 3,961.50
Legal Fees	\$1,761.50
Landscaping Fees	\$2,200.00
<input checked="" type="checkbox"/> Letter of Intent	N/A
<input checked="" type="checkbox"/> P&S	Attachment B
<input checked="" type="checkbox"/> Conflict of Interest	None reported pursuant to sections 34-14-4 and 34-14-6 of the R.I. Gen. Laws.
<input checked="" type="checkbox"/> Plans/Schematics for proposed project	N/A
<input checked="" type="checkbox"/> Purchaser information	Rafael Roman
<input checked="" type="checkbox"/> Purchase price	\$4000.00
<input checked="" type="checkbox"/> Will owner seek TSA	No
<input checked="" type="checkbox"/> Expected rents developer expects	N/A
<input checked="" type="checkbox"/> Will purchaser attend committee meeting	No

Notes: Property will be used as a side yard.

Attachment A - Map



Attachment B – P&S

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this 3rd day of June, 2016 by and between **PROVIDENCE REDEVELOPMENT AGENCY** (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and Rafael Roman of 396 Blackstone Street, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of FOUR THOUSAND AND 00/100 (\$4,000.00) Dollars, paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this Deed, grant, bargain, sell and convey unto the Grantee and its successors and assigns, under and subject to the covenants and agreements herein contained, any and all of the right, interest and title Grantor may have in and to the real property described in Exhibit A (herein referred to as the "Property"), if any, situated in Providence, Rhode Island. This conveyance is made subject to the following:

- A. The applicable building and zoning laws and regulations;
- B. Any and all matters affecting the Property, whether of record or otherwise;

C. The Property shall be used only as a private recreational area with emphasis on beautification, removal of all debris, upkeep of the area subject to all City zoning standards, unless Grantee obtains the written permission of the Grantor, in the Grantor's sole discretion, to allow a different use. Any such permission must be in the form of a written, recordable affidavit signed by the Grantor, and recorded in the City of Providence Land Evidence Records. Furthermore, such use shall commence (if not already commenced and continuing), and any and all improvements reasonably required in order to conduct such use shall have been completed (such improvements are referred to herein as the "Improvements") by no later than six (6) month anniversary of the date of this deed. In addition, within three (3) months following the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence for such authority's approvals and permits (not to be unreasonably withheld, conditioned or delayed), reasonably detailed plans concerning the Improvements to be constructed on the Property. Following the approval of such plans and issuance of all permits in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the sixth (6th) month anniversary of the date of this deed. The foregoing restrictions (the "Deed Restriction"): (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) is not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Deed Restriction to become effective and constitute

PROPERTY ADDRESS: 342 DUDLEY STREET, PROVIDENCE
AP: 23 LOT: 542

TAX \$ 18.40
DATE 6-5-2016
RECORD 0.8
CITY OF PROVIDENCE
056629
RHODE ISLAND
REAL ESTATE CONVEYANCE

a deed restriction and covenant running with the Property is deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that this restriction and covenant runs with the Property. Without limiting the foregoing Deed Restriction and the Grantee's rights to enforce the same pursuant to all of its rights at law and equity, this Deed and this conveyance are upon the condition subsequent that if Grantee should violate the Deed Restriction after written notice from the Grantor and sixty (60) day opportunity to cure, then Grantor shall thereafter (until such time as such violation is cured) have the right, at the Grantor's sole election, to declare a termination of the title herein granted, by recording a written affidavit of same, signed by the Grantor and recorded in the City of Providence Land Evidence Records, and re-enter and take possession of the Property and thereby terminate and re-vest in Grantor the estate conveyed by this Deed, and such estate shall thereby revert to Grantor. Nevertheless, any reversion of title in Seller shall always be subject to and limited by, and shall not defeat, render or limit in any way the lien of any mortgage granted to a bank, credit union, insurance company, or other type of institutional lender; and

D. If Grantee completes construction of the Improvements and commences using the Improvements in the manner required hereunder by the date that is one (1) year following the date of this deed (the "Project"), and provides written notice of same, and reasonable evidence of same, to Grantor by such date, then Grantor shall promptly return to Grantee the \$500.00 good faith deposit currently being held by Grantor. Otherwise, such good faith deposit shall be deemed non-refundable and vested in Grantor, and, additionally, Grantor may, in its sole election, at any time thereafter (unless and until Grantee has completed such Project) enter upon the Property and perform such Project itself, subject to applicable laws, and Buyer shall reimburse the Grantor upon demand for all documented costs of such self-help. Buyer covenants to complete such performance by the above mentioned date, and Grantor's above-described self-help right is in addition to, and not in lieu of, all of Grantor's rights and remedies at law and equity for the failure of Grantee to have completed such performance by the above mentioned date, time being of the essence.

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions and to the covenants and agreements herein contained forever. This conveyance is such that no RIGL 44-30-71.3 withholding is required; The Grantor is a public body, corporate and politic, established under the General Laws of the State of Rhode Island.

[Signature page follows]

My Commission Expires:

Exhibit A

Doc No: 00144494
Book: 11413 Page: 108

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the southerly side of Dudley Street, in the City of Providence, County of Providence and State of Rhode Island, and bounded and described as follows.

Beginning at a point in the southerly line of Dudley Street, at the northeasterly corner of the premises herein described and at the northwesterly corner of land now or lately of James M. Ansdon et al; thence southerly, bounding easterly on said Ansdon land forty-four and 63/100 (44.63) feet, more or less, to land now or lately of Henry C. Becker et al; thence westerly, bounding southerly on said Becker land forty-five (45) feet, more or less, to land now or lately of Raymond A. Helle et ux, thence northerly, bounding westerly on said Helle land forty-four and 63/100 (44.63) feet, more or less, to the southerly line of Dudley Street; thence easterly, bounding northerly on Dudley Street forty-five (45) feet to the point and place of beginning.

Said premises comprise the easterly portion of Lot No. 6 (six) on that plat entitled, "Plot of house lots belonging to the Mechis. & Mans. Bank and David Burr Made June 4th 1852 by Schebarth & Hainse" which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 3 at page 2 and (copy) on Plat Card 74.

This parcel is also designated as Lot 542 on Assessor's Plat 23 with an address of 342 Dudley Street, Providence, Rhode Island and consists of 2,002 square feet, more or less.

RECEIVED:

Providence
Received for Record
Jun 06, 2016 at 02:55P
Document Num: 00144494
John A Murphy
Recorder of Deeds

Attachment B – P&S

Providence Redevelopment Agency

June 3, 2016

Sale of 342 Dudley Street

Providence, RI 02907

PURCHASE AND SALE AGREEMENT

1. **SALES AGREEMENT:** This agreement (the "Agreement") is made by and between the Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended ("Seller"), with its principal office located at 444 Westminster Street, Providence, Rhode Island, and Rafael Roman ("Buyer"), with a mailing address of 396 Blackstone Street, Providence, RI. The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, the following property located at 342 Dudley Street, Providence, Rhode Island, and further identified as Lot 542 on Assessor's Plat 23 in the records of the Tax Assessor of the said City of Providence, and more particularly described in Exhibit A attached hereto (the "Property"). This Agreement is subject to such conditions and requirements as are generally applicable to the conveyance of property owned by Seller.

2. **DATE OF THIS AGREEMENT:** For purposes of calculating dates herein that run from the "Date of this Agreement", the Date of this Agreement shall be the date on which Seller signs the Agreement, as set forth next to the Seller's signature below.

If Seller signs this Agreement first, then this Agreement shall not be binding upon Seller unless and until Buyer has signed the Agreement and delivered the signed Agreement to Seller. Until then, Seller may rescind its signature, and thus cancel this Agreement, with the same force and effect as though this Agreement never existed, by giving written notice of such rescission to Buyer.

If Buyer signs this Agreement first, then, in consideration of Seller's time, efforts, and expense to have prepared this Agreement and presented same to Buyer, Seller shall have a period of ten (10) days, following receipt of Buyer's signature, during which it may, if it so elects in its sole discretion, sign this Agreement and return a copy of same to Buyer, and during such time period Buyer may not rescind or cancel its signature. Seller may also sign and return this Agreement to Buyer after such ten (10) day period, and in such event this Agreement shall be binding upon delivery of such signature, provided that Buyer did not rescind its signature by a written notice to Seller delivered after said ten (10) day period.

3. **PURCHASE PRICE:** The Purchase Price for the Property is: Four Thousand Dollars (\$4,000.00).

4. **CLOSING DATE/PLACE:** Closing is to be held on the date that is thirty (30) days following the Date of this Agreement, subject, however, to Section 10(a) hereof. The Closing shall occur at the office of Seller, or at such other time and place as may be agreed to by the parties. The Purchase Price shall be paid made to order as directed by the Seller's closing agent and payable by certified check, wire transfer and/or bank check (provided however that the parties hereto acknowledge that the Closing shall be delayed by however many days as may be necessary for funds provided by bank check or certified check to clear). Payment of the Purchase Price and delivery of deed shall occur at the Closing.

(b) Adjustments: Rents, fuels, water charges and sewerage charges, if any, shall be apportioned as of the date of the delivery of the deed.

(c) Assessments: Except as provided above regarding real estate taxes, all assessments which constitute a lien on the Property shall be paid or assumed by the Buyer.

(d) Recording Fees/Documentary Stamps/Transaction Costs (including without limitation Seller's attorney's fees): All recording fees (except for recording fees in connection with the Seller recording any discharges, releases, or other documents necessary to deliver title to the Property in accordance with the terms of this Agreement, which recording fees shall be paid by the Seller), transfer taxes, documentary stamps, brokerage commissions, and other transaction costs associated with the transaction contemplated herein shall be paid by Buyer at Closing.

11. **RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION:** Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions, present or proposed, which affect or would affect the use of the Property. Without limiting the foregoing, if any restrictions or legislative/governmental action, rules, laws, or regulations affect Seller's capacity or authority to perform the conveyance of the Property then Seller may, at its election, extend the closing for up to ninety (90) days (upon providing Buyer with notice of its intent to do the same). If those matters affecting the conveyance of the Property are not resolved within said ninety (90) days then this Agreement may be cancelled by either party by written notice prior to the Closing, whereupon this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder.

12. **FOREIGN INVESTMENT IN REAL PROPERTY ACT ("FIRPTA"):** The Seller represents that the Seller is not a foreign person or foreign corporation as defined in FIRPTA and according, that the Buyer will not be required to comply with the withholding requirements of FIRPTA at the closing.

13. **"AS-IS" SALE:** The Property is being sold in "AS-IS" condition, including, without limitation it's "AS-IS" condition as to the environmental condition and physical condition of the Property; any and all title, survey, zoning, subdivision, and other legal and/or physical conditions or attributes of the Property (including the use, occupancy and possession of the Property), and Buyer represents that it has not relied on any representation of the Seller or any of Seller's employees, agents, or representatives, oral or otherwise, as to the character or quality of the Property. Possession of the Property, subject to the rights (if any) of all tenants, occupants and personal possessions (except as may be included pursuant to the terms of Section 8 above) is to be delivered to the Buyer at the time of delivery of the deed. At closing, the Property is to be conveyed in the same condition in which it now is, casualty damage excepted, except for reasonable use and wear.

14. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING:** At the Closing, Seller shall deliver the Bargain and Sale Deed in the form attached hereto as Exhibit B and, if applicable, a non-foreign affidavit executed by Seller, containing such information as is required by Internal Revenue Code and the regulations thereunder.

21. **GOVERNING LAW:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Rhode Island and the Code of Ordinances of the City of Providence.

22. **WAIVERS AND EXTENSIONS:** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

23. **BROKERS:** Buyer and Seller each represent and warrant to the other that they have not dealt with any brokers or real estate sale persons with respect to the transaction contemplated by this Agreement, and that no person is entitled to claim a commission or other fee in connection with the transaction contemplated herein, except for Kyle Seyboth of Keller Williams Realty Leading Edge. Buyer and Seller further agree to indemnify and hold harmless the other party and its respective successors and assigns against and from all claims, losses, liabilities and expenses including attorney's fees arising out of any claim by any brokers, consultants, finders or like agents, which are based upon alleged dealings with said parties. The provisions of this action shall survive the closing.

24. **ENTIRE AGREEMENT:** We, the parties hereto, each declare that this instrument contains the entire Agreement between us, subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

[Signature page follows]

Exhibit A

Legal Description

deed restriction and covenant running with the Property is deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that this restriction and covenant runs with the Property. Without limiting the foregoing Deed Restriction and the Grantee's rights to enforce the same pursuant to all of its rights at law and equity, this Deed and this conveyance are upon the condition subsequent that if Grantee should violate the Deed Restriction after written notice from the Grantor and sixty (60) day opportunity to cure, then Grantor shall thereafter (until such time as such violation is cured) have the right, at the Grantor's sole election, to declare a termination of the title herein granted, by recording a written affidavit of same, signed by the Grantor and recorded in the City of Providence Land Evidence Records, and re-enter and take possession of the Property and thereby terminate and re-vest in Grantor the estate conveyed by this Deed, and such estate shall thereby revert to Grantor. Nevertheless, any re-vesting of title in Seller shall always be subject to and limited by, and shall not defeat, render or limit in any way the lien of any mortgage granted to a bank, credit union, insurance company, or other type of institutional lender; and

D. If Grantee completes construction of the Improvements, obtains a certificate of occupancy for the Property, and commences using the Improvements in the manner required hereunder by the date that is one (1) year following the date of this deed (the "Project"), and provides written notice of same, and reasonable evidence of same, to Grantor by such date, then Grantor shall promptly return to Grantee the \$400.00 good faith deposit currently being held by Grantor. Otherwise, such good faith deposit shall be deemed non-refundable and vested in Grantor, and, additionally, Grantor may, in its sole election, at any time thereafter (unless and until Grantee has completed such Project) enter upon the Property and perform such Project itself, subject to applicable laws, and Buyer shall reimburse the Grantor upon demand for all documented costs of such self-help. Buyer covenants to complete such performance by the above mentioned date, and Grantor's above-described self-help right is in addition to, and not in lieu of, all of Grantor's rights and remedies at law and equity for the failure of Grantee to have completed such performance by the above mentioned date, time being of the essence.

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]

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
		6. FILE NUMBER: 16-225		7. LOAN NUMBER:		
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 10 358 (16-225-PFD)15-229/19						
D. NAME AND ADDRESS OF BORROWER: Rafael Roman 396 Blackstone Street Providence, RI 02909		E. NAME AND ADDRESS OF SELLER: Providence Redevelopment and Agency 400 Westminster Street Providence, RI 02903		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: 342 Dudley Street Providence, RI 02905 Providence County, Rhode Island		H. SETTLEMENT AGENT: 30-0210242 M. Beth Arruda, Ltd. PLACE OF SETTLEMENT: 1116 Park Avenue Cranston, RI 02910			I. SETTLEMENT DATE: June 3, 2016	
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price 4,000.00				401. Contract Sales Price 4,000.00		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400) 636.00				403.		
104.				404.		
105.				405.		
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110. Good Faith Deposit 400.00				410. Good Faith Deposit 400.00		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER 5,036.00				420. GROSS AMOUNT DUE TO SELLER 4,400.00		
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money 400.00				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400) 118.40		
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff First Mortgage		
205.				505. Payoff Second Mortgage		
206.				506. Deposit retained by broker 400.00		
207.				507.		
208.				508.		
209.				509.		
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes to		
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER 400.00				520. TOTAL REDUCTION AMOUNT DUE SELLER 518.40		
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120) 5,036.00				601. Gross Amount Due To Seller (Line 420) 4,400.00		
302. Less Amount Paid By/For Borrower (Line 220) (400.00)				602. Less Reductions Due Seller (Line 520) (518.40)		
303. CASH (X FROM) (TO) BORROWER 4,636.00				603. CASH (X TO) (FROM) SELLER 3,881.60		

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Rafael Roman
Rafael Roman

Seller
Providence Redevelopment
Agency

CERTIFICATE OF NON-FOREIGN STATUS

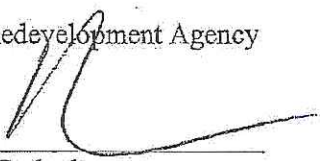
Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon disposition by the undersigned of a U.S. real property interest, I, Donald Gralnek, Executive Director of the Providence Redevelopment Agency, hereby certify the following:

1. The undersigned is not a nonresidential entity or nonresident individual for purposes of U.S. income taxation;
2. The U.S. taxpayer identifying number (Social Security Number) of the undersigned is _____; and
3. The principal address of the undersigned is:
444 Westminster Street, 4th Floor, Providence, RI 02903

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete.

Providence Redevelopment Agency



By: Donald Gralnek
Its: Executive Director

Date:

June 3, 2016

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this 3rd day of June, 2016 by and between PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and Rafael Roman of 396 Blackstone Street, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of FOUR THOUSAND AND 00/100 (\$4,000.00) Dollars, paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this Deed, grant, bargain, sell and convey unto the Grantee and its successors and assigns, under and subject to the covenants and agreements herein contained, any and all of the right, interest and title Grantor may have in and to the real property described in Exhibit A (herein referred to as the "Property"), if any, situated in Providence, Rhode Island. This conveyance is made subject to the following:

A. The applicable building and zoning laws and regulations;

B. Any and all matters affecting the Property, whether of record or otherwise;

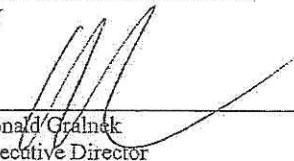
C. The Property shall be used only as a private recreational area with emphasis on beautification, removal of all debris, upkeep of the area subject to all City zoning standards, unless Grantee obtains the written permission of the Grantor, in the Grantor's sole discretion, to allow a different use. Any such permission must be in the form of a written, recordable affidavit signed by the Grantor, and recorded in the City of Providence Land Evidence Records. Furthermore, such use shall commence (if not already commenced and continuing), and any and all improvements reasonably required in order to conduct such use shall have been completed (such improvements are referred to herein as the "Improvements") by no later than six (6) month anniversary of the date of this deed. In addition, within three (3) months following the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence for such authority's approvals and permits (not to be unreasonably withheld, conditioned or delayed), reasonably detailed plans concerning the Improvements to be constructed on the Property. Following the approval of such plans and issuance of all permits in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the sixth (6th) month anniversary of the date of this deed. The foregoing restrictions (the "Deed Restriction"): (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) is not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Deed Restriction to become effective and constitute

PROPERTY ADDRESS: 342 DUDLEY STREET, PROVIDENCE
AP: 23 LOT: 542

Tax: 18.40
DATE: 6-5-2016
RECORDS: 0.00
056629
RHODE ISLAND
STATE DEPT. OF REVENUE
RECORDS SECTION


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

PROVIDENCE REDEVELOPMENT
AGENCY

By: 
Name: Donald Gralnek
Title: Executive Director

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

In the City of Providence, in said County and State, on the 3rd day of June, 2016, before me appeared the above named Donald Gralnek, to me known and known by me to be the Executive Director of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.


Notary Public

My Commission Expires: 9/5/2017



Elm Street Title, Inc.

James Anderson / Jonathan Burchett
Report on Title Examination

Property Locus: 342 Dudley St., Providence

County: Providence **Plan:** --

Assessor's Plat 23 **Block** -- **Lot** 542 **Tenancy:** Corporate

Title In: Providence Redevelopment Agency

By Deed Of: Patrick T. Conley and Gail C. Conley, also known as Gail Calahan

Book: 3798 **Page:** 54 **Doc. #** -- S 12/18/1997 R 5/13/1998

Mortgages:

--

Attachments & Liens:

--

Easements & Restrictions:

--

Remarks:

Title Examined From 9/29/1995 **Through** 4/28/15

Chirder

784

ELM STREET TITLE, INC.

Plan

Property Losses

342 Dudley St.

From 5/13/98

4/28/15

BOOK

PAGE

INST

DATE _____

L/NL

DISCHARGES & OTHER

375

19

QCT

5/13/68

23/542

Patrick T. Conley and Gill C. Conley
PRA
Ark. Gov. Caballero

254

BK3793PG057

PARCEL 8

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the southerly side of Dudley Street, in the City of Providence, County of Providence and State of Rhode Island, and bounded and described as follows:

Beginning at a point in the southerly line of Dudley Street, at the northeasterly corner of the premises herein described and at the northwesterly corner of land now or lately of James M. Anisden et al; thence southerly, bounding easterly on said Anisden land forty-four and 63/100 (44.63) feet, more or less, to land now or lately of Henry C. Becker et al; thence westerly, bounding southerly on said Becker land forty-five (45) feet, more or less, to land now or lately of Raymond A. Helic et ux, thence northerly, bounding westerly on said Helic land forty-four and 63/100 (44.63) feet, more or less, to the southerly line of Dudley Street; thence easterly, bounding northerly on Dudley Street forty-five (45) feet to the point and place of beginning.

Said premises comprise the easterly portion of Lot No. 6 (six) on that plat entitled, "Plot of house lots belonging to the Mechx. & Mans. Bank and David Burt Made June 4th 1852 by Schebarth & Hainse" which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 3 at page 2 and (copy) on Plat Card 74.

This parcel is also designated as Lot 542 on Assessor's Plat 23 with an address of 342 Dudley Street, Providence, Rhode Island and consists of 2,002 square feet, more or less.

PARCEL 9

A certain lot or parcel of land with all the buildings and other improvements thereon, situated on the northeasterly side of Somerset Street in said City of Providence and comprising the northwesterly half of that lot laid out and designated as Lot No. 43 (forty-three) on that plat called the "HOLDEN PLAT", which plat is recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 2 at page 4 and (copy) on Plat Card 49. Said parcel bounds southwesterly on said Somerset Street forty-seven and one half (47 1/2) feet and is forty (40) feet in width.

This parcel is also designated as Lot 681 on Assessor's Plat 23 with an address of 74 Somerset Street, Providence, Rhode Island and consists of 1,900 square feet, more or less.

PARCEL 10

That lot of land, with all buildings and improvements thereon, situated in the City of Providence in the State of Rhode Island, at the southwesterly corner of Point Street and Beacon Avenue; bounding northerly on Point Street sixty-seven and 81/100 (67.81) feet; easterly on Beacon Avenue forty-five and 15/100 (45.15) feet; southerly on land now or lately of Sarah J. Fuvich fifty-one and 15/100 (51.45) feet, more or less, and westerly on land now or lately of Mary L. Dwyer thirty-six and 77/100 (36.77) feet.

This parcel is also designated as Lot 712 on Assessor's Plat 23 with an address of 77 Beacon Avenue, Providence, Rhode Island and consists of 2,375 square feet, more or less.

Chlorine

Property Losses

From 12/18/97

5/17/98 To

[illegible]

ELM STREET TITLE, INC.

Owner

Phoenix-Bugs, a RLP

Plan

Property Locust

342 Dudley St

From 9/29/95

To 5/13/98

BOOK

PAGE

INST

DATE

LNL

DISCHARGES & OTHER

23/542

3207

162

Test

9/29/95

Phoenix-Bugs

3437

2000

Not

11/6/96

Phoenix-Bugs

3407

303

Not

9/20/96

11

3644

106

Red

12/4/97

ML

3645

76

P

ML

BK3207PB163

RHODE ISLAND GENERAL PARTNERSHIP, (RIGP), 1445 WAMPANOAG TRAIL, SUITE 203, EAST PROVIDENCE, RHODE ISLAND 02915 purchased said real estate as offered for sale, at the amount of the said taxes and charges and expenses of the levy and sale.

NOW, THEREFORE, I, Anthony E. Annarino, City Collector of the City of Providence, for and in consideration of the sum of FIVE HUNDRED EIGHTY-FOUR AND 88/100 Dollars, do hereby grant unto said PHOENIX-BUGS, A RHODE ISLAND GENERAL PARTNERSHIP, (RIGP), 1445 WAMPANOAG TRAIL, SUITE 203, EAST PROVIDENCE, RHODE ISLAND 02915, all the right, title and interest of the said PENINSULA PARTNERS OF WARWICK, RI; AND CHIU YIP AND FLORENCE YIP OF PROVIDENCE, RI, and of all others having any right, title and interest in and to that certain tract or parcel of land with all the buildings and improvements thereon, located in the City of Providence, laid out and designated as LOT 542 ON PLAT 23 made for the use of the City Tax Assessor or Assessors of the City of Providence, as the same appeared in the office of the City Tax Assessor or Assessors on December 31, 1993, subject, however, to the right of redemption in accordance with the statutes made and provided.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of September, A.D. 1995.

Signed, sealed and delivered in the presence of:


ANTHONY E. ANNARINO,
City Collector

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence, this 18th day of September, A.D. 1995, before me personally appeared Anthony E. Annarino, City Collector, to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged said instrument by him executed to be his free and voluntary act and deed in his said capacity.


Notary Public
Comm. Exp. 7-4-97

Received for Record at 11 o'clock 17 min A to
Recorder of Deeds

SEP 29 1995



STATE OF RHODE ISLAND
Providence, SC.

BK3437PG266

SUPERIOR COURT

PHOENIX-BUGS, a Rhode Island General
Partnership :

V. :

PENNINSULA PARTNERS, CHIU YIP, :
FLORENCE YIP, CITY OF PROVIDENCE, :
JOHN D. COELHO, ATHLENE COELHO, :
FIRST FEDERAL SAVINGS and LOAN :
ASSOCIATION d/b/a CITIZENS BANK :
and PROVIDENCE WATER SUPPLY BOARD :

PM NO. 96-4208

NOTICE OF DISPOSAL AND FINAL DECREE IN TAX LIEN CASE

This is to certify that the Petition of PHOENIX-BUGS, a Rhode Island General Partnership to foreclose a tax lien under a certain tax deed given by the Collector of Taxes for the City of Providence, recorded on September 29, 1995, in Book 3207 at Page 162 was filed in this Court on the 13th day of September, 1996.

Thereafter, due proceedings under said Petition were instituted according to law, and on November 1, 1996, a Judgment forever foreclosing and barring all rights of redemption under said instrument was entered, and this notice is directed to be recorded in the Land Records of City of Providence, pursuant to Section 44-9-44 of the General Laws of the State of Rhode Island.

BY THE COURT:

Alberta Mollicone
CLERK
11-1-96
ALBERTA Mollicone

Dated: _____

Plat 23, Lot 542
342 Dudley

Mail to: Patrick T. Conley, Esquire
1445 Wampanoag Trail, Suite 203
East Providence, RI 02915

Received for Record at 1 o'clock 19 min P in
Recorder of Deeds

Nov 6 1996 Robert J Ricci

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this 3rd day of June, 2016 by and between PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and Rafael Roman of 396 Blackstone Street, Providence, RI (hereinafter the "Grantee"), and for and in consideration of the sum of FOUR THOUSAND AND 00/100 (\$4,000.00) Dollars, paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this Deed, grant, bargain, sell and convey unto the Grantee and its successors and assigns, under and subject to the covenants and agreements herein contained, any and all of the right, interest and title Grantor may have in and to the real property described in Exhibit A (herein referred to as the "Property"), if any, situated in Providence, Rhode Island. This conveyance is made subject to the following:

- A. The applicable building and zoning laws and regulations;
- B. Any and all matters affecting the Property, whether of record or otherwise;
- C. The Property shall be used only as a private recreational area with emphasis on beautification, removal of all debris, upkeep of the area subject to all City zoning standards, unless Grantee obtains the written permission of the Grantor, in the Grantor's sole discretion, to allow a different use. Any such permission must be in the form of a written, recordable affidavit signed by the Grantor, and recorded in the City of Providence Land Evidence Records. Furthermore, such use shall commence (if not already commenced and continuing), and any and all improvements reasonably required in order to conduct such use shall have been completed (such improvements are referred to herein as the "Improvements") by no later than six (6) month anniversary of the date of this deed. In addition, within three (3) months following the date of this deed, Grantee shall submit to the appropriate authority within the City of Providence for such authority's approvals and permits (not to be unreasonably withheld, conditioned or delayed), reasonably detailed plans concerning the Improvements to be constructed on the Property. Following the approval of such plans and issuance of all permits in connection therewith, Grantee shall diligently proceed to construct such improvements, and in all events shall have completed such improvements by the sixth (6th) month anniversary of the date of this deed. The foregoing restrictions (the "Deed Restriction"): (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) is not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Deed Restriction to become effective and constitute

PROPERTY ADDRESS: 342 DUDLEY STREET, PROVIDENCE
AP: 23 LOT: 542

TAX \$ 18.40
DATE 6-5-2016
REORDER 0.9
CITY OF PROVIDENCE
056629
RHODE ISLAND
REAL ESTATE COMMISSION

a deed restriction and covenant running with the Property is deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that this restriction and covenant runs with the Property. Without limiting the foregoing Deed Restriction and the Grantee's rights to enforce the same pursuant to all of its rights at law and equity, this Deed and this conveyance are upon the condition subsequent that if Grantee should violate the Deed Restriction after written notice from the Grantor and sixty (60) day opportunity to cure, then Grantor shall thereafter (until such time as such violation is cured) have the right, at the Grantor's sole election, to declare a termination of the title herein granted, by recording a written affidavit of same, signed by the Grantor and recorded in the City of Providence Land Evidence Records, and re-enter and take possession of the Property and thereby terminate and re-vest in Grantor the estate conveyed by this Deed, and such estate shall thereby revert to Grantor. Nevertheless, any re-vesting of title in Seller shall always be subject to and limited by, and shall not defeat, render or limit in any way the lien of any mortgage granted to a bank, credit union, insurance company, or other type of institutional lender; and

D. If Grantee completes construction of the Improvements and commences using the Improvements in the manner required hereunder by the date that is one (1) year following the date of this deed (the "Project"), and provides written notice of same, and reasonable evidence of same, to Grantor by such date, then Grantor shall promptly return to Grantee the \$500.00 good faith deposit currently being held by Grantor. Otherwise, such good faith deposit shall be deemed non-refundable and vested in Grantor, and, additionally, Grantor may, in its sole election, at any time thereafter (unless and until Grantee has completed such Project) enter upon the Property and perform such Project itself, subject to applicable laws, and Buyer shall reimburse the Grantor upon demand for all documented costs of such self-help. Buyer covenants to complete such performance by the above mentioned date, and Grantor's above-described self-help right is in addition to, and not in lieu of, all of Grantor's rights and remedies at law and equity for the failure of Grantee to have completed such performance by the above mentioned date, time being of the essence.

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions and to the covenants and agreements herein contained forever. This conveyance is such that no RIGL 44-30-71.3 withholding is required; The Grantor is a public body, corporate and politic, established under the General Laws of the State of Rhode Island.

[Signature page follows]

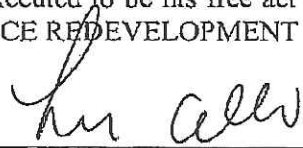
IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Donald Gralnek, its Executive Director, thereunto duly authorized, this 3rd day of June, 2016.

PROVIDENCE REDEVELOPMENT
AGENCY

By: 
Name: Donald Gralnek
Title: Executive Director

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

In the City of Providence, in said County and State, on the 3rd day of June, 2016, before me appeared the above named Donald Gralnek, to me known and known by me to be the Executive Director of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.



Notary Public

My Commission Expires: 9/15/2017

Exhibit A

Doc No: 00144494
Book: 11413 Page: 108

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the southerly side of Dudley Street, in the City of Providence, County of Providence and State of Rhode Island, and bounded and described as follows.

Beginning at a point in the southerly line of Dudley Street, at the northeasterly corner of the premises herein described and at the northwesterly corner of land now or lately of James M. Ansdan et al; thence southerly, bounding easterly on said Ansdan land forty-four and 63/100 (44.63) feet, more or less, to land now or lately of Henry C. Becker et al; thence westerly, bounding southerly on said Becker land forty-five (45) feet, more or less, to land now or lately of Raymond A. Hiche et ux, thence northerly, bounding westerly on said Hiche land forty-four and 63/100 (44.63) feet, more or less, to the southerly line of Dudley Street; thence easterly, bounding northerly on Dudley Street forty-five (45) feet to the point and place of beginning.

Said premises comprise the easterly portion of Lot No. 6 (six) on that plat entitled, "Plot of house lots belonging to the Mechis. & Mans. Bank and David Burr Made June 4th 1852 by Schubart & Hainse" which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 3 at page 2 and (copy) on Plat Card 74.

This parcel is also designated as Lot 542 on Assessor's Plat 23 with an address of 342 Dudley Street, Providence, Rhode Island and consists of 2,002 square feet, more or less.

RECEIVED:

Providence
Received for Record
Jun 06, 2016 at 02:55P
Document Num: 00144494
John A Murphy
Recorder of Deeds