

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 765

Approved November 25, 1983

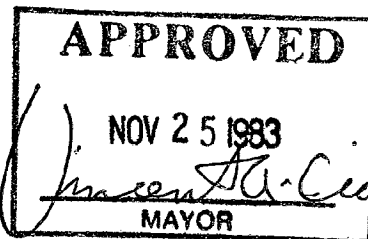
RESOLVED, That His Honor the Mayor is hereby authorized to execute, pursuant to Ordinance Chapter 1982-53, approved August 12, 1982, a Deed of Conveyance to Harriet G. Mayerson, or nominee, of 49 Manning Drive, East Providence, RI of that certain Lot or Parcel of Land comprising of approximately 3,381 square feet of land, more or less, situated on Lot 439, as set out and delineated on City Assessor's Plat 32, situated along 18-20 Hammond Street, for the sum of Eight Hundred Twenty Dollars and Seventy-Eight Cents (\$820.78) containing such terms and conditions as may be approved by His Honor the Mayor and the City Solicitor.

IN CITY COUNCIL

NOV 17 1983

READ AND PASSED

[Signature]
Clerk



THE COMMITTEE ON

CITY PROPERTY

Approves Passage of
The Within Resolution

Robert M. Maxwell
Chairman

October 24, 1983

NOV 1 1983



S.W.A.P.

(STOP WASTING ABANDONED PROPERTY)

May 20, 1983

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

Dear Mr. Annaldo:

Enclosed please find an offer purchase for 18-20 Hammond.
This offer is being submitted in accordance with
Chapter 1982 - 53 #436.

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

Sincerely,

Marty Gruer
Marty Gruer
SWAP Staff

[Handwritten signature]

439 Pine St., Providence, R.I. 02907
(401) 272-0526

FILED

MAY 27 8 59 AM '83

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

OFFER TO PURCHASE

The undersigned Harriet G. Mayerson

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

Address: 18-20 Hammond Street

Assessor's Plat 32 Lot 439

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

1. Said conveyance will be subject to plat restrictions of record and municipal regulations, if any.
2. The City of Providence will convey to Buyer(s) a deed to the premises conveying good and clear marketable title to the same, free from all encumbrances, except as hereinbefore stated on or before July 1, 1983.
3. The Buyer(s) agree to pay to the City of Providence the sum of Seven hundred fifty dollars as consideration for the purchase of said real estate of which Two hundred fifty dollars hereinafter called the binder, is to be paid at such time as the City of Providence accepts this offer, to purchase and the balance of five hundred dollars to be paid upon the delivery of the deed.
4. Personal checks without certification will not be accepted in payment of the purchase price, but, if for any reason the City of Providence shall refuse the tender of a certified check or the check of a bank, the Buyer(s) shall be allowed a reasonable time in which to make a tender in cash.
5. The City of Providence agrees to deliver to Buyer(s), at the time of delivery of the Deed, full possession of said premises, in the same condition in which they now are, reasonable use and wear or other unavoidable casualty excepted, and free of all tenants.

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

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

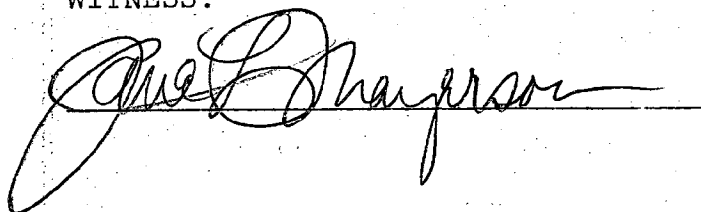
8. Buyer(s) do hereby acknowledge that said real estate has been acquired by the City of Providence through the sale of said real estate by said City, for non payment of taxes. Buyer(s) further understand and acknowledge that court action has, or will be instituted by the City of Providence to foreclose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

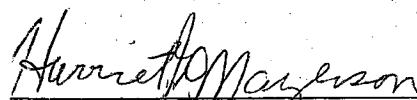
9. This offer, shall be binding upon and enure to the benefit of the heirs, administrators, executors, successors and assigns of the Buyer(s).

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

WITNESS our hands this 19th day of May
1983.

WITNESS:




BUYER(S) Harriet G. Mayerson

BUYER(S)

EXTENSION

The time within which the parties may consummate this agreement may be extended up to and including August 15,
19 83.


BUYER(S) Harriet G. Mayerson

BUYER(S)

CITY OF PROVIDENCE

AFFIDAVIT

I/WE, the undersigned Buyer(s) of real estate (hereinafter referred as "the home") situated at 18-20 Hammond Street
 (address) In the City of Providence, State
of Rhode Island, on oath depose and say:

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

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

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

Harriet G. Mayerson
BUYER(S) Harriet G. Mayerson

BUYER(S)

STATE OF RHODE ISLAND

COUNT OF Providence

Subscribed and sworn to before me on this 21st day of

MAY, 1983

And the large
(NOTARY PUBLIC)

(NOTARY PUBLIC)

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 31, 1983

TO: City Solicitor, Charles A. Pisaturo

SUBJECT: ACQUISITION OF TAX REVERTED PROPERTY

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

DISPOSITION:

Attached is a copy of communication from S.W.A.P., together with a copy of the offer to purchase and Affidavit relative to property situated at 18 - 20 Hammond Street.

Also accompanying the above is a certified copy of Chapter 1982-53, approved August 12, 1982 which outlines the procedure.

Assistant City Solicitor Edward DiPippo was present at the City Property Committee to explain this, prior to the Ordinance receiving passage and is familiar with the matter.

City Clerk

THEODORE C. LITTLER
CITY ASSESSOR



VINCENT A. CIANCI, JR.
MAYOR

FINANCE DEPARTMENT
CITY ASSESSOR

MEMORANDUM

TO: COUNCILMAN ANDREW J. ANNALDO, CHAIRMAN
COMMITTEE ON CITY PROPERTY

FROM: THEODORE C. LITTLER
CITY ASSESSOR

DATE: SEPTEMBER 19, 1983

RE: VALUE OF TAX REVERTED PROPERTIES

Pursuant to your letter of August 26, 1983, this office has inspected the three properties currently before your committee for sale:

1. 145-147 Bellevue Avenue (Plat 31, lot 283)
2. 18-20 Hammond Street (Plat 32, lot 439)
3. 18 Zone Street (Plat 66, lot 184)

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

In the case of the subject properties we have determined the values as follows:

<u>#</u>	<u>Land</u>	<u>Boarded Up Bldg. Value</u>	<u>Total</u>
1.	\$2,890 (7,694 sq. ft.)	\$1,500	\$4,390
2.	\$ 850 (3,381 sq. ft.)	\$1,500	\$2,350
3.	\$1,960 (4,000 sq. ft.)	\$1,500	\$3,460

ads

CHARLES A. PISATURO, ESQ.
CITY SOLICITOR



VINCENT A. CIANCI, JR.
MAYOR

DEPARTMENT OF LAW

August 16, 1983

Mrs. Rose Mendoncca,
City Clerk
City Hall
Providence, Rhode Island 02903

RE: TAX TITLE PROPERTIES

Dear Ms. Mendoncca:

The tax title petitions which are pending in Superior Court will be heard by the court on September 14, 1983. All parties have already been defaulted and the court should enter final judgment on that date. At this point, the City will be able to convey title to these properties. To expedite these matters, I do not see any problem if your office begins the paper work on these conveyances so that everything will be in order on that date.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,


Edward R. DiPippo
Assistant City Solicitor

ERD/smr

cc: Marty Gruer, SWAP
Jane Meyerson