

SINGLE FAMILY PURCHASE AND SALES AGREEMENT

Rhode Island Association of REALTORS®

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1. **SALES AGREEMENT ("Agreement")** made between **Restore, L.P., a Rhode Island limited partnership** (Seller") whose mailing address is 204 Broad Street, Pawtucket, RI 02860 and **City of Central Falls** (Buyer") whose mailing address is 580 Broad Street, Central Falls, RI 02863

Seller agrees to SELL and Buyer to BUY, upon the price and terms below, the following property (the "Property"): Property address **147 and 151 Summer Street**, Assessor's Plat **6**, Lot **118** in the City/Town of Central Falls, State of Rhode Island, Zip Code **02863**

2. **DATE OF THIS AGREEMENT:** The Date of this Agreement shall be the later of: (a) the date on which Buyer signs this Agreement, or (b) the date on which Seller signs this Agreement.

3. **PURCHASE PRICE:** Buyer agrees to pay Seller a Purchase Price for the Property in the amount of **One Hundred Fifteen Thousand (\$115,000.00) Dollars** ("Purchase Price") of which
\$ 0.00 has been paid as a deposit.
\$ 115,000.00 Balance due at closing by cash, certified check, wire transfer and/or bank check.
\$ 115,000.00 **TOTAL PURCHASE PRICE.**

4. **CLOSING DATE/PLACE:** Closing is to be held on July 27, 2015 at 10:00 a.m. at the Law Offices of Ronald C. Markoff or at such other time and place as may be agreed to by Buyer and Seller. Delivery of deed shall occur at the closing. Buyer and Seller authorize the closing agent to release to Broker(s) signed copies of the closing statement(s).

5. **CLOSING CONDITIONAL ON FEDERALLY REQUIRED ENVIRONMENTAL REVIEW AND RELEASE OF FEDERAL FUNDS:** Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until the Buyer has provided Seller with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Buyer may proceed, subject to any other contingencies in this Agreement, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. The Buyer shall use its best efforts to conclude the environmental review of the property expeditiously.

6. **DEPOSITS:** NONE

7. **WAIVER OF MORTGAGE CONTINGENCY:** If initialed by Buyer, this Agreement is not contingent upon financing and Section 7 of this Agreement shall not apply. _____ (Initials of Buyer)

8. **MORTGAGE CONTINGENCY:** NONE

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

(a) **Taxes:** Real estate taxes and fire district taxes shall be prorated on a calendar year basis, except in those towns in which taxes are prorated on a municipal fiscal year basis, with Seller paying for the period prior to the date

BUYER'S INITIALS

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of delivery of the deed and Buyer paying the balance of taxes due. All other taxes which are a lien upon the Property shall be paid by Seller at the time of the delivery of the deed.

(b) **Adjustments:** Rents, fuels, water charges, association fees and sewer usage charges shall be apportioned as of the date of the delivery of the deed at the current price as calculated by the Seller's supplier.

(c) **Assessments:** All assessments, including sewer, which are payable over a period of more than one year and constitute a lien on the Property shall be paid as follows: At closing, Seller shall pay installments due during the municipal years prior to the year in which the deed is delivered; the installments due in that year shall be prorated in the same manner as above provided for taxes, and (**Buyer and Seller: initial one**)

_____ the Seller shall pay the balance of the assessment in full or
BUYER'S INITIALS SELLER'S INITIALS

_____ the Buyer shall pay the balance of the assessment in full or
BUYER'S INITIALS SELLER'S INITIALS assume the balance of the assessment where permitted by law.

_____ Seller certifies that as of the date of this Agreement, there are no
SELLER'S INITIALS outstanding assessments of the type described in this subsection.

10. ADDITIONAL OBLIGATIONS:

(a) **Smoke/Carbon Monoxide Detectors:** Seller shall deliver the Property at the closing with a smoke detector and carbon monoxide detector certificate dated no earlier than 120 days before the closing.

(b) **Non-Resident Withholding Requirement:** If Seller is not a resident of the State of Rhode Island or will not be a resident at the time of the closing, Buyer must withhold six (6%) percent of the Seller's net proceeds (9% if Seller is a corporation), in accordance with R.I.G.L. § 44-30-71.3, and pay such amount to the Division of Taxation as a non-resident withholding requirement. In order to have such withholding based on gain rather than net proceeds of sale, Seller must submit an election form to the Division of Taxation at least twenty (20) days prior to closing. Seller agrees to pay to Buyer the entire amount of such withholding found to be due at or after the closing. Buyer's responsibility shall survive the transfer of title to the Property and shall be a lien against the Property. Seller and Buyer are advised to consult with the appropriate legal, tax, or financial professionals and/or the Rhode Island Division of Taxation.

(c) **Non-Resident Landlord:** R.I.G.L. § 34-18-22.3 requires a residential landlord who is not a resident of the state of Rhode Island to designate an agent for "service of process" who is a resident of Rhode Island or corporation authorized to do business in Rhode Island. This designation must be filed with the Secretary of State and the clerk of the municipality where the property is located.

11. POSSESSION AND CONDITION OF PROPERTY: Seller shall deliver to Buyer at closing full occupancy and possession of the Property, in "broom clean" condition, free and clear of personal possessions (except those that are listed in Section 8 as included with the sale), tenants, and occupants except as agreed below. At closing, Seller shall convey the Property in the same condition in which it is on the Date of this Agreement, except for reasonable use and wear and/or any improvements or repairs required by this Agreement. Buyer shall be entitled to a final walkthrough of the Property prior to the delivery of the deed in order to determine whether the condition of the Property complies with the terms of this section.

EXCEPTIONS: (subject to assumption of leases)

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12. RECEIPT AND ACKNOWLEDGMENT OF RI DISCLOSURE FORMS: Buyer acknowledges that Buyer has received the following forms (unless exempted by law): **(Initial all that apply)**

- _____ Rhode Island Real Estate Sales Disclosure Form prepared by Seller
- _____ Mandatory Real Estate Relationship Disclosure
- _____ Seller's Lead Disclosure **which is incorporated in this Agreement by reference**
- _____ Pamphlet "Protect Your Family from Lead in Your Home" that includes R.I. section "What You Should Know About the RI Lead Law"

13. BUYER'S RIGHTS:

(a) Inspections: R.I.G.L. § 5-20.8-4 states, "Every contract for the purchase and sale of real estate shall provide that a potential purchaser or potential purchasers shall be permitted to a ten (10) day period, **exclusive of Saturdays, Sundays and holidays** to conduct inspections of the property and any structures thereon before the purchaser(s) becomes obligated under the contract to purchase. The parties have the right to mutually agree upon a different period of time; provided, a potential purchaser may waive this right to inspection in writing."

(b) Notice of State Inspections: In addition to the rights stated in subsection (a) above, a potential purchaser(s) shall be permitted a period of ten (10) days to conduct the following:

(1) **Lead Inspection:** R.I.G.L. § 5-20.8-11 gives a potential purchaser the right to conduct a lead inspection. "Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced Intelligence Quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

(2) **Private Well Water Inspection:** R.I.G.L. § 5.20.8-12 provides the right to test the water quality of a private well in accordance with RI Department of Health regulations.

(3) **Cesspool Inspection:** R.I.G.L. § 5-20.8-13 provides the right to inspect the property's on-site sewage system to determine if a cesspool exists and whether it is subject to the phase-out requirements as stated in R.I.G.L. § 23-19-15.

14. WAIVER OF INSPECTIONS CONTINGENCY: (Initial all that apply)

- _____ (a) If initialed by Buyer, Buyer waives all rights to inspections, including the 10-day period, **exclusive of Saturdays, Sundays and holidays**, in R.I.G.L. § 5-20.8-4; this Agreement is not contingent on inspections, and Section 16 of this Agreement shall not apply.
Initials of Buyer
- _____ (b) **Lead:** If initialed by Buyer, this Agreement is not contingent on a lead inspection, and Buyer waives Buyer's 10-day right to test/inspect for the presence of lead.
Initials of Buyer

15. INSPECTIONS CONTINGENCY: N/A

16. CORRECTION OF ERRORS: Buyer and Seller agree to execute and deliver such other documents, instruments, and affidavits as may reasonably be required to complete the transaction including, but not limited to, any affidavits and agreements which may be required by the Lender(s) or the title insurance company.

17. NOTICES: All notices as required in specific Sections of this Agreement shall be in writing. All notices are to be conveyed by mail, personal delivery, electronic transmission, or fax. Notices shall be effective when postmarked,

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upon personal delivery, upon electronic transmittal date, or upon fax transmittal date. Notices to Seller, Buyer, Listing Licensee and Cooperating Licensee shall be sent or delivered to the address(es) below.

Seller(s):

Restore, L.P.
204 Broad Street
Pawtucket, RI 02860

Buyer(s):

City of Central Falls
580 Broad Street
Central Falls, RI 02863

With a copy to:

Ronald C. Markoff, Esquire
144 Medway Street
Providence, RI 02903

18. DEFAULT: Upon default by Buyer, Seller shall have the right to the Deposits in accordance with Section 5, such right to be without prejudice to the right of Seller to require specific performance and payment of other damages, or to pursue any remedy, legal or equitable, which shall accrue by reason of such default. If Seller defaults in the performance of this Agreement, Buyer shall have the right to the Deposits in accordance with Section 5, and Buyer may pursue any and all remedies available at law or equity, including but not limited to specific performance. All disputes between Buyer and Seller over the disposition of the Deposits shall be governed by Section 5.

19. ASSIGNMENT: This Agreement may be assigned by either party without written consent of the other, and shall be binding upon assigns of Buyer and Seller. However, this Agreement may not be assigned without the express written consent of Seller, if it contains a provision for Seller financing.

20. ACCURATE DISCLOSURE OF SELLING PRICE: Buyer and Seller certify that this Agreement and all Addenda accurately reflect the gross sales price as indicated in Section 3 of this Agreement. Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

21. THE FOLLOWING ADDENDUM/ADDENDA are made a part of this Agreement:

BUYER'S INITIALS

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SELLER'S INITIALS

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N/A

22. ADDITIONAL PROVISIONS:

(1) Subject to seller relocating one remaining tenant at 151 Summer Street, Central Falls, RI
(2) After the sale proceeds for 147 and 151 Summer Street are applied to the outstanding Rhode Island Housing first mortgage on Restore Apartments, Pawtucket Central Falls Development Corp. will not be held responsible for repayment of any of the debt remaining on Restore Apartments and any mortgages will be discharged.

23. PREPARATION OF DOCUMENT CONFIRMATION CLAUSE:

This Agreement was prepared by (check one): Listing Licensee Cooperating Licensee
 Other (please complete)

Name: Ronald C. Markoff, Esquire Address: 144 Medway Street, Providence, RI 02903

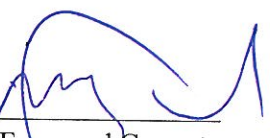
24. CONSTRUCTION OF AGREEMENT: If two or more persons are named as seller or Buyer, their obligations shall be joint and several. **Dates and deadlines are important. Buyer and Seller are advised to act within the time required.**

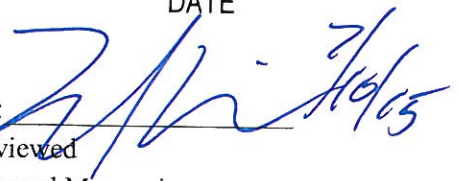
25. ENTIRE AGREEMENT: Buyer and Seller agree that this Agreement contains the entire agreement between us, subject to no understandings, conditions, or representations other than those expressly stated. Buyer represents that Buyer has not relied on the oral representations of Seller, or Broker(s) or their affiliated licensees as to the character or quality of the Property. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

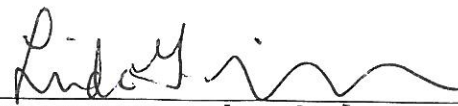
**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

BUYER

By: _____
James Diossa
Mayor

By:  _____
As to Form and Correctness
Matthew Jerzyk
City Solicitor

DATE

By: _____
Reviewed
Leonard Morganis
Administrative and Finance
Officer


SELLER Executive Director, for Restore, LP on behalf of Pawtucket Central Falls Development
7/22/2015
DATE

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