

**AGREEMENT**

**RELATING TO THE NON-UTILIZATION PENALTY**

**FOR 87 COWDEN STREET, CENTRAL FALLS, RI 02863**

This is an Agreement entered into by **Jason Rocha, of 702 Dexter Street, Central Falls, RI 02863**, (hereinafter referred to as "Buyer") and the City of Central Falls, Rhode Island (hereinafter referred to as "City") on this date, the 6<sup>th</sup> of January, 2015.

WHEREAS, the property located at **87 Cowden Street. Plat 4, Lot 14**, is vacant and abandoned and is on the Central Falls Nuisance Property Task Force list of nuisance properties and was subject to the City's non utilization penalty; and

WHEREAS, the Board of Appeals has suspended its decision on the appeal of the non-utilization penalty until March 1, 2015, at which time it will evaluate whether substantial rehabilitation has been done on the property; and

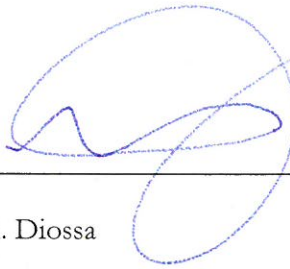
WHEREAS, the Buyer is committed to meeting the approval of the Board of Appeals and purchasing and rehabilitating the property on or before March 1, 2015 or, in the alternative, paying the full non-utilization penalty on or before March 31, 2015.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and undertakings hereinafter set forth, the parties hereby agree as follows:

- 1) The City hereby agrees to hold in abeyance any action relative to liens and/or the non-utilization penalty for 87 Cowden Street, Central Falls, RI 02863 until March 1, 2015; and
- 2) The Buyer hereby agrees to pay the full, outstanding non-utilization penalty currently pending before the Board of Appeals if substantial rehabilitation is not completed on or before March 1, 2015 and said payment shall be made on or before March 31, 2015, however if buyer shows substantial rehabilitation of 87 Cowden Street by 4/1/2015, then the non-utilization penalty will be waived by the City of Central Falls ; and
- 3) The parties agree that if the Buyer fails to perform under the terms of this agreement or materially breaches this agreement, the City will place a lien for 200% of the amount of the non-utilization penalty owed to the City and the Buyer waives his right to contest said lien; and
- 4) This agreement is governed by and shall be construed pursuant to the laws of the State of Rhode Island, without regard to the principles of conflicts of law. The parties hereby agree to the sole and exclusive jurisdiction of the Courts (State and Federal) located in Providence County, Rhode Island with respect to any dispute arising hereunder and hereby waive any objection based on venue or forum non conveniens with respect to any action instituted therein.

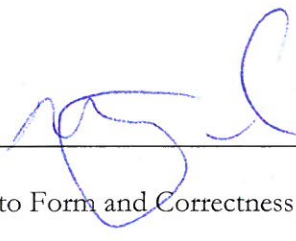
IN WITNESS WHEREOF, the parties have executed this Agreement this 6<sup>th</sup> day of January, 2015.

**CITY OF CENTRAL FALLS:**

By: 

James A. Diossa

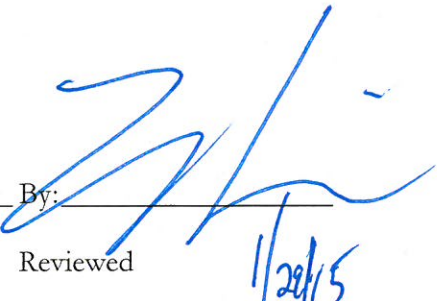
*Mayor and Director of Public Safety*

By: 

As to Form and Correctness

Matthew Jerzyk

*City Solicitor*

By: 

Reviewed

Leonard Morganis

*Administrative and Finance Officer*

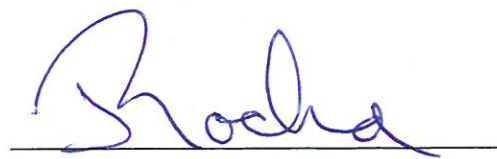
1/28/15

Date: 1-28-15

**BUYER:**

By: Jason Rocha

Printed Name



Signature

Date: 1/30/15