

**THE CITY OF WARWICK  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**RESOLUTION OF THE CITY COUNCIL**

**NO..... DATE.....**

**APPROVED.....MAYOR**

**RESOLUTION REGARDING PURCHASE OF A PARCEL OF LAND  
ON SPADINA AVENUE FOR OPEN SPACE PRESERVATION**

Resolved that,

WHEREAS, the health, safety and welfare of the citizens of the City of Warwick are matters of paramount importance to the City Council; and

WHEREAS, Tax Assessor's Lots 265, 266 and 267 on Plat 334 which are located on Spadina Avenue and consist of approximately .89 acres of land is available for purchase by the City; and

WHEREAS, purchasing said parcel of land would preserve it for conservation purposes and access to the coastal feature; and

WHEREAS, there are funds available to pay 50% of said purchase from a grant; and

WHEREAS, attached hereto is a purchase and sale agreement for the purchase of said parcel of land; and

WHEREAS, the owners of the property are willing to sell said property to the City for \$12,500.00; and

WHEREAS, the City Council desires to purchase said parcel of land to preserve it for open space and provide access to the coastal feature.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes entering into the Purchase and Sales Agreement attached hereto with the owners of Tax Assessor's Lots 265, 266 and 267 on Plat 334, which parcel of land is located on Spadina Avenue and consists of approximately .89 acres of land for a purchase price of \$12,500.00 and that the Mayor is authorized to execute said Purchase and Sales Agreement.

The City Clerk is hereby directed to forward a copy of this Resolution to the Mayor and to the City Solicitor.

This Resolution shall take effect upon passage.

SPONSORED BY: COUNCIL PRESIDENT SOLOMON

COMMITTEE: UNANIMOUS CONSENT

William DePasquale, Jr., AICP  
Planning Director



Scott Avedisian  
Mayor

CITY OF WARWICK  
Planning Department  
3275 Post Road, Annex; Warwick, RI 02886  
Tel. (401) 738-2009  
T.D.D. (401) 739-9150

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### INTER-OFFICE MEMO

**To:** Honorable Council President Solomon and Members of the Warwick City Council

**Date:** August 7, 2017

**From:** Susan Cabeceiras, Planning Department Staff Assistant  
William J DePasquale Jr., AICP Planning Director

**Subject:** Spadina Avenue open space purchase- *Accompanying information on docketed request purchase of property on from the Warwick Land Trust*

Attached please find the executed purchase and sales agreement between Jose Albuquerque and the City, signed by the Mayor, for three lots located on Spadina Avenue for the purchase price of \$12,500. The purchase will be funded by a 50% match from DEM (grant already awarded) with a 50% contribution from the City's Open Space Account (402-0439).

This purchase would complete the Conimicut Marsh DEM Open Space Grant with the exception of (2) two remaining lots that require additional work to locate the heirs of the former property owners. These two lots will be removed from the grant, and Solicitor Peter Ruggiero will continue to work on these lots. Consequently (12) twelve of the (14) fourteen lots have proceeded through the legal process of foreclosing the right of redemption allowing the said lots to be preserved for conservation purposes.

The purchase of an additional (4) lots located on Coldwell Street is not part of this grant because the property owner will not accept less than \$60,000 for the purchase of these properties even as our appraisal indicated the properties were valued at \$12,000.

If you have any questions, or would like additional information, please feel free to contact me at 921-9687.

## PURCHASE & SALES AGREEMENT

1. **SALES AGREEMENT:** ("Agreement") made between Jose Albuquerque, whose mailing address is 149 Rowe Avenue, Pawtucket, Rhode Island 02861 (hereinafter referred to as "Seller") and the City of Warwick, a Rhode Island municipal corporation ("Buyer") whose mailing address is 3275 Post Road, Warwick, Rhode Island 02886. The Seller agrees to SELL and the Buyer agrees to BUY, upon the price and terms below, the following property (the "Property"):

0.87 acres of land area with all improvements thereon located in the City of Warwick, State of Rhode Island identified as City of Warwick Assessor's Plat 334, lots 265, 266 and 267. See Exhibit 1 for a description of the Property.

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, as set forth immediately under the Buyer's and Seller's signatures below, whichever is later.

3. **PURCHASE PRICE:** The agreed Purchase Price for the Property is \$12,500.00 (TWELVE THOUSAND FIVE HUNDRED DOLLARS).

4. **CLOSING DATE/PLACE:** Closing is to be held on or before September 1, 2017 at 10:00 a.m. at the office of Warwick Planning Dept., 3225 Post Road, Warwick RI or at other such time and place as may be agreed to by the parties. The payment of the balance of the Purchase Price and delivery of the Property shall occur at the closing.

5. **FINANCING CONTINGENCY:** This Agreement is not contingent upon the Buyer obtaining financing for the purchase of the Property from funders. However, Warwick City Council approval of this Purchase and Sales Agreement is required.

Buyer's Initials

Seller's Initials

6. **TITLE:** Seller covenants and warrants that he is the owner of the interests set forth in paragraph 1 of this Agreement, has the authority and capacity to enter into this Agreement and consummate the transaction contemplated herein. The Seller shall convey all his interest in and to the Property by conveying good, clear, insurable and marketable title to its interest in the Property, free from all encumbrances, except easements and restrictions of record, provided they are acceptable to the Buyer. The Buyer may, at its own expense, conduct a title examination of the Property. The Buyer shall notify the Seller of any defects in title disclosed by such examination. If Seller is unable to remove such defects, the Buyer shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price, or (b) cancel this Agreement and receive a return of the Deposit.

7. **TAXES:** Real estate taxes, fire district taxes and any and all other municipal taxes are to be current at the time of closing. All of the past due municipal charges which are a lien upon the Property shall be paid by the Seller at the time of delivery of the deed, if any.

## PURCHASE & SALES AGREEMENT

### 8. BUYER/SELLER INFORMATION:

(a) Ordinances: Buyers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances, including but not limited to ordinances on the number of unrelated persons who may legally reside in a dwelling as well as ordinances on the number of dwelling units permitted under the local zoning ordinances.

(b) Wetlands: The location of coastal wetlands, bay, fresh water wetlands, pond, marsh, riverbanks or swamp, and the associated buffer areas may impact future Property development. Seller must disclose to the Buyer any such determination on all or part of the land made by the R.I. Department of Environmental Management.

(c) Restrictions or Legislative/Governmental Action: Buyer is responsible for investigation of whether there are any restrictions or legislative/governmental actions, present or proposed, which affect or would affect the use of the Property.

### 10. ADDITIONAL SELLERS' OBLIGATIONS:

(a) Non-Residential Withholding Tax: If the Seller is not a resident of the State of Rhode Island or will not be a resident at the time of the Closing, the Buyer must withhold six (6) percent of the total payment to the Seller (9% if the Seller is a corporation), in accordance with R.I.G.L. Section 44-30-71.3, as same may be amended from time to time, and pay such amount to the Division of Taxation as a non-resident withholding tax. In order to have such tax 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 the entire amount of such tax found to be due at or after the closing, whether or not such tax was correctly calculated at the closing, it being understood that the tax shall not exceed the amount of net proceeds to Seller. This shall survive the transfer of title to the Property.

(b) Foreign Investment in Real Property Tax Act ("FIRPTA"): The Seller represents that it is not a foreign corporation as defined in FIRPTA and, accordingly, that the Buyer will not be required to comply with the withholding requirements of FIRPTA at the closing.

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Buyer's Initials

SA

Seller's Initials

11. **POSSESSION:** Seller shall deliver to Buyer at closing the Property free and clear of refuse and personal possessions at the time of delivery of the deed. At closing, the Property shall be in the same condition in which it is on the date of this Agreement, except as otherwise mutually agreed by the parties. The Buyer shall be entitled to re-inspection of the Property prior to the delivery of the Property in order to determine whether the condition of the Property complies with the terms of this paragraph.

## PURCHASE & SALES AGREEMENT

**12. WRITTEN NOTICE OF VIOLATIONS AND CHANGE IN OWNERSHIP:** If there is any notice of violation order outstanding against the Property, Seller shall immediately provide written notice to the Buyer and each tenant of the Property with a true copy of any notice of violations or orders issued and notify the enforcing officer in writing of Seller's intent to transfer the property.

**13. RECEIPT AND ACKNOWLEDGEMENT OF R.I. REAL ESTATE SALES DISCLOSURE FORM:** Buyer acknowledges that it received the Rhode Island Real Estate Sales Disclosure Form prepared by the Seller prior to the offer by Buyer to purchase the Property.

**14. OTHER:**

(a) This Agreement is contingent on the approval of this Purchase and Sales Agreement by the Warwick City Council.

(b) This Agreement is not subject to an environmental hazard assessment (EHA) however, is is contingent upon the Buyer obtaining the approval of the Warwick City Council to waive an EHA.

**15. FURTHER ASSURANCES:** Each of the parties hereto agrees to execute and deliver such other documents, instruments, and affidavits as may reasonably be required to effect the transaction contemplated hereby, including, without limitation, any affidavits and agreements which may be required by the title insurance company.

**16. NOTICES:** All notices as required in this Agreement shall be in writing. All notices shall be by mail, by personal delivery or fax. Notices shall be effective when postmarked, upon personal deliver or upon fax transmittal date. Notices to the Seller shall be sent or delivered to the address that appears in Section 1 of this Agreement. Notices to the Buyer shall be sent or delivered to the address that appears in Section 1 of this Agreement.

**17. DEFAULT:** Upon default by the Buyer, the Seller shall have the right to retain the Deposit, such right to be without prejudice to the right of the Sellers 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 the Seller shall default in the performance of this Agreement, all Deposits shall be promptly returned to Buyer, and Buyer may pursue any and all remedies available to it at law or equity, including but not limited to specific performance.

**18. ASSIGNMENT AND SURVIVORSHIP:** This Agreement may be assigned by either party without written consent of the other and shall be binding upon assigns of the parties hereto.

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Buyer's Initials

SA

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Seller's Initials

**PURCHASE & SALES AGREEMENT**

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

**20. BROKER REPRESENTATION:** Seller is represented by Kyle and Sara Seyboth, Keller Williams Realty 144 Wayland Avenue, Providence, RI 02906

**21. CONSTRUCTION OF AGREEMENT:** This Agreement has been executed in one or more counterparts and each shall be deemed to be an original, and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. If two or more persons are named herein as Seller or Buyer, their obligations hereunder shall be joint and several. All references to time periods shall be counted in calendar days.

**22. 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.

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

In the presence of:

Seller: Sose Albuquerque

[Signature]  
Witness

7/24/2017  
Date

[Signature]

Federal Tax ID Number

Elizabeth A. Smith

Witness

8/1/17  
Date

Buyer: City of Warwick, Rhode Island

[Signature]

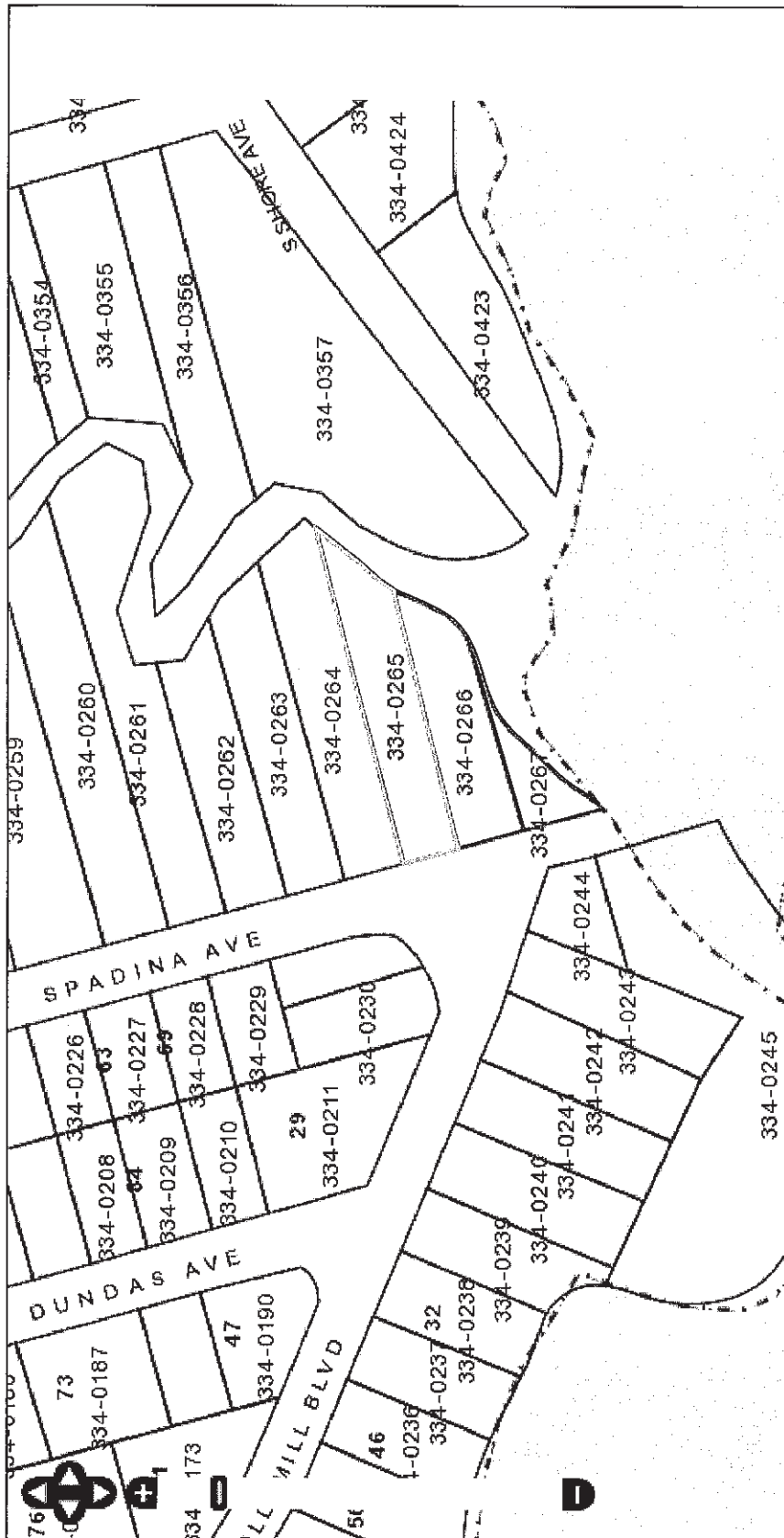
05-6000562

Federal Tax ID Number

## EXHIBIT 1

Property located on Spadina Avenue and is 0.87 acres of land area located in the City of Warwick, State of Rhode Island identified as City of Warwick Assessor's Plat 334, lots 265, 266 and 267.





**City of Warwick, Rhode Island**  
**Selected Parcel: SPADINA AVE ID: 334-0265**

Printed 5/15/2017 from <http://www.mainstreetmaps.com/ri/warwick/public.asp>



20 m  
100 ft



This map is for informational purposes only. It is not for appraisal or, conveyance of land. The City of Warwick, Rhode Island and MainStreetGIS, LLC assume no legal responsibility for the information contained herein.



# Locus Map - Proposed Purchase



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## City of Warwick, Rhode Island

Printed 8/16/2017 from <http://www.mainstreetmaps.com/ri/warwick/public.asp>

20 m  
100 ft



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[www.mainstreetgis.com](http://www.mainstreetgis.com)

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