

City of Pawtucket

RESOLUTION OF THE CITY COUNCIL

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF PAWTUCKET AND THE RIVERSIDE BURIAL SOCIETY OF PAWTUCKET A/K/A RIVERSIDE CEMETERY TO PURSUE ACQUISITION ON 9.49 ACRES OF UNDEVELOPED LAND GENERALLY LOCATED AT 724 PLEASANT STREET; ASSESSOR'S PLAT 67, LOTS 02, 03, 08 AND NORTHERNMOST PORTIONS OF LOT 15

RESOLVED,

WHEREAS, the Riverside Burial Society of Pawtucket a/k/a/ Riverside Cemetery ("Seller") owns certain parcels of real property located on or about 724 Pleasant Street, Pawtucket, Rhode Island, Tax Assessor's Plat 67, Lots 02, 03, 08 and 15; and

WHEREAS, the City of Pawtucket ("Buyer") previously entered into a Purchase and Sale Agreement with JK Equities LLC, dated August 18, 2021, regarding sale of public land located at 94 Moshassuck Street, Pawtucket, RI; and

WHEREAS, because 94 Moshassuck is a public recreation facility that was partially funded by the National Park Service ("NPS") Land and Water Conservation Fund ("LWCF"), the City of Pawtucket must purchase land that would serve as a viable site to establish the conversion and replacement of the aforementioned public recreation facility in accordance with NPS guidelines; and

WHEREAS, the Buyer believes that the Seller's Property is a viable site to establish the conversion and replacement of the aforementioned public recreation facility in accordance with NPS guidelines; and

WHEREAS, the Buyer desires to purchase from the Seller the entirety of Tax Assessor's Plat 67, Lots 02, 03, 08, and a portion of Lot 15, which collectively encompass approximately 9.49 acres of the Seller's Property to be used solely as a designated public recreation facility; and

WHEREAS, site evaluation and feasibility assessment of the aforementioned 9.49 acres of land completed by the Buyer include soil sampling, wetlands and floodplain delineation, topography, public access, and appraisals; and

WHEREAS, the 9.49 acres of land considered for acquisition have never been utilized for cemetery purposes aside from landscaping debris storage; and

WHEREAS, the undeveloped northernmost portion of Tax Assessor's Plat 67, Lot 15 is specifically excluded from the National Historic delineation of the Riverside Cemetery; and

WHEREAS, the proposed configuration and dimensions of these 9.49 acres allows for two (2) multi-purpose recreation fields, walking trails, vehicular parking and access via an existing public right of way from Pleasant Street, viewsheds of the Seekonk River, and habitat restoration activities in proximity to the Seekonk River; and

WHEREAS, as a condition to the purchase of the Land, the Buyer must apply for and obtain both Rhode Island Department of Environmental Management (RIDEM) and NPS approval that the Land is, in fact, a viable site to establish the conversion and replacement of the aforementioned public recreation facility in accordance with NPS guidelines.

NOW, THEREFORE, BE IT RESOLVED, THAT THE PAWTUCKET CITY COUNCIL, UPON RECOMMENDATION OF THE CITY COUNCIL CITY PROPERTY COMMITTEE, DOES HEREBY AUTHORIZE AND EMPOWER THE CITY OF PAWTUCKET TO ENTER INTO A PURCHASE AND SALE AGREEMENT, ATTACHED HERETO AS EXHIBIT A, WITH THE

RIVERSIDE BURIAL SOCIETY OF PAWTUCKET A/K/A RIVERSIDE CEMETERY, FOR 9.49 ACRES OF UNDEVELOPED LAND LOCATED AT 724 PLEASANT STREET IN THE CITY OF PAWTUCKET, CURRENTLY REFERENCED IN THE CITY OF PAWTUCKET, TAX ASSESSOR'S OFFICE AS ASSESSOR'S PLAT 67, LOTS 02, 03, 08, AND THE NORTHERNMOST PORTION OF LOT 15, WITH THE UNDERSTANDING THAT NO TRANSFER OF OWNERSHIP SHALL TAKE PLACE UNTIL COMPLETION OF THE RECREATION CONVERSION PROCESS MANAGED BY THE NATIONAL PARK SERVICE AND THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, AND THE APPROVAL OF THE RECREATION CONVERSION AND RELOCATION PLAN, WHICH WILL INCLUDE A NEW RECREATION FACILITY LOCATED AT THE AFOREMENTIONED RIVERSIDE CEMETERY OWNED LAND.

PURCHASE AND SALE AGREEMENT

**Portion of Property Vested in the Riverside Burial Society of Pawtucket
a/k/a Riverside Cemetery**

**Property Address (For reference purposes only):
724 Pleasant Street, Pawtucket RI
AP 67 Lots 2, 3, 8 and 15**

This PURCHASE AND SALE AGREEMENT (the “Agreement”) is made this _____ day of August, 2022 (the “Effective Date”), by and between the Riverside Burial Society of Pawtucket a/k/a Riverside Cemetery (“Seller”) and the City of Pawtucket, a Rhode Island municipal corporation (“Buyer”).

WHEREAS, Seller owns certain parcels of real property located on or about 724 Pleasant Street, Pawtucket, Rhode Island, Tax Assessor’s Plat 67, Lots 2, 3, 8, and 15 more particularly described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Buyer previously has entered into a Purchase and Sale Agreement with JK Equities LLC, dated August 18, 2021, regarding the sale of public land located at 94 Moshassuck Street, Pawtucket, RI.

WHEREAS, because 94 Moshassuck Street is a public recreation facility that was partially funded by the NPS Land and Water Conservation Fund (“LWCF”), Buyer must purchase land that would serve as a viable site relative to the Buyer’s obligation to establish the conversion and replacement of the aforementioned public recreation facility in accordance with National Park Service (“NPS”) guidelines.

WHEREAS, Buyer believes that the Seller’s Property is a viable site to establish the conversion and replacement of the aforementioned public recreation facility in accordance with NPS guidelines.

WHEREAS, subject to the terms and conditions set forth herein, Buyer desires to purchase from the Seller the entirety of Tax Assessor’s Plat 67, Lots 2, 3, and 8 and a portion of Lot 15, which collectively encompasses approximately 9.49 acres of Seller’s Property (as more particularly described below, the “Land” or the “Premises”), to be used solely as a designated public recreation facility.

WHEREAS, as a condition to the purchase of the Land, Buyer must apply for and obtain both RIDEM and NPS approval that the Land is, in fact, a viable site to establish the conversion and replacement of the aforementioned public recreation facility in accordance with NPS guidelines.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Seller and Buyer hereby agree, as follows:

1. AGREEMENT TO PURCHASE AND SELL. Subject to all of the terms and conditions of this Agreement, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to acquire and purchase from Seller, the Land described in Section 2 hereof.

2. DESCRIPTION OF THE LAND/PREMISES. The land to be purchased by the Buyer consists of approximately 9.49 acres of the Seller's Property. The Seller's Property, which is designated by the City of Pawtucket as Tax Assessor's Plat 67, Lots 2, 3, 8, and 15, is described in deeds recorded with the Pawtucket Land Evidence Records (the "Registry") in Book 502 at Page 319 and Book 33 at Page 303; together with: the appurtenances thereto, including, without limitation, all rights, permits, plans, easements, rights-of-way, privileges, licenses, and other rights and benefits belonging to, running with, or in any way relating to the Property.

The Seller agrees to sell, and the Buyer agrees to buy that portion of the Seller's Property more particularly described or depicted on Exhibit 1 (the "Land" or the "Premises"), which comprises the entirety of Tax Assessor's Plat 67, Lots 2, 3, and 8 and a portion of Lot 15. Buyer acknowledges and agrees that the Property shall be conveyed subject to a deed restriction that provides the owner of the Property shall use the Property as a public recreation facility in accordance with National Park Service ("NPS") guidelines. Notwithstanding anything to the contrary contained herein, the legal description in the survey obtained by Buyer hereunder shall govern the description of the Premises in the Deed (defined below).

3. TITLE DEED. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to Buyer (the "Deed"), or to the nominee designated by Buyer by written notice to Seller at least seven (7) days before the Deed is to be delivered as herein provided. The Deed shall convey a good and clear record and marketable title to the Premises, insurable at regular rates, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such Deed;
- (c) Any liens for municipal betterments assessed after the Effective Date; and
- (d) Easements of record, if any, not timely objected to by Buyer pursuant to Section 10 hereof (all of the foregoing being defined as "Permitted Exceptions" as further defined herein).

4. PURCHASE PRICE. The purchase price for the Premises (the "Purchase Price") shall be One Million Eight Hundred Three Thousand One Hundred and 00/100 (\$1,803,100.00) Dollars.

A deposit against the Purchase Price in the amount of Ten Thousand Dollars (\$10,000.00) shall be paid within fourteen (14) business days after the Effective Date (the "Deposit"). The balance of the Purchase Price shall be paid at the time of delivery of the Deed by wire transfer or check. Delivery of the Deed by Seller and payment of the Purchase Price by Buyer is sometimes hereinafter referred to as "Closing."

The Deposit shall be held in escrow by the law firm of Blais Cunningham & Crowe Chester as Escrow Agent and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the Escrow Agent shall deposit the Deposit into the registry of a court of competent jurisdiction pending direction from such court. If a closing does not occur, and Seller is not in breach, then the Deposit to be returned to Buyer would be minus the legal fees incurred by Seller.

5. TIME FOR PERFORMANCE; DELIVERY OF DEED. Subject to the provisions hereof, the Deed is to be delivered and arrangements for payment of the Purchase Price completed within thirty (30) days following the latest to occur of (a) the satisfactory completion of the Investigation Period and (b) the Buyer having obtained the Buyer Approvals (as defined in Section 11) and the expiration of all applicable appeal periods for the Buyer Approvals without appeal having been taken (sometimes hereinafter referred to as the "Closing Date"), unless otherwise agreed upon in writing. Buyer shall have the right to extend the Closing Date for an additional period of thirty (30) days, upon written notice to Seller sent at least ten (10) days prior to the then-scheduled Closing Date. Seller shall have the right to extend the Closing Date for an additional period of thirty (30) days, upon written notice to Buyer sent at least ten (10) days prior to the then-scheduled Closing Date.

6. REPRESENTATIONS AND WARRANTIES BY SELLER. Seller warrants and represents to Buyer, knowing and intending that Buyer is relying upon same in entering into this Agreement and consummating the transactions contemplated hereunder, that the following are true, complete, and correct as of the Effective Date:

A. There are no suits, actions or proceedings pending, or to Seller's knowledge, threatened against or affecting Seller's proposed sale of the Premises before any court or administrative agency or officer which, if adversely determined, would have a materially adverse effect upon the financial or other ability of Seller to consummate the transactions contemplated hereunder.

B. Subject to obtaining the Seller Approvals, the execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby are within the powers of Seller and have been duly authorized by all necessary action on the part of Seller. This Agreement constitutes a valid and binding obligation of Seller.

C. Seller has not entered into any agreement to sell or dispose of its interest in the Premises or any part thereof, except for this Agreement. Seller has not granted to anyone an option to purchase or a right of first refusal to purchase the Premises.

D. Seller has not entered into any agreement with any governmental entity affecting the Premises which is not recorded with the Registry.

E. The execution, delivery and performance by Seller of this Agreement does not and will not contravene or conflict with any provision of any law, regulation, judgment, injunction, order or decree binding upon Seller.

F. Seller has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Neither the execution nor delivery of this Agreement nor its

performance by Seller will (i) conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound. This Agreement is valid and enforceable against Seller in accordance with its terms and each instrument to be executed by Seller pursuant to this Agreement or in connection with the transactions contemplated hereby will, when executed and delivered, be valid and enforceable against Seller in accordance with its terms.

H. There are no contracts or agreements in existence that would prevent Seller from performing pursuant to the terms of this Agreement.

I. No tax sale or related proceeding, foreclosure, bankruptcy, insolvency, re-arrangement or similar action involving the Premises or Seller is pending or contemplated by Seller, or to Seller's knowledge, threatened.

Seller's representations and warranties set forth in this Agreement shall survive the delivery of the Deed.

7. REPRESENTATIONS AND WARRANTIES BY BUYER. Buyer warrants and represents to Seller, knowing and intending that Seller is relying upon same in entering into this Agreement and consummating the transactions contemplated hereunder, that the following are true, complete, and correct as of the Effective Date:

A. There are no suits, actions or proceedings pending, or to Buyer's knowledge, threatened against or affecting Buyer's proposed purchase of the Premises before any court or administrative agency or officer which, if adversely determined, would have a materially adverse effect upon the financial or other ability of Buyer to consummate the transactions contemplated hereunder.

B. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby are within the powers of Buyer and have been duly authorized by all necessary action on the part of Buyer. This Agreement constitutes a valid and binding obligation of Buyer.

C. The execution, delivery and performance by Buyer of this Agreement does not and will not contravene or conflict with any provision of any law, regulation, judgment, injunction, order or decree binding upon Buyer.

D. Buyer is not party to any contracts or agreements in existence that would prevent Buyer from performing pursuant to the terms of this Agreement.

Buyer's warranties and representations set forth herein shall survive the delivery of the Deed.

8. BUYER'S INVESTIGATION.

A. Investigation Period. Commencing on the Effective Date, Buyer shall have a one hundred twenty (120) day period (the "Investigation Period") to conduct such inspections, investigations, tests, studies, analyses and reviews with regard to the Premises as Buyer may desire including, without limitation, soil borings and other subsurface tests and investigations to

test and inspect soil and other subsurface conditions (the "Investigations"), all of which shall be undertaken at Buyer's sole cost and expense. In the event that Buyer is dissatisfied with the Premises for any reason or no reason, Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before 5:00 p.m. EST on the last day of the Investigation Period (the "Investigation Deadline"). In the event that Buyer terminates this Agreement pursuant to this paragraph, except as otherwise provided, any and all Deposits made by Buyer hereunder shall forthwith be refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties.

(1) Notwithstanding the foregoing, in the event that the Buyer Approvals are not obtained during the Investigation Period, the Investigation Period will be deemed to automatically extend for such additional time as is necessary for Buyer to obtain the Buyer Approvals.

9. ACCESS TO THE PREMISES. During the Investigation Period, and consistent with the terms of the Access Agreement previously entered into by and between the parties attached hereto and incorporated by reference herein as **Exhibit 2**, Seller shall provide reasonable access, which shall include, without limitation, to Buyer, its employees and agents, including without limitation appraisers, surveyors, engineers and environmental scientists, to conduct its chosen Investigations. Buyer shall hold Seller harmless from any damage to the Premises or personal injury to persons incurred as a direct result of Buyer's Investigations.

10. TITLE COMMITMENT AND SURVEY. Seller acknowledges that Buyer intends to obtain a title insurance commitment and survey with respect to the Premises. On or before the Investigation Period Deadline, Buyer shall give written notice to Seller of any objections to title, including matters shown on the survey (each a "Title Objection").

If Buyer makes timely written objection to any title or survey matters as herein provided, Seller shall provide written notice to Buyer within fifteen (15) business days of receipt of Buyer's notice of Title Objections as to any Title Objection (other than one relating to a Monetary Encumbrance) which Seller does not intend to cure. Buyer may, at its option, within five (5) business days of its receipt of any such notice from Seller, terminate this Agreement by sending Seller written notice within such five (5) business day period. Buyer's lack of response shall be deemed to be an exercise of its right to terminate. In the event that Buyer exercises such right to terminate, except as otherwise provided, all Deposits plus any interest earned thereon shall be refunded to Buyer, and except as otherwise provided, this Agreement shall terminate and all obligations of the parties hereto shall cease. At or prior to Closing, Seller shall cure or remove all Monetary Encumbrances and cure all other Title Objections, which Seller indicates it will cure in response to Buyer's Title Objection notice. The parties have identified a deed restriction contained in that certain deed recorded in Pawtucket Land Evidence Records in Book 63 at Page 469 which restricts the use of said land to cemetery purposes. As a condition to the purchase of the Land, and as a contingency of closing, this restriction must be resolved to the satisfaction of Buyer. Seller agrees to cooperate with Buyer and to take all steps necessary in connection with extinguishing the aforementioned restriction through judicial means or otherwise.

11. BUYER APPROVALS. The approvals described in Subsections 11A through and including 11D are, collectively, the “Buyer Approvals.”

A. Subdivision. As a condition precedent to Closing, Buyer shall have completed, in coordination with Seller, the subdivision of the Property creating and legally recording with the City of Pawtucket the new Tax Assessor’s lot, which encompasses the Premises as described herein with the metes and bounds as shown on **Exhibit 1** attached hereto. The parties agree that final subdivision documents shall not be recorded until the Closing.

B. Recreation Conversion and Relocation Plan Approvals. Also during the Investigation Period, Buyer shall pursue and obtain the necessary federal, state and municipal approvals necessary to convey the Premises to Buyer, including without limitation (1)(a) the approval of a recreation conversion and relocation plan by the Rhode Island Department of Environmental Management (“RIDEM”) and (1)(b) by the NPS in accordance with Title 36, Chapter 1, Part 59 – Land and Water Conservation Fund Program of Assistance to States, and (2) approvals of the transactions contemplated herein by the Pawtucket City Council. Provided that Buyer is in good faith diligently pursuing the foregoing or any other Buyer Approvals described in this Section 11, Buyer may extend the Investigation Period at its option for an additional one (1) year period in order to obtain the Buyer Approvals. During any such extension, Buyer may continue to pursue the Buyer Approvals and conduct other Investigation Period activities. Any additional extension of the Investigation Period shall be for a period of six (6) months and subject to the Seller’s approval, which approval shall not be unreasonably withheld.

C. Development Approvals: During the Investigation Period, Buyer may pursue any necessary zoning and land development and/or regulatory approvals, including relating to zoning use or zoning district designation, necessary to put the Premises to Buyer’s intended use on such terms and conditions as are satisfactory to Buyer in its sole discretion, including without limitation such approvals as may be necessary to authorize a public recreation facility, with any applicable appeal periods having expired without appeal being taken.

D. The parties anticipate that the following steps must be taken in connection with the pursuit of the Buyers Approvals:

(1) Buyer must obtain municipal approval (City Council and any related departmental or committee approvals) relating to the acquisition of public property, and the conversion of property restricted to recreational use.

(2) Buyer must apply for and obtain RIDEM approval in connection with the conversion and replacement of a public recreation facility that was partially funded by the NPS Land and Water Conservation Fund.

(3) Buyer must apply for and obtain NPS approval in connection with the conversion and replacement of a public recreation facility that was partially funded by the NPS Land and Water Conservation Fund.

(4) Buyer must successfully respond to any comments, objections or appeals until the end of any applicable comment, objection or appeal period.

E. Cooperation. Seller agrees to cooperate with Buyer and provide assistance to Buyer in connection with Buyer's pursuit of the Buyer Approvals. Such cooperation shall include, *inter alia*, signing such governmental applications, in Seller's capacity as owner of the Premises, as are reasonably requested by Buyer and filing the same with appropriate governmental departments, boards, and agencies. As set forth above, provided that Buyer is in good faith diligently pursuing the Buyer Approvals, Buyer may extend the Investigation Period at its option for an additional one (1) year period in order to obtain the Buyer Approvals. Any additional extension of the Investigation Period shall be for a period of six (6) months and subject to the Seller's approval, which approval shall not be unreasonably withheld.

12. SELLER PRE-CLOSING OBLIGATIONS. During the term of this Agreement:

A. Seller shall not sell or dispose of all or any part of the Premises or any interest therein without the prior written consent of Buyer.

B. Seller shall perform all material obligations with respect to the Premises under existing easements, covenants, restrictions and contracts of record.

C. Seller shall not, without the prior written consent of Buyer, grant any rights or other privileges in or with respect to the Premises or any portion thereof, or grant, consent to or waive any right to object to, any easements, covenants or restrictions affecting all or any portion the Premises.

D. Seller will promptly notify Buyer if it discovers, determines or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true.

E. Seller will provide Buyer with copies of any written notices received by Seller which involve:

(1) An eminent domain taking affecting the Premises;

(2) Any litigation affecting the Premises;

(3) Any special assessments affecting the Premises;

(4) Any requirement by Seller's insurance company or any other third party that Seller undertake repairs or improvements to the Premises in order to correct a violation of a law or regulation affecting the Premises; or

(5) Any governmental notice affecting the Premises.

F. INSURANCE. Until the delivery of the Deed, Seller shall self-insure or maintain insurance on said Premises as presently insured. Notwithstanding the foregoing, all risk of loss shall remain with Seller until delivery of the Deed.

13. BUYER'S CONDITIONS PRECEDENT TO CLOSING. The obligation of Buyer to close under this Agreement is contingent and conditioned upon the satisfaction of each of the following (without limitation of any other conditions to Buyer's obligations to close set forth in this Agreement), the failure of any of which, unless waived in advance in writing by Buyer, shall

render this Agreement null and void, in which case, except as otherwise provided, all Deposits shall be refunded to Buyer:

A. Seller shall have fully performed and satisfied each and every obligation, term and condition to be performed and satisfied by Seller under this Agreement, including delivery of Seller's Closing Deliverables as hereinafter defined.

B. All warranties and representations of Seller set forth in this Agreement hereof shall be true, complete and accurate in all material respects as of the Closing Date.

C. The Title Company shall be prepared and irrevocably committed to issue to Buyer on an American Land Title Association owner's policy of title insurance (2006 Form), at regular rates, in favor of Buyer in an amount equal to the Purchase Price showing indefeasible good and clear record and marketable fee simple title to the Premises vested in Buyer, with such affirmative coverages, endorsements and reinsurance reasonably requested by Buyer, subject only to the Permitted Exceptions, and exceptions that are acceptable to Buyer.

14. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated or, if at the time for the delivery of the Deed, the Premises do not conform with the provisions hereof, then Seller shall use its best efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be. In such event, Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the Closing Date shall be extended for a period of thirty (30) days. Without limiting the foregoing, Seller shall use best efforts to obtain the benefit of any and all insurance available to address such defect in title or to deliver possession as provided herein (including without limitation any title insurance, liability insurance and casualty insurance if available to address, for example, a potential judgment lien on the Premises).

In the event that, following the extension of the Closing Date as provided above, Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time for the delivery of the Deed, the Premises do not conform with the provisions hereof, Buyer shall have the option of pursuing its remedies set forth in Section 16 ("Seller Default").

15. CLOSING.

A. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants, guests, visitors, occupants and all others having temporary or permanent possession of the Premises is to be delivered at the time of the delivery of the Deed. Seller shall cause the Premises to be (and remain) free of all tenants and occupants not later than the date that is thirty (30) days prior to the Closing Date. The Premises shall be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in Section 3 hereof, subject only to Permitted Exceptions. Buyer shall be entitled personally to inspect said Premises prior to the delivery of the Deed in order to determine whether the condition thereof complies with the terms of this Section.

B. RIGHTS. Included in the sale of the Premises are all of the following:

- (1) All easements, rights of way, permits, utility agreements, connections for water, sewer, telecommunications and data transmission utilities, and assignments of same;
- (2) All architectural, engineering or similar drawings, if any are in Seller's possession;
and
- (3) All specifications, governmental permits, licenses, approvals, guaranties, warranties if any are in Seller's possession and/or applicable to the Premises.

C. SELLER'S CLOSING DELIVERABLES. At the Closing, as a condition of Buyer's obligation to close under this Agreement, Seller shall deliver the following documents, each duly executed and, where appropriate, acknowledged as provided therein (collectively, the "Seller's Closing Deliverables"):

- (1) The Deed, conveying good and clear record and marketable title, insurable at regular rates, to the Premises.
- (2) Evidence reasonably satisfactory to Buyer of the authority of persons executing this Agreement and the other documentation to be executed and delivered by Seller hereunder.
- (3) Such customary affidavits and indemnities as Buyer's title insurance company may reasonably require in order to issue so-called owner's and lender's title insurance policies insuring Buyer's title to the Premises subject to no exceptions other than Permitted Exceptions and without any exception for mechanics' or materialman's liens or any parties in possession.
- (4) Such other documents and instruments, signed and properly acknowledged by Seller as may be reasonably required in order to effectuate the provisions of this Agreement and the closing of the transactions contemplated hereunder, including without limitation, a 1099S.

D. BUYER'S CLOSING DELIVERABLES. At the Closing, as a condition of Seller's obligations to close under this Agreement Buyer shall deliver, the following ("Buyer's Closing Deliverables"):

- (1) Evidence reasonably satisfactory to Seller of the authority of persons executing this Agreement and the other documentation to be executed and delivered by Buyer hereunder.
- (2) The balance of the Purchase Price then due.

E. CLOSING COSTS: If applicable, real estate transfer taxes will be paid by Seller at Closing. Seller shall also pay all recording fees for the Deed and title clearing documents. Buyer shall be responsible for all title examination fees, all title insurance premiums, all Investigation expenses and all other recording fees. Seller and Buyer shall be responsible for the fees of their respective attorneys.

16. SELLER DEFAULT. If Seller shall fail to fulfill Seller's material obligations hereunder, including without limitation those set forth in Sections 6 and 12, Buyer may

(i) terminate this Agreement and be repaid the entire Deposit together with all interest earned thereon, as liquidated damages for such breach, (ii) accept such Seller's Closing Deliverables as Seller can deliver and deliver Buyer's Closing Deliverables, so that Closing can be completed, or (iii) in the event that Seller's breach or default is in connection with a sale or other alienation of the Premises to a third party (or an attempted sale or other alienation), Buyer may bring a suit for specific performance. In the event Buyer elects to terminate this Agreement under subpart (i) above, then upon receipt by Buyer of the entire Deposit, together with all interest earned thereon, except as otherwise specified herein, this Agreement shall terminate and Seller and Buyer shall be released from all further liability and obligations hereunder.

17. BUYER DEFAULT. If Buyer shall fail to fulfill Buyer's material obligations herein within ten (10) days after written notice to Buyer of such failure, all Deposits made hereunder by Buyer shall be retained by Seller as liquidated damages and this shall be the sole and exclusive remedy at law or in equity for any breach by Buyer under this Agreement.

18. MISCELLANEOUS.

A. NOTICES. All notices required or permitted by this Agreement shall be in writing and shall be delivered (a) by certified mail, return receipt requested, (b) by overnight delivery by a nationally recognized courier, (c) by hand delivery, or (d) by electronic mail (provided that unless receipt of electronic mail is acknowledged, a copy of any notice given by electronic mail is promptly sent by one of the other means of delivery), addressed as follows:

As to Buyer:

City of Pawtucket
137 Roosevelt Avenue
Pawtucket, RI 02860
Attention: Jay Rosa
Email: Jrosa@pawtucketri.com

with copies at the same time to:

Frank J. Milos, Jr., Esq.
City Solicitor
Email: Fmilos@pawtucketri.com

As to Seller:

Riverside Burial Society of Pawtucket
Attention: David Harrison
Email: dharrison@conloncontainers.com

with copies at the same time to:

James A. Briden, Esq.
Blais Cunningham & Crowe Chester
Email: jbriden@blaislaw.com

Either party may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given (a) when received, if delivered personally, (b) the earlier of receipt or three (3) days after mailing, if sent by certified mail, return receipt requested, (c) the day after mailing if sent by overnight delivery or (d) upon sending by electronic mail, provided that notice is also promptly sent by one

of the other acceptable manners of delivery, if required as set forth above. Notice may be given and/or received by counsel for either party, in which event such notice shall be as effective as if sent and/or received by the party itself.

B. BUYER'S RIGHT TO ASSIGN AGREEMENT. Buyer may elect to take title to the Premises in the name of a nominee at Closing. Otherwise, Buyer may not assign its rights under this Agreement to a non-Affiliate without Seller's consent, which shall not be unreasonably withheld. Buyer may at any time assign and delegate its rights and obligations hereunder as Buyer without Seller's consent, but only to an affiliated entity of Buyer ("Affiliate"), which Affiliate shall become the "Buyer" hereunder and shall assume the rights, obligations and liabilities of Buyer under this Agreement. For purposes of this Agreement, Affiliate is defined as a public or quasi-public authority such as the Pawtucket Redevelopment Agency ("PRA"). Upon making such assignment to the Affiliate, Buyer (as assignor) and each of its affiliates other than the Affiliate shall be released from any further liability or obligation hereunder.

C. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a contract governed by the laws of the State of Rhode Island, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement may be executed by electronic mail transmission, and each such counterpart so executed shall have the same force and effect as an original counterpart. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

D. JURISDICTION/VENUE; WAIVER OF JURY TRIAL. The parties agree and consent to the exclusive jurisdiction and venue of the state courts of the State of Rhode Island, with respect to the resolution of any dispute which arises under, or is in any way related to, this Agreement. THE PARTIES HERETO EXPRESSLY AGREE TO WAIVE THEIR RIGHT TO TRIAL BY JURY.

E. INVALID PROVISIONS DISREGARDED. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

F. PURCHASE PRICE PURPOSE. Seller agrees that the net proceeds of the Purchase Price shall be used by the Seller exclusively for the maintenance, repair, operation, care and use of the Riverside Burial Society of Pawtucket a/k/a Riverside Cemetery. The provisions of this Section 18F shall survive the Closing and the delivery of the Deed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED AS A SEALED INSTRUMENT AS OF THE DAY AND YEAR FIRST
SET FORTH ABOVE.

Seller:
Riverside Burial Society of Pawtucket
a/k/a Riverside Cemetery

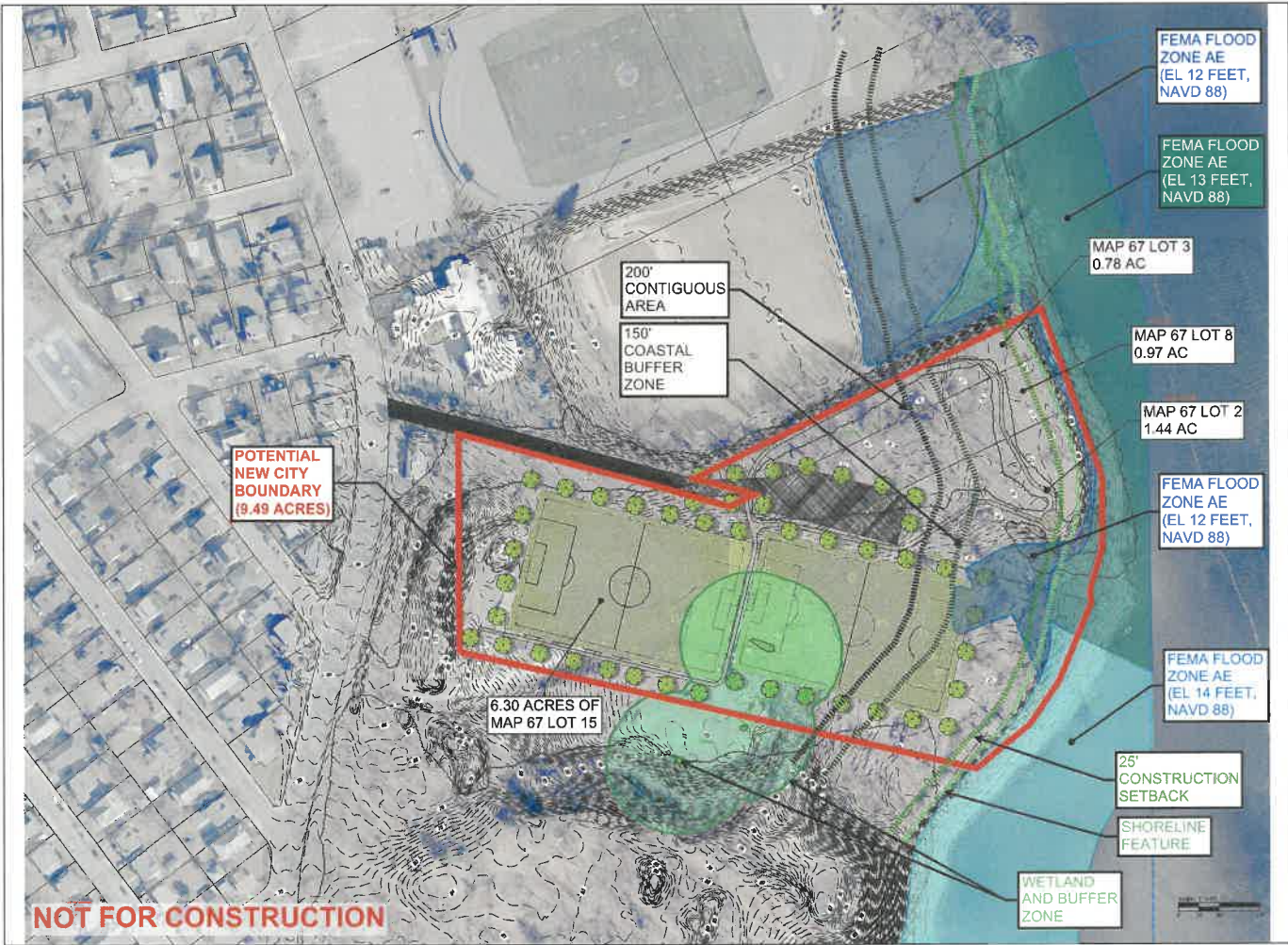
By: _____
Name: _____
Title: _____

Buyer:
City of Pawtucket, Rhode Island

By: _____
Name: _____
Title: _____

Exhibits:

- 1 – Legal Description of Premises
- 2 – Access Agreement



PROPOSED RIVERSIDE
RECREATION SITE

Parrish, Rhode Island

PROJECT NO.	20861.00
DATE	JULY 2022
SCALE	1"=80'
DESIGNED BY	
CHECKED BY	
DRAWN BY	AKS
APPROVED BY	
DRAWING TITLE	CONCEPT PLAN
DRAWING NO.	C1
SHEET NO.	OF



EXECUTIVE CHAMBER, CITY OF PAWTUCKET, RHODE ISLAND

DYLAN M. ZELAZO

July 19, 2022

The Honorable Members
Of the Pawtucket City Council
137 Roosevelt Avenue
Pawtucket, RI 02860

Dear Honorable Members:

I am pleased to inform you that the City of Pawtucket and Riverside Burial Society of Pawtucket have reached an informal agreement on the sale of a portion of the Society's property. I am seeking to have the draft purchase and sale agreement between the two parties referred to the City Council Property Committee for consideration.

This property acquisition is being pursued for the purpose of establishing a public recreation use.

As terms of this agreement are being finalized, I am requesting that a portion of the Committee meeting be held in executive session to consider this agenda item.

Thank you for your consideration in this matter.

Dylan M. Zelazo
Director of Administration

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2022 JUL 20 A 10:27





DONALD R. GREBIEN
MAYOR

CITY OF PAWTUCKET
RHODE ISLAND

DEPARTMENT OF PLANNING AND REDEVELOPMENT

SANDRA C. CANO
COMMERCE DIRECTOR

BIANCA M. POLICASTRO
PLANNING DIRECTOR

August 1, 2022

Pawtucket City Council
137 Roosevelt Avenue
Pawtucket, RI 02860

**RE: RIVERSIDE RECREATION PROPERTY PURCHASE AND SALE AGREEMENT
724 PLEASANT STREET (AP 67; LOTS 02, 03, 08 & 15)**

Dear Council President Moran,

In August of 2021, the City Council approved a resolution enabling the City to enter into a purchase and sale agreement (P&S) with Blackstone Distribution Center LLC to initiate site investigation activities and regulatory approvals required for the potential sale of Morley Field for the purpose of commercial redevelopment. The agreed upon acquisition price for this potential transfer of ownership is \$550,000. One of the most significant requirements in this executed P&S is compliance with Rhode Island Department of Environmental Management (RIDEM) and National Park Service (NPS) Land and Water Conservation Fund (LWCF) requirements pertaining to the conversion of public recreation facilities. Principally, the City must identify and propose property to be acquired to establish a replacement recreation facility that is of equal or greater land area and appraised value to that of the existing Morley Field. This proposal, referred to as a recreation conversion plan must be approved by both RIDEM and NPS prior to any potential sale, or non-recreational use of Morley Field.

With the above referenced goals in mind, the City conducted an extensive investigation of privately owned properties in proximity to the Morley Field location that may be viable for the development of a new public recreation facility. This evaluation included, but was not limited to, land area, environmental history, public access, site development constraints, zoning designation, acquisition price, and the willingness of private property owners to negotiate potential property acquisition with the City. Following this extensive evaluation, portions of four properties located between Pleasant Street and the Seekonk River (attached) were identified as being the most appropriate option to establish this replacement recreation facility. These properties total approximately 9.49 acres, and are all owned by the Riverside Burial Society of Pawtucket. The properties in question have never been utilized for cemetery purposes, aside from landscaping debris storage, and they are specifically excluded from the National Historic description of the Riverside Cemetery to the south.

Following this evaluation, the City initiated more substantial conversations with the Riverside Board of Trustees to consider the needs of both parties, comparable property transaction prices, potential purchase and sale terms, title examinations, and site engineering evaluation. The Pare Corporation was also consulted to complete a site investigation including soil sampling, topographical conditions, floodplain and wetland evaluation, and dimensional requirements for multi-purpose recreation fields. Following this evaluation, the parties developed the enclosed conceptual plan to accompany this P&S agreement. This conceptual plan was also utilized to inform the delivery of a federal standard appraisal of the property proposed for acquisition as required for the above referenced LWCF recreation conversion process. This plan is intended to establish acreage and future property lines. Actual recreation amenities, and their configuration, are subject to change if and when the City proceeds with design and permitting plans, and based on review by applicable City boards and commissions. A

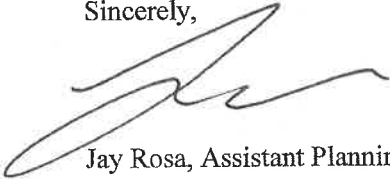
Class 1 site survey will also be produced as required to complete any future transfer of ownership and subdivision of land.

If the Council is supportive of this P&S agreement, next steps for the recreation conversion process will include the completion of buyer and seller deliverables as detailed in sections 8-11, as well as the completion of a recreation conversion plan to be submitted for consideration by RIDEM and NPS.

Again, the City is not permitted to transfer ownership of either Morley Field or the Riverside parcels until the formal plan to convert Morley Field for commercial redevelopment, and to replace the Morley Field facility with recreation amenities located at the Riverside property are ultimately reviewed and approved by NPS. The execution of this P&S agreement simply establishes a period of exclusivity between the City of Pawtucket and the Riverside Board of Trustees to complete ongoing site evaluation and deliverables required prior to potential transfer of ownership.

Please let me know if you have any additional questions regarding this matter.

Sincerely,



Jay Rosa, Assistant Planning Director

cc. Mayor Donald R. Grebien
Bianca Policastro, Planning Director
Richard Goldstein, City Clerk
Dave Clemente, Director of Public Works
David Harrison, Riverside Board of Trustees
Frank Milos, City Solicitor
James A. Briden, Blais Cunningham & Crow Chester, LLP
Paul Jordan, RI Department of Environmental Management
Gary Jablonski, RI Department of Environmental Management

