



FORECLOSURE SALE

Barbara Jordan II

Please see Property at a Glance for addresses
Providence, Rhode Island

A 74 Unit Multifamily Community (Scattered Sites)

Is offered for sale at foreclosure:

- ❖ This is an "all-cash", "as-is" sale
- ❖ HUD is not offering financing with this sale.



Oral bids will be accepted on:
June 22, 2018
at: 10:00 am(local time)

Sale Location:
Federal Building & Courthouse
(Front Door)
One Exchange Terrace
Providence, RI 02903



U. S. Department of Housing and Urban Development
Multifamily Property Disposition
801 Cherry Street, Unit #45, Ste. 2500
Fort Worth, TX 76102

DUE DILIGENCE SHOULD BE PERFORMED IN ADVANCE OF SUBMITTING A BID. WHILE CARE HAS BEEN EXERCISED TO ENSURE ACCURACY, ALL INFORMATION PROVIDED IS SOLELY FOR THE PURPOSE OF PERMITTING PARTIES TO DETERMINE WHETHER OR NOT THE PROPERTY IS OF SUCH TYPE AND GENERAL CHARACTER AS TO INTEREST THEM IN ITS PURCHASE. HUD MAKES NO WARRANTY AS TO THE ACCURACY OF SUCH INFORMATION

INVITATION TO BID

Consistent with and subject to the terms and conditions of this Invitation to Bid, there is an opportunity to make an offer to purchase the Project more particularly described below. This document, titled Invitation to Bid, sometimes referred to herein as the "Invitation," and commonly known as a "Bid Kit," sets forth the terms and conditions for the submission of a bid to acquire the Project at the foreclosure sale of the Project. This Invitation also includes information concerning Previous Participation Certification (Form HUD-2530) requirements and a list of the forms necessary to submit a complete, responsive bid.

INVITATION DEFINITIONS

The following definitions apply to capitalized terms in this Invitation.

1. **APPS:** The Active Partners Performance System (APPS) allows HUD's business partners to manage their company and individual participation information and submit their APPS Previous Participation Certification (APPC) requests directly to HUD for processing via the Internet.
2. **Acknowledgment:** The document executed at the Foreclosure Sale by the High Bidder, obligating the High Bidder to the terms and requirements of the Foreclosure Sale, the form of which is attached to this Invitation as Attachment B.
3. **Act:** Multifamily Mortgage Foreclosure Act, 12 U.S.C. § 3701-15.
4. **Affiliate:** Persons are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other or a third person controls or has the power to control both. The ways we use to determine control include, but are not limited to (a) Interlocking management or ownership; (b) Identity of interests among family members; (c) Shared facilities and equipment; (d) Common use of employees; or (e) A business entity which has been organized following the exclusion of a person which has the same or similar management, ownership, or principal employees as the excluded person. ([24 C.F.R. § 200.215](#) - Affiliate.)
5. **Cash Due at Closing:** The bid price less the Earnest Money Deposit received, plus any prorations. Cash due at Closing includes all initial deposits to escrow and/or reserve accounts as may be required by HUD. Funds shall be paid in the form of a money order, certified funds or a cashier's check made payable to: The U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
6. **Certification of Substantial Compliance:** A certification by High Bidder that its other properties in the jurisdiction of the Project are in substantial compliance with state and local laws. Attachment G of this Invitation.
7. **Closing:** When title to the Project is transferred to the bidder that HUD deems qualified to purchase the Project.
8. **Days:** Federal government business days, unless otherwise stated as calendar days.
9. **Deed:** see Foreclosure Deed.
10. **Earnest Money Deposit:** The amount of the deposit identified in the Property at a Glance. Must be submitted at the Foreclosure Sale.
11. **Evidence of APPS registration:** After the foreclosure sale, this is certification that must be submitted to the Realty Specialist identified in the Property at a Glance and can be in the form of a copy of the Participant Successfully Registered page from the APPS system **and** a copy of the Multifamily Coordinator and User Registration page from Secure Systems **or** a copy of the Participant Detail page. (See APPS User Guide-Industry for printing instructions).
12. **Extension Fees:** The fee that must be paid to HUD when requesting an extension of the time, or deadline, for the Closing. If an extension of the deadline for the Closing to occur is authorized, the Purchaser must pay a fee for each thirty (30) calendar day extension period, the amount of which will be determined by HUD consistent with current policies and procedures.
13. **Extension Period:** Extensions of time for Closing are granted for a thirty (30) calendar day period.
14. **Foreclosure Commissioner:** An attorney or law firm designated by HUD to conduct the Foreclosure Sale of the Project, pursuant to 12 U.S.C. §3704.
15. **Foreclosure Deed:** The deed that will transfer title to the Purchaser. It will not contain any warranties of title.
16. **Foreclosure Sale:** Sale of the Project resulting from a mortgage foreclosure by HUD.
17. **Form HUD-9552:** Post-Closing Repair Requirements and Exhibits, Attachment E of this Invitation ("Repairs").
18. **High Bidder:** Highest, responsive bidder at Foreclosure Sale.
19. **LOC:** Letter of Credit: An assurance of the completion of HUD required Repairs. An unconditional, irrevocable and nondocumentary Letter of Credit, issued from a recognized FDIC-insured lending institution. The amount is identified in the Property at a Glance.
20. **Payment and Performance Bonds:** An assurance of completion of HUD required Repairs. Form HUD-92452A should be used for payment bonds and form for the performance bond that is acceptable to HUD, each equaling 100% of HUD's estimate of the required Repairs.

21. PCS: Physical Condition Standards; The Department's minimum physical condition standards. ([24 C.F.R. § 5.703](#)). These are the decent, safe and sanitary conditions, and in good repair, standards which must be met within a specified number of calendar days after Closing.
22. Post-Bid Document Submittals: All documents, statement, and forms listed in the Invitation that must be submitted by High Bidder in order to be considered for HUD approval to purchase the Project.
23. Post-Closing Repairs: All repair/rehabilitation work must be performed in a manner compliant with the essential and material requirements of the state and local codes and laws, ordinances, regulations, HUD's Physical Condition Standards, and a list of HUD required "Repairs" to be performed by Purchaser post-Closing. The cost of the repairs has been estimated by HUD; see Attachment E to this Invitation.
24. Previous Participation: It is HUD's policy that participants in its housing programs be responsible individuals and organizations that will honor their legal, financial, fair housing and contractual obligations. ("Responsibility" is a term used by HUD to mean business integrity, honesty and capacity to perform). Accordingly, uniform standards are established in HUD regulations for approval, disapproval or withholding of action on principals for projects in which they apply to participate.
25. Previous Participation Certification: Form HUD-2530. The information within this form, in combination with other factors and submitted documentation, will be used to determine whether HUD will approve a bidder to purchase, operate, and/or manage the Project.
26. Principal: Principal means (a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or (b) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who (1) Is in a position to handle Federal funds; (2) Is in a position to influence or control the use of those funds; or, (3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (c) A person who has a critical influence on, or substantive control over, a covered transaction, whether or not employed by the participant. (For complete definition see [24 C.F.R. § 200.215](#) – Principal.)
27. Project: The multifamily apartment project and all real and personal property appurtenant thereto, as presented on the cover of this Invitation.
28. Property at a Glance: Contains information about the Project and contact information for the Realty Specialist – see Attachment A to Invitation.
29. Purchaser: Person or entity receiving HUD approval to purchase the Project.
30. Realty Specialist: HUD staff member to be contacted for additional information concerning the Project or the Foreclosure Sale. Identified on the Property at a Glance.
31. Repairs: see Post-Closing Repairs.
32. Second High Bidder: Second highest, responsive bidder at Foreclosure Sale.
33. Section 8: Section 8 of the United States Housing Act of 1937 and applicable regulations within Title 24 of the Code of Federal Regulations.
34. Statement of Experience: The written statement to be submitted by High Bidder, as part of the qualification process in order to be considered by HUD for approval to purchase the Project.
35. Use Agreement: The Foreclosure Sale Use Agreement in the form attached as Attachment C to this Invitation, which will be executed by Purchaser of the Project at Closing and run with the land to bind the Purchaser and any permitted successors and assigns.

SECTION 1 - INTRODUCTION AND GENERAL INFORMATION

1. **BID RESPONSIVENESS:** A bid must be responsive to the terms of the Foreclosure Sale. To be considered for award, a bid must comply in all material respects with this Invitation. Each bid on its face shall be firm, unconditional, responsive, fixed in one amount certain, and not in the alternative. Special conditions, alterations, or deletions will render a bid non-responsive. The terms of the Foreclosure Sale are those set out in this Invitation and Attachments. Lack of an Earnest Money Deposit, as required by this Invitation, will be cause for bid rejection.
2. **SALE TO HIGHEST QUALIFIED BIDDER:** Sale of this Project will be awarded to the highest bidder determined to be qualified to purchase the Project. The defaulting owner of the Project, or any affiliate thereof, will not be permitted to bid.
3. **NO REDEMPTION PERIOD:** This Foreclosure Sale is not subject to redemption by the defaulting owner of the Project.
4. **BID ACCEPTANCE OR REJECTION:** At any time prior to Closing, HUD reserves the right to reject any and all bids, to waive any informality in any bid received, and to reject the bid of any bidder HUD determines lacks the experience, ability, or financial responsibility necessary to own and provide management acceptable to HUD.
5. **CANCELLATION OF SALE:** HUD reserves the unconditional right to cancel this Invitation and reject any and all bids at any time prior to the Closing of the Foreclosure Sale.
6. **BIDDER'S DUE DILIGENCE:** Bidders, their agents and advisors should review carefully the information in this Invitation and Attachments, and any additional information made available by HUD, and should undertake their own investigation of the Project to evaluate the risks associated with purchasing the Project.
7. **POST-CLOSING REQUIRED REPAIRS:** Any Repairs that must be completed by Purchaser after Closing, if applicable to this Foreclosure Sale, are included in Rider 2 of the Use Agreement and Attachment E to this Invitation. The required Repairs listed in Attachment E survive the Foreclosure Sale and will be recorded with the Deed. NOTE: The Form HUD-9552 and Exhibits (Attachment E) are cost estimates of the required Repairs. Actual costs ultimately incurred by the Purchaser may be more or less than the estimates.
8. **While care has been exercised to assure accuracy, all information provided is solely for the purpose of permitting parties to determine whether or not the Project is of such type and general character they are interested in purchasing. HUD makes no warranty as to the accuracy of the information. The failure of any bidder to inspect or be fully informed as to the condition of all or any portion of the Project, or any conditions of Foreclosure Sale, will not constitute grounds for any claim, demand, adjustment, or withdrawal of a bid.**
9. **OUTSTANDING ENCUMBRANCES THAT SURVIVE FORECLOSURE:** By entering its bid, the High Bidder agrees to assume all responsibility for paying all outstanding encumbrances and expenses, including, but not limited to, taxes, assessments, utility bills and any liens not extinguished by the foreclosure. Bidders are advised to determine outstanding expenses, taxes, utilities, assessments, and liens as part of the due diligence process and take them into consideration when bidding.
10. **RECORDATION OF CERTAIN DOCUMENTS:** The Use Agreement, with any riders thereto (if provided herein) and Attachment E (if provided herein) will be recorded with the Deed.
11. **ADDITIONAL INFORMATION:** For further information, please contact the Realty Specialist.

SECTION 2 –PREVIOUS PARTICIPATION CERTIFICATION FOR PARTICIPANTS IN HUD MULTIFAMILY PROGRAMS

1. **GENERAL:** All bidders, management agents and other participants as required by HUD must file a Previous Participation Certification (Form HUD-2530) in either electronic or paper format. Bidders must comply with all HUD Previous Participation Certification (Form HUD-2530) requirements as outlined in the Acknowledgment (Attachment B.)
2. **ELECTRONIC FILING:** If filing electronically, use [APPS](#) to submit Previous Participation Certification (Form HUD-2530) on HUD's Secure Systems Internet Site. Prior registration is not mandatory in order to bid at the Foreclosure Sale. However, all potential bidders registering for the first time in Secure Systems and/or APPS should do so at least two (2) weeks prior to the Foreclosure Sale because it takes approximately two (2) weeks after registration to receive the User/Coordinator ID. Instructions for registering for both Secure Systems and APPS are located on the [Active Partners Performance System \(APPS\) web site](#).
3. **PAPER FILING:** If filing in paper format, submit the Form HUD-2530, and an Organizational Chart of the proposed ownership entity to the Realty Specialist.
4. **UPDATES:** If a management agent will be participating in the management of the Project, or if bidder is changing principals, adding principals, changing the name of the purchasing entity, or changing tax identification from information already recorded in APPS or on a paper 2530, **it is the High Bidder's responsibility to ensure that all required participants register and complete the 2530 process within the prescribed time frames.**

- **Failure of any participant to submit a Previous Participation Certification (Form HUD-2530) or other required document(s) within the indicated time frame specified in Section 4 below, may be grounds for rejection of the bid.**
- **The High Bidder's experience, qualifications and capacity to purchase the Project must be approved by HUD in order to purchase the Project. This includes, but is not limited to, 2530 approval.**

SECTION 3 - FORECLOSURE SALE PROCEDURES AND SUBMISSION OF BIDS

1. **GENERAL:** In order to submit a complete, responsive bid to this Invitation, a bidder must submit the items listed in this Section, and the additional items as indicated in Section 4, below.
2. **BIDDING AT THE FORECLOSURE SALE:**
 - a. The Foreclosure Sale is an oral, open bid sale that takes place at the date, time and place indicated on the cover of this Invitation. HUD has designated a Foreclosure Commissioner to conduct the sale of this Project.
 - b. The bidder must either:
 - i. State a bid price orally at the sale, or
 - ii. Submit a written bid to the Foreclosure Commissioner two (2) days before the date of the Foreclosure Sale. Written bids, if received, will be read aloud at the Foreclosure Sale before oral bids are accepted. Only the bidder that submitted the written bid, or an agent thereof, may raise a written bid price. Please contact the Realty Specialist identified in the Property at a Glance for details regarding submitting a written bid.
3. **CORRECTIONS:** Any changes or erasures made to information submitted by a bidder in connection with a written bid may be made by the bidder or their agent only and must be initialed by the bidder or agent.
4. **TELEGRAPHIC OR FACSIMILE BIDS:** Emailed, telegraphic or facsimile bids and/or bid modifications will not be considered.
5. **ITEMS THAT MUST BE SUBMITTED AT THE FORECLOSURE SALE:**

Earnest Money Deposit:

 - a. The Earnest Money Deposit, for the amount specified in the Property at a Glance (Attachment A), must be submitted to the Foreclosure Commissioner prior to presenting an oral or written bid, at the start of the Foreclosure Sale.
 - b. The Earnest Money Deposit must be in the form of a money order, certified funds, or cashier's check payable to: **THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.** No other method of payment is acceptable.
 - c. A financial organization submitting a bid on its own behalf must have the Earnest Money Deposit drawn on another financial organization
 - d. Lack of proper deposit will be cause for rejection of the bid by HUD.
 - e. Immediately following the Foreclosure Sale, the Earnest Money Deposit will be returned to all but the High Bidder.
6. **NOTIFICATION TO THE HIGH AND SECOND HIGH BIDDER:** The High Bidder and Second High Bidder will be notified orally of their bidding positions by the Foreclosure Commissioner immediately after the Foreclosure Sale.
7. **ACKNOWLEDGMENT BY BIDDER:** Immediately after the Foreclosure Sale, the High Bidder must submit **ONE** (1) signed copy of the Acknowledgment to the Foreclosure Commissioner.

SECTION 4 - POST FORECLOSURE SALE PROCEDURES

1. **CONTINUANCE OF OFFERS:** All bids shall be deemed to be continuing offers from the time of the Foreclosure Sale until bid-rejection by HUD or until Closing.
2. **POST-BID DOCUMENTS SUBMITTALS:** The High Bidder must submit the following items within the timeframes shown below:
 - a. Five (5) Days After Foreclosure Sale:
 - i. Previous Participation Certification:
 - (a) Paper filing:
 - (i) **Form HUD-2530:** A completed paper Form HUD-2530(s), with original signatures, for the purchasing entity and all principals. Proposed ownership must have established tax identification or social security number; **and**
 - (ii) **Organization Chart:** An organization chart, reflecting all principals of the purchasing entity and each principal's percentage of ownership must accompany the completed paper Form HUD-2530.
 - (b) Electronic filing:
 - (i) **Bidders not registered in APPS and Secure Systems:** Submit certification of registration in Secure Systems and APPS.
 - (ii) **Electronic Filers registered in APPS and Secure Systems:** Submit evidence of filing in accordance with Section 2 herein.

- ii. Certification of Substantial Compliance: A completed and original, Attachment G to this Invitation. If HUD determines that such projects of the High Bidder, are not in substantial compliance with state and local codes, HUD may determine that the High Bidder is not qualified to purchase the Project. The Earnest Money Deposit may be forfeited
 - iii. Written Statement of Experience: The High Bidder must submit a written Statement of Experience. Instructions for preparing the written Statement of Experience are provided in the Acknowledgment.
- b. Ten (10) days After Foreclosure Sale: The High Bidder must submit the documents checked below:
- Affirmative Fair Housing Marketing Plan (Form HUD-935.2A)
 - Form HUD-2530 for Purchaser, if different from High Bidder
 - Form HUD-2530 for the Management Agent, if applicable
 - Personal Financial and Credit Statement (Form HUD 92417), for each proposed
 - Management Entity Profile (Form HUD-9832)
 - Project Owner's Certification for Owner-Managed Multifamily Housing Projects (Form HUD-9839A),
- OR**
- Project Owner's/Management Agent's Certification for Multifamily Housing Projects for Identity-of-Interest or Independent Management Agents (Form HUD-9839B)
- (Only one of these forms A or B will be required for management certification.)**
- c. Fifteen (15) days After Foreclosure Sale: Electronic filing of the Form HUD-2530 for the management agent or the High Bidder's ownership entity must be completed and a signed copy provided to the Realty Specialist.

FAILURE TO SUBMIT THE REQUIRED DOCUMENTS WITHIN THE INDICATED TIME FRAME MAY BE GROUNDS FOR REJECTION OF THE BID. HUD RESERVES THE RIGHT TO REJECT THE BID AND RETAIN THE BIDDER'S EARNEST MONEY DEPOSIT.

3. **QUALIFICATION, ACCEPTANCE, REJECTION OF BID:**

a. **Required Bidder Qualifications to Purchase Project:**

- i. It is the objective of the Department's multifamily foreclosure process to transform troubled and distressed multifamily properties into viable, long-term affordable rental housing resources. To accomplish this objective, the Department will only award a HUD-foreclosed property to a High Bidder that has the financial capacity and demonstrated experience (approximately five (5) years) of successfully owning, managing and transforming distressed and troubled multifamily properties as viable, low-income housing resources.
- ii. The Department has the discretion to evaluate, starting with the High Bidder and proceeding in descending order, if necessary, the bidder's experience, qualifications and capacity to purchase the Project based on a review of the documentation described below, information independently obtained and verified by HUD, and the Post-Bid Document Submittals required herein. The documentation must demonstrate that the bidder owns (or has owned) and is successfully managing and operating (or has successfully managed and operated) properties of similar size and characteristics (including problematic complexities) as the Project being sold. The documentation will be used by HUD to determine whether the bidder has the financial capacity and demonstrated experience to acquire and successfully transform the Project into a long-term, viable rental housing resource.
- iii. HUD may, in its sole discretion, accept or reject any bid submitted for the purchase of the Project. The review and approval of the Previous Participation Certification (Form HUD-2530) is a requirement for the purchase of the Project. However, Previous Participation Certification approval is only one aspect of HUD approval of the bidder's qualifications.
- iv. Based on HUD's review of the documentation submitted, as well as any additional information independently obtained and verified by the Department, HUD will determine whether the bidder has the requisite experience, qualifications and financial capacity to purchase the Project. This determination is within HUD's sole and absolute discretion. If HUD determines that the bidder does not have the experience, qualifications and/or financial capacity to purchase the Project, HUD will reject the bid and proceed to the next highest bidder pursuant to the terms of the Invitation.
- v. In the event that HUD rejects a bid, HUD will return the bidder's earnest money deposit, provided the bidder has not failed to meet time limits required to submit documentation, or made any misrepresentation or material omission(s) in the bidder's submission of documentation. If the bidder fails to properly submit all required documentation within the required time limit or HUD determines that the bidder misrepresented his or her experience, qualifications, or financial capacity, the Earnest Money Deposit will be forfeited and retained as liquidated damages. HUD may seek any and all additional remedies.
- vi. HUD may require the High Bidder to obtain the services of a qualified multifamily project management firm. Management acceptable to HUD (see paragraph 5 below) must be approved prior to Closing.

b. **Bidder Approval:**

- i. If HUD determines that the High Bidder is qualified, the High Bidder will be confirmed as and identified as the Purchaser;
- ii. If the high bid is rejected due to HUD's determination that the High Bidder is not qualified to purchase the Project, HUD will notify the High Bidder in writing;

- iii. If HUD rejects the High Bidder, HUD may in its sole discretion elect to contact the Second High Bidder, and/or succeeding bidders as bidders withdraw or do not qualify, to purchase the Project. If contacted by HUD, the Second High bidder or succeeding bidder will be offered the opportunity to purchase the Project and will be given twenty-four (24) hours to submit the earnest money deposit and execute the Acknowledgment, and thereby will be deemed as the High Bidder. HUD will review the bidder's Post-Bid Document Submittals, which must be submitted within the same timeframes detailed in Section 4 of this Invitation beginning from the date the Acknowledgment is executed, in order to determine if the bidder is qualified to purchase the Project;
 - iv. HUD's notification of rejection due to lack of qualifications, if applicable, shall be deemed to be given when mailed to the individual that executed the Acknowledgment; and
 - v. The written rejection of the bid will be made as promptly as possible and generally within thirty (30) days after the date of the Foreclosure Sale.
4. **EARNEST MONEY DEPOSIT:** All bidders must submit the Earnest Money Deposit to the Foreclosure Commissioner at the start of the Foreclosure Sale. Immediately following the Foreclosure Sale the Earnest Money Deposit will be returned to all but the High Bidder. Interest will not be paid on Earnest Money Deposits.
- a. If HUD determines that the High Bidder is qualified to own and manage the Project, its bid is acceptable and the High Bidder complies with the requirements of this Invitation, the Earnest Money Deposit will be credited against the bid price at Closing.
 - b. If the bid amount is unacceptable, the bidder's Earnest Money Deposit will be refunded.
 - c. If, during the review of the High Bidder, it is found that the High Bidder has made any misrepresentation or material omission(s) in the bidder's submission of documentation, the Earnest Money Deposit will be forfeited.
 - d. If the High Bidder is determined not to be qualified to purchase the Project **and** the High Bidder has complied with the requirements of this Invitation the Earnest Money Deposit will be refunded.
 - e. If the High Bidder has failed to comply with the provisions outlined in this Invitation, the Earnest Money Deposit will be forfeited.
5. **REVIEW OF PROJECT MANAGEMENT:** HUD will review the statements and Post-Bid Document Submittals to determine, in its sole discretion, if the proposed management entity has the necessary qualifications to operate, manage, and/or administer the type and nature of the project being offered for sale. HUD may elect to discuss Project management plans after submission of the Post-Bid Document Submittals by the High Bidder. HUD reserves the right to reject the bid of any bidder and retain the Earnest Money Deposit, if the High Bidder does not provide management acceptable to HUD.
6. **CLOSING DATE REQUIREMENT:** The date and place for Closing will be determined by HUD and the Foreclosure Commissioner and occur within the time period specified in the Acknowledgment, (Attachment B).
7. **EXTENSION OF CLOSING:** The right to extend the Closing is expressly reserved by HUD as set forth in the Acknowledgment (Attachment B).

SECTION 5 – CLOSING

1. **EXECUTION OF USE AGREEMENT:** The Purchaser and HUD will execute the Use Agreement at Closing. HUD will have the Deed, Use Agreement and all attachments recorded.
2. **CASH DUE AT CLOSING:** Cash due at Closing is the bid price less the Earnest Money Deposit received, plus any outstanding encumbrance amount that survived foreclosure and/or any pro-rations (see Paragraph 3 below.) All initial deposits to escrows and/or reserve accounts, if applicable, must be made at Closing.
3. **PRORATIONS:**
- a. Purchaser is responsible for paying all taxes, assessments, liens, and utility bills including but not limited to, water, sewer, gas and electric, and any other encumbrances not extinguished by the foreclosure. These amounts will not be prorated.
 - b. If Extension Fees were paid, and the Closing occurs prior to the expiration of an Extension Period, the prorated amount of the Extension Fees for the unused portion of the Extension Period will be credited toward the amount due from Purchaser at Closing.
4. **CLOSING EXPENSES:** Irrespective of local custom, the Purchaser shall pay all Closing expenses, including, but not limited to, all documentary stamp taxes, and any costs in connection with a review of title or title insurance. The fees for the recordation of the HUD Deed and Use Agreement will be paid by HUD.
5. **METHOD OF PAYMENT:** Cash Due at Closing shall be paid in the form of a money order, certified funds, or cashier's check made payable to:

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

6. **REPAIR ESCROW:** If Repairs are required as a condition of Closing Purchaser shall provide a Letter of Credit as assurance that the Repairs will be completed.

7. **CONVEYANCE:** Conveyance of the Project shall be by Foreclosure Commissioners Deed ("Deed"). The Deed will not contain any warranties of title.
8. **RECORDATION OF DEED:** HUD shall record the Deed and the Use Agreement.
9. **DOCUMENTS TO BE FURNISHED OR EXECUTED AT CLOSING:**
 Foreclosure Sale Use Agreement **Letters of Credit** **Closing Statement**

SECTION 6 DISCLAIMERS

1. **DISCLAIMER:**
 - a. This is an "all-cash", "as-is" sale. As stated in paragraph 6 of Section 1 bidders interested in purchasing this Project are expected to perform due diligence to arrive at conclusions as to physical condition, number and occupancy of revenue producing units, estimates of operating costs, repair costs (where applicable), and any other factors bearing upon valuation of the Project. **Any bid submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements contained in this Invitation and in any Addendum hereof.**
 - b. While care has been exercised to assure accuracy, all information provided is solely for potential purchasers to determine whether or not the Project is of such type and general character as might interest them in its purchase. **HUD makes no warranty as to the accuracy of such information.** The failure of any bidder to inspect, or be fully informed as to the condition or value of the Project, or conditions of sale, will not constitute ground for any claim, demand, adjustment or withdrawal of a bid.
2. **UNAUTHORIZED ORAL STATEMENT OR MODIFICATIONS:** Any oral statement or representation by any representative of HUD changing or supplementing this Invitation, or any condition hereof, is unauthorized and shall confer no right upon the bidder (Purchaser).
3. **HUD LIABILITY:** HUD's liability shall not exceed the amount of such portion of the bid price that has been paid to HUD.

ATTACHMENTS

- ATTACHMENT A:** Property at a Glance
- ATTACHMENT B:** Terms and Requirements of Foreclosure Sale – Acknowledgment by Bidder
- ATTACHMENT C:** Foreclosure Sale Use Agreement
- ATTACHMENT D:** Letter of Credit (LOC) Sample
- ATTACHMENT G:** Certification of Substantial Compliance
- ATTACHMENT E:** Post Closing Repairs
- ATTACHMENT F:** Reserved
- ATTACHMENT J:** Reserved
- ATTACHMENT K:** 24 CFR PART 5, Physical Conditions Standards
- ATTACHMENT L:** Post-Closing Repair Report
- ATTACHMENT M:** Legal Descriptions

THESE FORMS ARE AVAILABLE AT

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms

OR USE THE URL PROVIDED BELOW TO OBTAIN THE FORM

<input checked="" type="checkbox"/>	Previous Participation Certification (Form HUD-2530) http://portal.hud.gov/hudportal/documents/huddoc?id=2530.pdf
<input checked="" type="checkbox"/>	Personal Financial and Credit Statement (Form HUD-92417) for each proposed principal and/or partner http://portal.hud.gov/hudportal/documents/huddoc?id=92417.pdf
<input checked="" type="checkbox"/>	Management Entity Profile (Form HUD-9832) http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_35584.pdf
<input checked="" type="checkbox"/> OR <input type="checkbox"/>	Project Owners Certification for Owner-Managed Multifamily Housing Projects (Form HUD-9839 A) http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_35589.pdf Project Owner's/Management Agent's Certification for Multifamily Housing Projects for Identity of Interest or Independents Management Agents (Form HUD-9839 B) http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_9839-b.pdf (Only one of these forms, 9839A or B will be required for management certification.)

FAILURE TO SUBMIT THE REQUIRED DOCUMENTS WITHIN THE INDICATED TIME FRAME SHALL BE GROUNDS FOR REJECTION OF THE BID. HUD RESERVES THE RIGHT TO REJECT THE BID AND RETAIN THE BIDDER'S EARNEST MONEY DEPOSIT.



**Attachment A
PROPERTY AT A GLANCE**



Barbara Jordan II FHA #: 016-35078

ADDRESS: **See Comments Below** EARNEST MONEY: **\$50,000** SALES PRICE: **Unstated Minimum**
 COUNTY: **Providence** LETTER OF CREDIT: **\$500,000** SALE TYPE: **Foreclosure**
 TERMS: **"All Cash- As Is"; 30 calendar days to close**

PROJECT INFORMATION

Total Units	Residential	Commercial	Foundation:	Basement	
74	Revenue 74	0		Roof:	Shingles
	Non-Revenue 0		Exterior:	Wood Frame	
Building/Site Type Scattered Sites/Walk-up			Floors/Finish:	Wood/VCT	
Number of Buildings	Stories	Year Built	Rehab Year	Approximate Site Acreage	Approximate Net Rentable Area
27	2-3	1930s	1989	2.9	84,416

Mechanical Systems

Heating:	Air Conditioning
Fuel Gas	None
System Individual Gas Boilers	Screened Storm
Hot Water:	Windows
Fuel Gas	
System Gas-fired	

Utilities

Public Water	<input checked="" type="checkbox"/>
Gas Main	<input checked="" type="checkbox"/>
Electric	<input checked="" type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>
Storm Sewer	<input type="checkbox"/>
Septic Tank	<input type="checkbox"/>

Parking

Street	Asphalt
Curb	Concrete
Sidewalk	Concrete
Parking Lot	Asphalt
Parking Spaces	74

Apartment Features

<input type="checkbox"/>	Air Conditioning
<input type="checkbox"/>	Dishwasher
<input type="checkbox"/>	Microwave
<input type="checkbox"/>	Garbage Disposal
<input checked="" type="checkbox"/>	Refrigerator
Gas	Range/Oven
<input type="checkbox"/>	Drapes/Blinds

Community Features

<input type="checkbox"/>	Garage
<input type="checkbox"/>	Covered Parking
<input type="checkbox"/>	Laundry Facility
<input checked="" type="checkbox"/>	Cable/Sat Hookup
<input type="checkbox"/>	Playground
<input type="checkbox"/>	Pool
<input type="checkbox"/>	Community Space

Owner Expense

Hot Water
Gas
Heat
Refuse Removal
Sewer System
Parking

Tenant Expense

Electricity
Air Conditioner

OCCUPANCY

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	V	A	C	A	N	T						
2016												

ESTIMATED ANNUAL RENTAL INCOME and EXPENSE:

# of Units	Type (# of Bdrs)	Approx Square Feet	Current Gross Rent	After Sale Rent	Total After Sale Rent
13	2	941	941	922	11,986
32	3	1,180	1,180	1,055	33,760
13	4	1,385	1,350	1,385	18,005
1	5	1,499	2,090	1,499	1,499
15	6	1,674	2,360	1,674	25,110
Estimated/Possible Monthly Total					90,360

Total Estimated/Possible Annual Income	
Rent	1,084,320
Commercial	0
Parking	
TOTAL	1,084,320
Estimated Annual Expenses	
Administrative	200,400
Utilities	141,100
Operating	160,700
Taxes/Insurance	135,200
Reserve/Replace	22,200
Total	659,600

COMMENTS CONCERNING PROJECT INFORMATION:

Project Based Section 8 Assistance is not being offered with this sale.

Property address: 14 Linden Street
 23, 16, 20, 24, 28, 34, 38, Somerset, Providence, Rhode Island 02907
 17, 21, 23, 25, 18, 22, 24, 28, 30 Portland, Providence, Rhode Island 02907
 224 Pearl, Providence, Rhode Island 02907
 6, 14, 18, 22, 23, 34 Taylor, Providence, Rhode Island 02097
 2, Harvard, Providence, Rhode Island 02097
 102 Chester and 1, 8 Vine St, Providence, Rhode Island 02097
 20, 34 Hayward, Providence Rhode Island 02097

Due diligence should be performed in advance of submitting a bid. While care has been exercised to ensure accuracy, all information provided is solely for the purpose of permitting parties to determine whether or not the Project is of such type and general character as to interest them in its purchase. HUD makes no warranty as to the accuracy of such information.

USE RESTRICTIONS

20 Years affordable rental housing.

Two-year rent protection for eligible residents.

TERMS OF SALE

- This is an "All-Cash" – "As-Is" sale. HUD is not providing financing for this sale. Payment of the full bid price must be presented at Closing.
- No consideration will be given to a bid submitted by any party currently suspended or debarred from participating in HUD programs. As provided for in 24 C.F.R. Part 27, the defaulting mortgagor, or any principal, successor, affiliate, or assignee on the mortgage at the time of default shall not be eligible to bid on or otherwise purchase this Project. ("principal" and "affiliate" are defined at [24 C.F.R. § 200.215](#).)
- Bids for this Project will only be considered for acceptance if properly submitted by following the bidding instructions which includes but is not limited to submitting the Earnest Money Deposit, forms and statements as required in the Invitation. High Bidder will be reviewed to determine if qualified to purchase, own and manage the Project
- The High Bidder must certify to HUD that any/all projects that are owned by the bidder or its affiliates and are located in the same jurisdiction (City or Town) where the Project is located are in substantial compliance with applicable state and local housing statutes, regulations, ordinances and codes. See Attachment G, Certification of Substantial Compliance.
- High Bidder has the option to file the required Previous Participation Certification (Form HUD-2530) in electronic or paper format. **For questions concerning APPS contact the Multifamily Housing Systems Help Desk at 1-800-767-7588. For questions concerning Secure Systems contact the REAC Help Desk at 1-888-245-4860.**
- Repairs estimated at \$2,786,979, must be completed to HUD's satisfaction within 24 months of Closing. Refer to the Use Agreement, Rider 2, and Attachment E for more information. HUD is requiring the Property be repaired to meet state and local codes. Refer to the Use Agreement, Rider 2, for more information.
- Closing is to be held thirty (30) calendar days after HUD notifies the High Bidder that they are qualified to purchase the Project being offered.
- If HUD approves an extension of the Closing, the Purchaser must pay a fee which is the greater of 1.5% of the bid price or HUD's holding costs of \$16.24 per unit per calendar day for each thirty (30) calendar day period.
- The Use Agreement will include the following Riders: Enforcement, Required Rehabilitation, Environmental, Affordability, and NonDiscrimination against Section 8 Certificate Holders and Voucher Holders.

PROSPECTIVE BIDDERS SHOULD READ AND THOROUGHLY UNDERSTAND ALL INFORMATION PROVIDED HEREIN AND IN THE BID KIT PRIOR TO SUBMITTING A BID.

INFORMATION AND BID KIT

INFORMATION and BID KIT may be viewed or printed at

http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/pd/mfplist.

You may also sign up for our electronic mailing list at

<http://www.hud.gov/subscribe/signup.cfm?listname=Multifamily%20Property%20Disposition&list=mfpd-l>. If you do not have access to the internet or cannot download a PDF file, you may contact the Realty Specialist identified below to obtain a copy of the bid kit.

Bids for Barbara Jordan II Apartments:

MUST BE PRESENTED ON: June 22, 2018

At: 10:00 am (local time)

Location of Foreclosure Sale:

Federal Building & Courthouse
(Front Door)

One Exchange Terrace
Providence, RI 02903

HUD Office and Contact Information for submission of documents:

Fort Worth HUD Office

Multifamily Property Disposition, 6AHMLAT

801 Cherry Street, Unit #45, Ste. 2500

Fort Worth, TX 76102

Realty Specialist: Holly C. Malloy

Phone: (817) 978-5556

Fax: (817) 978-6018

Email: Holly.C.Malloy@hud.gov

and

Lori L. Gregg

Phone: (817) 978-5801

Fax: (817) 978-6018

Email: Lori.L.Gregg@hud.gov

INSPECTION OF PROJECT

HUD does not own or operate this facility and cannot grant access for viewing. Viewing is at the discretion of the current owner. No Open House has been scheduled for this sale.

ATTACHMENT B

TERMS AND REQUIREMENTS OF FORECLOSURE SALE - ACKNOWLEDGMENT BY BIDDER

PART I

BID PRICE - The Undersigned, _____, (the "High Bidder") submits a bid of _____ dollars (\$) at the Foreclosure Sale of Barbara Jordan II Apartments (the "Project"), the legal description of which is included as Exhibit A, to be paid as follows:

1. EARNEST MONEY: \$ 50,000 in the form of a money order, certified funds, or cashier's check, as the Earnest Money Deposit, which has been submitted at the Foreclosure Sale to the Foreclosure Commissioner, and which shall not earn interest, **and**
2. BALANCE OF THE BID PRICE: \$ _____, to be paid by the High Bidder at Closing, in the form of a money order, certified funds, or cashier's check in accordance with the Acknowledgment. The Closing will be held at a place, date and time established in accordance with Part II, paragraph 4 below.
3. CLOSING COSTS, DEPOSITS, REPAIR ESCROW: In addition to the above, the High Bidder will be required to pay at Closing all Closing costs, regardless of local custom, and, where applicable, deposits to reserve accounts, and/or Letters of Credit as described in Riders incorporated herein, the Invitation, the Use Agreement.
4. PRORATIONS:
 - a. High Bidder is responsible for paying all taxes, assessments, liens, and utility bills including, but not limited to, water/sewer, gas and electric, and any other encumbrances not extinguished by the foreclosure. These amounts will not be prorated.
 - b. If Extension Fees were paid, and the Closing occurs prior to the expiration of the Extension Period, the prorated amount of the Extension Fees for the unused portion of the Extension Period shall be credited against the amount owed by the High Bidder at Closing.

PART II

The High Bidder, by executing this document, acknowledges the following requirements as conditions of purchasing the Project:

1. ACKNOWLEDGMENT OF TERMS: High Bidder affirms to have full knowledge of all the terms, conditions and requirements contained in herein, including the Use Agreement and Invitation, which are incorporated by reference in this Acknowledgment.
2. EXECUTION OF USE AGREEMENT: Without limiting the foregoing, at Closing High Bidder will, in addition to any other related documents, execute the Use Agreement and all of the Exhibits to the Use Agreement as contained in the Invitation. Such documents will control the use of the Project for a specified period, be recorded with the Deed, and run with the land.
3. SUBMISSION OF POST-BID DOCUMENTS BY HIGH BIDDER:
 - a. Five (5) Days After Foreclosure Sale:
 - i. Previous Participation Certification:
 - (a) Paper Filers:
 - (i) Form HUD-2530: The completed paper Form HUD-2530(s), with original signatures, for the purchasing entity and all principals. Proposed ownership must have established tax identification or social security number; an entity "to be formed" will not be accepted, and
 - (ii) Organization Chart: an organization chart, reflecting all principals of the purchasing entity and each principal's percentage or ownership must accompany the completed Form HUD-2530.
 - (b) Electronic Filers:
 - (i) Bidders not registered in APPS and Secure Systems: Submit certification, evidence of registration in APPS and Secure Systems.
 - (ii) Electronic Filers registered in APPS and Secure Systems: Submit evidence of filing.
 - ii. Certification of Substantial Compliance: Complete, original certification (Attachment G). The High Bidder must certify to HUD that any/all projects that are owned by the High Bidder or its affiliates and are located in the same jurisdiction (city or town) where the Project is located are in substantial compliance with applicable state and local housing statutes, regulations, ordinances and codes.

NOTE: If HUD determines that such projects of the High Bidder are not in substantial compliance with state and local codes, HUD may refuse to sell the Project to the High Bidder and retain its Earnest Money Deposit.
 - iii. Written Statement of Experience: The High Bidder must submit a written Statement of Experience demonstrating approximately five (5) years of experience in successfully owning and managing properties similar to the Project. The written Statement of Experience shall provide the following information for all properties similar to the Project being sold, not to exceed three (3) specific examples. The written Statement of Experience should not exceed five (5) pages per property:
 - The location of other owned multifamily properties.
 - The number of units and construction type (garden, walk-up, hi-rise) for each property.
 - Identify type of management.

- Identify properties that have government assistance and type of assistance, i.e., project-based assistance, tenant-based voucher assistance, etc.
- Identify the initial physical needs of each property and how they were addressed.
- Identify the social needs of each property and how they were addressed.
- Identify the economic needs of each property and how they were addressed.

For the Project being sold, describe how you will:

- Satisfy conditions of the sale, i.e., repair program, income and rent limitations, etc.
- Implement a sound financial and physical management program for the Project.
- Respond to the needs of the tenants and work cooperatively with resident organizations.
- Provide adequate organizational staff and financial resources to the Project.
- Provide services, maintenance and utilities to the Project.
- In addition, disclose whether other government assistance will be utilized; HUD is not providing project-based or tenant-based Section 8 rental assistance with this foreclosure sale.

Based on the required documentation set forth above, as well as any additional information independently obtained and verified by the Department, HUD will determine whether the High Bidder has the requisite experience, qualifications and financial capacity to purchase the Project. This determination is a matter within HUD's sole and absolute discretion. If HUD determines that the High Bidder does not have the experience, qualifications and/or financial capacity to purchase the Project, HUD will reject the bid and proceed to the next highest bidder pursuant to the terms of the Invitation to Bid.

- b. Within Ten (10) Days of Foreclosure Sale: The High Bidder must, if checked below, submit the additional post-bid documents:

- Affirmative Fair Housing Marketing Plan (Form HUD-935.2A)
 - Form HUD-2530 for Purchaser, if different from High Bidder (See paragraph 3 above)
 - Form HUD-2530 for the Management Agent, if applicable (See paragraph 3 above)
 - Personal Financial and Credit Statement (Form HUD-92417), for each proposed principal/general partner
 - Management Entity Profile (Form HUD-9832)
 - Project Owner's Certification for Owner-Managed Multifamily Housing Projects (Form HUD-9839A)
- OR**
- Project Owner's/Management Agent's Certification for Multifamily Housing Projects for Identity-of-Interest or Independent Management Agents (Form HUD-9839B)

(Only one of the forms 9839 A or B will be required for management certification)

- c. Within Fifteen (15) Days of Foreclosure Sale: If the management agent or the High Bidder's ownership entity registered Form HUD-2530 electronically (e2530), the High Bidder and/or management agent must subsequently electronically file the e2530 after registration has been completed.

NOTICE: It is the High Bidder's responsibility to ensure compliance with form and document submission as required in this Invitation to Bid and the Acknowledgment by Bidder. Failure to submit or comply with any requirements of the Invitation or Acknowledgment may result in High Bidder being declared ineligible to purchase the Project. In such case the Bidder shall forfeit the Earnest Money Deposit and any Extension Fees paid.

All forms and instruments referred to in this Acknowledgment are standard HUD forms and instruments prepared by HUD, used by HUD in the jurisdiction in which the Project is located and contain any additional covenants and conditions required by the Invitation.

4. ESTABLISHMENT OF CLOSING DATE, TIME AND PLACE:

- a. Time is of the essence.
- b. If HUD approves the High Bidder as being qualified, the High Bidder will be confirmed, identified as the Purchaser and notified in writing of the approval. Approval to purchase is subject to review and approval of bidder's Post Bid Document Submittals as required in Section 4 (Post Foreclosure Sales Procedures) of the Invitation, and in Acknowledgment, specifically Part II, paragraph 3. The Closing **shall be within thirty (30) calendar days of such notification**, unless extended pursuant to paragraph 9 below.
- c. The Closing date and place will be determined by the Foreclosure Commissioner and/or HUD and will take place within the time period specified above in paragraph 4.b. The Purchaser will be notified of said date and place by HUD and the Foreclosure Commissioner.

5. CLOSING, CLOSING EXPENSES AND TRANSFER OF POSSESSION:

- a. The sale shall be effective upon Closing.
- b. Purchaser shall pay all Closing costs and expenses, excluding fees for recording the Deed and Use Agreement, irrespective of local custom. Recording fees for the HUD Deed and Use Agreement shall be paid by HUD.
- c. Transfer of title and possession of the Project shall become effective as of the Closing date.

6. PAYMENT OF BID PRICE AT CLOSING: The Purchaser shall pay the balance of the bid price at Closing and, where applicable, make the deposits to escrows and reserve accounts, in the form of a money order, certified funds or cashier's check made payable to:

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

7. REPAIR ESCROW: At Closing the Purchaser shall submit to HUD four (4) unconditional, irrevocable and non-documentary Letters of Credit (LOCs):
- i. which total \$500,000, and
 - ii. which shall remain in effect and may be drawn on by HUD for at least six (6) months, six (6) months past the deadline for the completion of repairs, **and**
 - iii. LOCs may be returned or amended as the Grantee completes Repairs and HUD has inspected and accepted the Repairs.
- Each LOC must have an expiration date that extends beyond HUD's repair completion date by at least six (6) months. LOCs may be returned as the Grantee completes repairs and HUD has inspected and accepted the repairs, with the exception of the final LOC, which will be held for six (6) months past the deadline for the completion for repairs to ensure the integrity of repairs.
8. LIQUIDATED DAMAGES: Should the High Bidder/Purchaser fail or refuse to perform all obligations hereunder for any reason including, but not limited to, failure to establish the legal entity that is to take title in a timely manner that permits Closing within the deadline set forth in paragraph 4, the Earnest Money Deposit and any Extension Fees, paid under paragraph 9, HUD reserves the right to retain the Earnest Money Deposit.
9. EXTENSION FEES: The granting of extensions of time to close the sale is within the sole and absolute discretion of HUD. Any extension, if granted, will be on the following conditions:
- a. A written request, which clearly states the reason for the Purchaser's inability to close the sale on or before the prescribed Closing date, or any Extension Period, must be received within thirty (30) days prior to the prescribed Closing date, or within any Extension Period. The request **must be accompanied by the payment** of the required Extension Fee and sent to the following address:
 Multifamily Property Disposition
 Attn: Jovanna M. Morales, Director
 801 Cherry Street, Unit #45, Ste. 2500
 Fort Worth, TX 76102
 - b. Extensions shall be for thirty (30) calendar days.
 - c. For each thirty (30) calendar day period requested by Purchaser and approved by HUD, Extension Fees shall be equal to;
 - i. \$ 16.24, per unit, per calendar day, which is \$ 1,201.76 daily, a cost of \$ **36,052.80**, which covers the 30-calendar day period (the holding cost for such period), **or**
 - ii. one and one-half percent (1.5%) of the bid price, whichever is greater.
 - d. The Extension Fees are not credited against the amount due from Purchaser at Closing. However, if the Closing is held prior to the expiration of an Extension Period, the prorated amount of the Extension Fee, for the unused portion of the Extension Period, shall be credited toward the amount due from the Purchaser at Closing.
 - e. The granting of one or more extensions shall not obligate HUD to grant additional extensions.
 - f. If any form or instrument required by HUD is not submitted within sufficient and reasonable time for HUD's review or processing and such delay necessitates an extension of the Closing deadline, an Extension Fee must be paid for this period.
 - g. Extension fees must be submitted by money order, certified funds or cashier's check made payable to:
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
10. BIDDER RESTRICTIONS:
- a. No Member of/or Delegate to Congress, resident commissioner, or local elected official, shall be admitted to any share or part of this Foreclosure Sale ("Sale"), or to any benefit arising from it. However, this provision does not apply to this Sale to the extent that this Sale is made with a corporation for the corporation's general benefit.
 - b. If bidder is, or becomes suspended, debarred, or temporarily denied from participating in HUD programs prior to Closing, this Sale shall be terminated. In addition, if such suspension, debarment or temporary denial of participation occurs either before or after bidder's execution of this Acknowledgment, any Extension Fees paid under paragraph 9 shall be retained by HUD as liquidated damages.
 - c. Pursuant to 24 C.F.R. Part 27.20(f), the defaulting mortgagor, or any principal, successor, affiliate, or assignee thereof, on the multifamily mortgage being foreclosed, shall not be eligible to bid on, or otherwise acquire, the Project being foreclosed by the Department under this subpart or any other provision of law. A "principal" and an "affiliate" are defined as provided at 24 C.F.R. § 200.215.
11. AS-IS SALE; NO REPRESENTATIONS:
- a. Purchaser shall accept the Project "as is." HUD makes no representations or warranties concerning the physical condition of the Project. In addition, HUD does not represent or warrant the number and occupancy of revenue producing units, or any factor bearing upon the value of the Project or otherwise.
 - b. High Bidder acknowledges that the bid price set forth in this Acknowledgment is based on its own evaluation of the Project and not upon any representations by HUD. High Bidder's failure to inspect, or to be fully informed as to any factor bearing upon the valuation of the Project, shall not affect the liabilities, obligations or duties of HUD, nor be a basis for termination of this Foreclosure Sale or for the return of any Earnest Money Deposit or Extension Fees paid to HUD.

12. RISK OF LOSS AND RIGHTS OF RESCISSION: In the event of any substantial damage to the Project prior to Closing by any cause including, but not limited to, fire, flood, earthquake, tornado and significant vandalism other than willful acts or neglect, HUD, in its sole discretion, may negotiate with the High Bidder for a reduction in the bid price corresponding to the estimated amount of damages. *Such amount shall be added to the Repair requirements, Attachment E, included in the Invitation.* If a bid price reduction cannot be negotiated or if the High Bidder and HUD are unable to agree on the amount by which the bid price should be reduced or on the amendment to the Repair requirements, High Bidder may withdraw the bid. In such case, the Earnest Money Deposit and any Extension Fees paid will be returned, *unless* there is cause to retain the Earnest Money Deposit based on breach of the Invitation and/or Acknowledgment.
 13. SECURITY DEPOSITS: Notwithstanding state or local law, the High Bidder will receive only those security deposits which are on hand at the Project and made available to HUD on the date of Closing. The High Bidder will assume all liability under state and local law with respect to security deposits.
 14. LIMITATION OF LIABILITY: In no event shall HUD's liability exceed the portion of the bid price that has been paid to HUD.
 15. ANTI-COLLUSION CERTIFICATION:
 - a. The High Bidder certifies:
 - i. The bid price in this offer was arrived at independently, without (for the purposes of restricting competition) any consultation, communication, or agreement with any other bidder relating to:
 - (a) the bid price;
 - (b) the intention to submit a bid price; or
 - (c) the methods or factors used in calculating the bid price offered.
 - ii. The bid price in this offer has not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before or during the actual time of the bid event, unless otherwise required by law; **and**
 - iii. No attempt has been made or will be made by the bidder to induce any other bidder to submit or not to submit a bid price for the purpose of restricting competition.
 - b. If the bid procedure requires or permits written bids, each signature on the offer is considered to be certification by the signatory that the signatory:
 - i. Is the person in the High Bidder's organization responsible for determining the bid price being offered in this bid and that the signatory has not participated and will not participate in any action contrary to paragraph a. above; **or**
 - ii. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraph a., above;

Name: _____

Title: _____

Organization responsible for determining price _____
 - (a) As an authorized agent, does certify that the principals named in the above have not participated, and will not participate, in any action contrary to paragraph a. above; **and**
 - (b) As agent, has not personally participated, and will not participate, in any action contrary to paragraph a. above.
16. FAILURE TO COMPLY: Upon the failure or refusal of the High Bidder to comply with any of the requirements listed above or elsewhere in this Invitation, HUD may declare the High Bidder ineligible to purchase the Project. In which case the High Bidder shall forfeit the Earnest Money Deposit and any Extension Fees paid.

HUD reserves the right to review, approve or reject the proposed management. If HUD determines that the High Bidder is not qualified to self-manage the Project, HUD, in its sole discretion, may either reject the bid or require the High Bidder to obtain the services of a property management firm satisfactory to HUD. If HUD chooses the latter, the High Bidder must provide HUD with evidence that a qualified property management firm has been retained prior to Closing. HUD must approve form and type of management prior to Closing and throughout the term of the Use Agreement. If the High Bidder does not meet this obligation, HUD reserves the right to reject the bid and retain the High Bidder's Earnest Money Deposit and any Extension Fees paid.
17. SEVERABILITY: If for any reason one or more of the provisions contained in the Invitation, including this Acknowledgment, the Use Agreement, or any other attachments or exhibits thereto, shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) of the Invitation, but the Invitation shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included therein.
18. ASSIGNMENT: The High Bidder may not assign its rights and responsibilities under this Acknowledgment without the prior written approval of HUD.

19. **CONFLICTING TERMS:** In the event that there are terms or conditions herein that conflict with terms or conditions contained in the Invitation incorporated herein by reference, the terms or conditions of this Acknowledgment shall control.
20. **REQUIRED STATEMENTS AND FORMS:** The High Bidder acknowledges the receipt of the Use Agreement applicable to this Project's Foreclosure Sale and the inclusion of the following Riders to that Use Agreement:
- Enforcement
 - Required Rehabilitation
 - Environmental
 - Affordability
 - NonDiscrimination Against Section 8 Certification Holders and Voucher Holders

21. **EXECUTION**

- a. By signature below, High Bidder indicates acknowledgment of and agreement to the terms and requirements of this Foreclosure Sale.
- b. In the case of a bid submitted by an agent or representative of the High Bidder, the signatory attests to be duly authorized to submit the bid on behalf of the High Bidder and to execute this Acknowledgment.

WARNING: It is a crime to knowingly make false statements to the United States in this document or any other document related to this sale. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code, Section 1001 and Section 1010.

Executed by the Bidder on the _____ day of _____, 20____.

Witness: _____

By: _____

Typed Name: _____

Typed Name: _____

Address: _____

City, ST Zip: _____

Phone No. with Area Code:(____)____ - _____

ATTACHMENT C
FORECLOSURE SALE USE AGREEMENT

This Agreement is entered into by Ashton, LLC ("Grantee") and the Secretary of Housing and Urban Development ("Secretary" or "HUD").

WHEREAS, pursuant to the provisions of the Multifamily Mortgage Foreclosure Act, 12 U.S.C. Sections 3701 *et seq.* (the "Act"), and the Department of Housing and Urban Development's regulations thereunder at 24 C.F.R. Part 27, the Secretary has elected to exercise the nonjudicial power of sale provided under the Act, or pursuant to a judicial foreclosure the Secretary has elected to apply Section 367(b) of the Act, with respect to Knight of Columbus Home of South Fulton, HUD Project No.081-EH083, (the "Project") a legal description of which is attached as Exhibit "A"; **and**

WHEREAS, pursuant to the Act and to provisions of 12 U.S.C. Section 1715z-11a, the Secretary has authority to impose certain use restrictions, as set forth in this Agreement, on the Project subject to a mortgage held by the Secretary that is sold at foreclosure to a purchaser other than HUD; **and**

WHEREAS, by Deed executed this ___ day of _____, 20___, by _____, the Project has been conveyed to the Grantee; **and**

NOW THEREFORE, in consideration of the mutual promises set forth herein and in further consideration of the sale of the Project to the Grantee, the parties agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for twenty (20) years from the date of this Agreement (the "Restricted Period".) During the Restricted Period the Project must be maintained as affordable rental housing.
2. **CONVEYANCE:** During the term of this Agreement, any Conveyance of the Project must have the prior written approval of HUD, or such Conveyance will be deemed to be null and void, and a default will exist under this Agreement. Conveyance is defined as any sale, assignment, transfer, creation of a leasehold estate in excess of one (1) year, or any other legal or equitable conveyance or transfer of the Project or an interest therein, or any legal or equitable transfer of an interest in the Grantee or any entities that may comprise the Grantee. Without limiting the foregoing and not intending to be all inclusive, a merger, conversion, share exchange, or exchange of corporate or partnership interests is deemed to be a Conveyance, which requires the prior written approval from HUD.

The preceding provisions shall be applicable and in full force and effect notwithstanding that any applicable statutory law or case decision provides that any such merger or conversion or share (or interest) exchange, or leasehold estate transaction or other type of Conveyance does not constitute or involve the occurrence of a "transfer" or "assignment" of the Project, any of the assets related thereto, or an interest in the Grantee

Any request for HUD's approval of Conveyance must include the entity and all principals obtaining Previous Participation Certification approval (clearance), submission of a signed Certification of Substantial Compliance, and a signed Agreement to Abide by Deed Restrictions. HUD's approval of a Conveyance will be based on information provided in written statements of how the Grantee, or any subsequent Grantee, in consideration of any and all existing use restrictions, will:

- a. Implement and/or continue to comply with all existing use restrictions;
- b. implement sound financial and physical management program;
- c. respond to the needs of the residents and work cooperatively with resident organizations;
- d. provide adequate organizational staff and resources to manage the Project; and
- e. provide evidence of a minimum of five (5) years' substantive experience owning and managing multifamily rental properties of a similar size, type and complexity as the Project.

The approval of a Conveyance is within the sole discretion of HUD.

3. **CONDITION OF UNITS FOR RENTAL HOUSING:** The Grantee shall comply with the Physical Condition Standards and inspection requirements of 24 CFR Part 5, Subpart G, including any changes in the regulation and related Directives. In addition, the Grantee shall comply with HUD's Physical Condition Standards of Multifamily Property of 24 CFR Part 200, Subpart P, including any changes in the regulation and related Directives.
4. **RENTAL RATES:** The rent rates and tenant eligibility will be controlled by the Affordability of Units provision, Rider 4 of 5.
5. **PROJECT MANAGEMENT:** HUD reserves the right to approve management for the Project during the term of this Agreement. Any proposed property manager must demonstrate a minimum of five (5) years substantive experience managing multifamily properties of similar size and complexity. *If the Project has project-based Section 8 assistance, any proposed property manager must demonstrate a minimum of five (5) years' experience managing multifamily properties with project-based Section 8 assistance.*

Any change in management of the Project must have HUD's prior written approval. Any request for HUD's approval of the proposed Grantee's/owner's management of the Project must include the entity and all principals obtaining Previous Participation Certification approval (clearance) and the proposed management agent for the Project must submit for HUD's review and approval the following documents/forms:

- Management Entity Profile (Form HUD-9832),
- Project Owner's Certification for Owner-Managed Multifamily Housing Projects (Form HUD-9839A) **or**
- Project Owner's/Management Agents Certification for Multifamily Housing Projects for Identity-of-Interest (Form HUD-9839B),
(Only one of the forms 9839 A or B will be required for management certification.)
- Project Owner's/Borrower's Certification - for elderly housing project managed by Administrators only (Form HUD-9839C).

6. **SUBJECT TO EXAMINATION:** The Project shall at all times,
- a. Be maintained in decent, safe and sanitary condition and in good repair to the greatest extent possible,
 - b. Maintain full occupancy to the greatest extent possible,
 - c. Be maintained as rental housing for the term of this Agreement,
 - d. Be subjected to periodic HUD inspections or inspections under REAC protocol (24 C.F.R. parts 5 and 200).

The Owner will be obligated to provide audited annual financial statements to HUD (24 C.F.R. parts 5 and 200.)

At the request of the Secretary, Grantee must supply evidence by means of occupancy reports, physical condition reports, reports on operations, or any evidence as requested to ensure that the above requirements are being met.

7. **UNIT NUMBER OR USE CHANGE:** Changes to the use, number, size, or configuration of residential units in the Project; e.g., apartment units, beds in a care facility, from the use as of the date of this Agreement, must receive the written prior approval of HUD.
8. **NON-DISCRIMINATION REQUIREMENTS:** The Grantee will comply with the provisions of all federal, state, or local laws prohibiting discrimination in housing.
9. **HAZARD INSURANCE:** Hazard insurance shall be maintained in an amount to ensure that the Grantee is able to restore the Project so that it meets the rental housing requirements described in this Agreement after restoration.
10. **DESTRUCTION OF PROJECT:** In the event that any, or all, of the Project is destroyed or damaged by fire or other casualty, the money derived from any insurance on the Project shall be applied to rebuild or replace the Project destroyed or damaged, unless the Secretary gives written approval to use insurance proceeds for other purposes.
11. **DEMOLITION OF PROJECT:** The Grantee will not demolish any part of the Project or withdraw any part of the Project from use (except as temporarily necessary for routine repairs), without the prior written approval of HUD.
12. **REMEDIES FOR NONCOMPLIANCE:** Upon any violation of any provision of this Agreement by the Grantee, HUD may give written notice thereof to the Grantee by registered or certified mail, to the address stated in this Agreement, or such other address as subsequently, upon appropriate written notice thereof to the Secretary may be designated by the Grantee as its legal business address. If such violation is not corrected to the satisfaction of the Secretary within thirty (30) calendar days after the date such notice is mailed or within such further time as HUD reasonably determines is necessary to correct the violation, without further notice, HUD may declare a default under this Agreement and may apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, and/or such other relief as may be appropriate, since the injury to the Secretary arising from a default of the terms of the Agreement would be irreparable and the amount of damage would be difficult to ascertain. The availability of any remedy under the Agreement shall not preclude the exercise of any other remedy available under any provision of the law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not be construed as a waiver of the right to exercise that or any other right or remedy at any time.
13. **SUCCESSORS AND ASSIGNS:** This Agreement is binding upon the Grantee's heirs, successors and assigns. If HUD approves a Conveyance during the term of this Agreement, it may be conditioned upon, among other things, the grantee assuming in writing Grantee's obligations under this Agreement.
14. **RESTRICTIONS:** No Member of Congress or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the benefits of the Use Agreement, but this provision shall not be construed to extend to this Agreement if the Agreement is made with a corporation for its general benefit.
15. **CONTRADICTORY AGREEMENTS:** The Grantee certifies that it has not, and agrees that it will not, execute any other Agreement with provisions contradictory of, or in opposition to, the provisions of this agreement, and

that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any other provisions or requirements in conflict with this Agreement.

- 16. **SEPARABILITY:** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof.
- 17. **AMENDMENT:** This Agreement may be amended by the mutual written consent of the parties, except those provisions required by statute.
- 18. **RIDERS TO THE USE AGREEMENT:** The Riders listed below and initialed by the parties are attached to and incorporated into this Use Agreement and will be placed in the Deed to run with the land. Capitalized terms used but not defined in a Rider shall have the meaning ascribed to such term in this Agreement. The use of the term Grantee in a Rider shall be deemed to mean the Purchaser.
 - Enforcement
 - Required Rehabilitation
 - Enviromental
 - Affordability of Units
 - Nondiscrimination Against Section 8 Certification Holders and Voucher Holders
- 19. **PRIORITY:** This Agreement shall be recorded against the Project in a superior position to any post foreclosure liens or mortgage debts.

IN WITNESS WHEREOF:

The Grantee has executed this Use Agreement this _____ day of _____, 20____.

WITNESS:

GRANTEE:

By: Signature

Typed Name of Grantee

Street Address

City, State, Zip Code

The U.S. Department of Housing and Urban Development (HUD) has executed this Use Agreement this _____ day of _____, 20____.

WITNESS:

FOR: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: _____

Official's Typed Name

Title

Exhibit A
Legal Description

Please see Attachment M

LEGAL DESCRIPTIONS ARE PROVIDED AS INFORMATION ONLY. INTERESTED PARTIES MUST ASCERTAIN LEGAL DESCRIPTIONS THROUGH THEIR OWN DUE DILIGENCE.

RIDER 1 OF 5
ENFORCEMENT

The Use Agreement shall contain the following provision:

1. The restrictive covenants set forth in this Agreement shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the HUD and any/all successors in office.
2. Without limiting any other rights and remedies available to HUD, the HUD shall be entitled to:
 - a. institute legal action to enforce performance and observance of these covenants,
 - b. enjoin any acts which violate these covenants,
 - c. exercise any other legal or equitable right or remedy with respect to these covenants.
3. In addition, the restrictive covenants, if any, set forth in this Use Agreement relating to Section 8 assistance shall be enforceable by any tenant or applicant eligible for assistance under the Section 8 program.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is part of the Use Agreement.

Grantee_____

HUD_____

RIDER 2 OF 5
REQUIRED REHABILITATION

The Use Agreement shall contain the following provision:

1. **REPAIRS:** All property and property improvements must meet or surpass, at a minimum:
 - All state and local codes and ordinances,
 - Physical Condition Standards (pursuant to 24CFR Part 5),
 - General Repair and Property Standards (listed below),
 - Post-Closing Repair Requirements (Attachment E)
 - Environmental Hazards Rider and
 - Project Based Section 8 Assistance provision (collectively the "Repairs").
 - a. General Repair and Property Standards
 - i. Exterior:
 - (a) Any trip hazards (deviations of ½ in or greater) on all surfaces of the property must be mitigated.
 - (b) Repair and/or replace any loose, damaged or deteriorated facade, trim, posts, and cornice.
 - (c) All exterior paint must be fully intact, mold and rust free.
 - (d) All drainage, water diversion, roofing, and water proofing systems must be performing as originally intended to ensure positive drainage and minimize pooling.
 - (e) All windows and exterior doors must be operable, lockable, draft free and water tight.
 - ii. Interior/MEPs:
 - (a) All mechanical, plumbing, plumbing fixtures, electrical fixtures, electrical devices, appliances and HVAC must be in "Good" operating condition and hazard free.
 - (b) All fire protection devices and systems must be working as originally intended.
 - (c) All ventilation systems must be working as originally intended.
 - (d) All interior painted surfaces and millwork must be fully intact, free of excessive grease and dirt.
 - (e) All floor coverings must be fully attached, free of holes, chips, frays and excessive dirt.
 - (f) All interior doors, locks, closures and stops must be operating as originally intended.
 - iii. Workmanship and Materials:
 - (a) All work shall be performed in a workmanlike manner and in accordance with generally accepted practices and procedures.
 - (b) Materials installed shall be of such kind and quality to ensure that the dwelling will provide acceptable durability for the duration of the Restricted Period.
 - (c) All repair/rehabilitation work must be performed in a manner compliant with the essential and material requirements of all state codes, local codes, laws, ordinances, regulations, Physical Conditions Standards pursuant to 24 CFR Part 5.
 - (d) All long and short lived building components must be performing as originally designed or intended.
 - b. Post-Closing Repair Requirements (Attachment E) (if attached) describes additional, specific required Repairs. It is probable that not all units were surveyed. However, units not surveyed must also be rehabilitated to the same level as those units that were surveyed.
 - c. All Repairs, required by this provision, will not be considered complete until such time as HUD or its designee has inspected the Repairs and HUD has accepted the Repairs.
2. **REPAIR PERIOD:** The Repair Period begins at closing and expires **24 (twenty four) months** from the date of the Use Agreement. The Grantee covenants that the Repairs will be completed within the Repair Period.
3. **EXTENSION OF THE REPAIR PERIOD:** If the Grantee cannot complete the Repairs within the Repair Period, Grantee shall submit a written request for an extension to HUD stating the reason(s) for Grantee's inability to complete the Repairs. Grantee's request must be received not less than thirty (30) calendar days prior to the expiration of the Repair Period.
 - a. In the event an extension for completion of Repairs is granted, the Grantee shall extend the expiration of the LOCs, or Payment and Performance Bond(s) accordingly;
 - b. Extensions of time to complete Repairs are within HUD's sole and absolute discretion; and
 - c. The granting of one or more extensions shall not obligate HUD to grant additional extensions.
4. **REPAIR ESCROW:** To ensure completion of the Repairs by the Grantee, at Closing the Grantee shall deliver to HUD a repair escrow **in the amount of \$500,000** in one of the following forms:
 - a. Letter of Credit (LOC): An unconditional, irrevocable and non-documentary Letter of Credit (LOC) which shall remain in effect and may be drawn by HUD for at least six (6) months beyond the repair period as stated above (sample acceptable LOC is included in bid kit),
 - b. Certificate of Deposit (CD): Assigned to HUD (sample acceptable Assignment is included in bid kit), or
 - c. Cashier's Check: A non-expiring cashier's check made out to HUD.The Repair Escrow will be returned when the Grantee completes the Repairs and HUD has inspected and accepted the Repairs.
 - a. Letters of Credit (LOC): Four (4) unconditional, irrevocable and non-documentary Letters of Credit (LOC) that total the required repair escrow (\$125,000 each) and which shall remain in effect and may be drawn by HUD

for at least six (6) months beyond the repair period as stated above (sample acceptable LOC is included in bid kit),

- b. Certificates of Deposit (CD): Four (4) that total the required repair escrow (\$125,000 each) and are Assigned to HUD (sample acceptable Assignment is included in bid kit), or
- c. Cashier's Checks: Four (4) non-expiring cashier's checks which total the required repair escrow (\$125,000 each) and made out to HUD.

If more than one LOC, CD, or check is provided, they may be returned proportionately as the Grantee completes the Repairs and HUD has inspected and accepted the Repairs.

5. **REPORTING:** HUD will monitor the progress of the Repairs using reports from the Grantee and inspections performed by HUD or a designee.
- a. Quarterly Reports: Grantee must submit quarterly reports (Post-Closing Repair Report, Attachment L) to HUD on the status of Repairs. The first report is due 90 days after closing and must include:
 - i. the number and type of units completed,
 - ii. a list of major Repairs and percentage completed,
 - iii. a narrative describing:
 - (a) the status of the planned rehabilitation, i.e. are Repairs ahead of, on schedule, or behind on the original rehabilitation schedule.
 - (b) any special circumstances which may or have delayed the Repairs.

- b. Additional Reports: Upon request, Grantee must submit reports, in addition to the Quarterly Reports, to HUD. The frequency and content of these reports will be provided to the Grantee by HUD.

HUD may perform periodic inspections to ascertain the status of the Repairs. If, at any time, HUD determines the Grantee is failing to make adequate progress toward completion of the required Repairs or that the Repairs completed are not acceptable to HUD, Grantee may be required to provide a plan with milestones to show that acceptable Repairs can be completed within the Repair Period. Failure to meet milestones without adequate justification is a reason for Noncompliance as explained below.

6. **RENTS:** The Grantee covenants not to increase the rent for any unit, from the rent HUD is requiring a tenant to pay on the Closing date, until such unit meets all the requirements set forth in paragraph 1, above. Rents for units to be covered by a Housing Assistance Payment Contract may be increased only pursuant to and following execution of such Contract.
7. **RELOCATION:** If temporary or permanent relocation is necessary because of Repairs required under this provision, Grantee covenants to comply with the Relocation provision of this Use Agreement.

8. **NONCOMPLIANCE:** If Grantee fails to complete the required Repairs within the Repair Period and no extension by written agreement has been granted by HUD, HUD and any/all successors in office, in its sole discretion, shall be entitled to:
- a. Enter and terminate the estate hereby conveyed, or
 - b. Cash any Repair Escrow or request performance under any payment and/or performance bond, and seek remedies provided in the Enforcement provision of this Use Agreement, as HUD deems appropriate.
- If HUD cashes the Grantee's Repair Escrow, HUD will NOT apply the funds to complete the Repairs. HUD will retain the funds as liquidated damages or for any other purposes as HUD deems appropriate. In the event that HUD cashes the Grantee's Repair Escrow, the Grantee is still responsible for completion of the Repairs and HUD may initiate sanctions to prevent the Grantee from doing business with the U.S. Government in the future.

These rights and remedies may be exercised separately or in combination with the rights and remedies set forth in the Enforcement provision of this Use Agreement.

9. **LENDER OR SECURITY INTEREST:** If the Grantee fails to repair the Property in accordance with this Use Agreement, HUD will not exercise the remedies as described in paragraph 8 above, if any lender holding a lien or security interest on the Property:
- a. Gives written notice to HUD within the period provided for Repairs, that it intends to complete the Repairs, and
 - b. Completes such Repairs within thirty (30) calendar days of the notice or within such longer periods as HUD may approve in writing.
- However, HUD is under no obligation to notify any lender or security interest of its intent to cash any Repair Escrow.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is part of the Use Agreement.

Grantee_____

HUD_____

Attachment C

RIDER 3 OF 5
ENVIRONMENTAL HAZARDS

The Use Agreement shall contain the following provision:

Grantee covenants to:

1. Investigate and test the Property for substances, chemicals and waste (collectively "Hazardous Substances") and perform cleanup, remedial, removal or restoration work required by any governmental authority ("Inspect and Remediate Requirements").
2. Certify to HUD (in a form acceptable to HUD) that the Inspect and Remediate Requirements have been performed in accordance with this provision.
3. Indemnify, defend, and hold HUD harmless from any liability arising from Grantee's failure to satisfactorily perform the Inspect and Remediate Requirements. Grantee acknowledges that HUD's acceptance of the work is not a warranty that all Hazardous Substances have been eliminated from the Property and does not relieve Grantee of its ongoing responsibility to comply with appropriate governmental authorities.
4. This provision shall remain in effect for either the duration of the Restricted Period or when all Hazards referenced in this rider have been removed and certification of such removal is provided to HUD, whichever occurs first.

Grantee shall comply with Inspect and Remediate Requirements checked and any additional Hazardous Substances it becomes aware of concerning:

- ASBESTOS: 29 CFR 1926 and any subsequent regulations(s) including, but not limited to, all federal, state and local laws regarding detection, abatement, containment and removal of asbestos containing materials.
- LEAD-BASED PAINT: 42 USC 4821-4886 and the regulations thereunder, 24 CFR Part 35. Grantee shall inspect, test and abate any lead-based paint. Grantee shall comply with Section 35.88 "Disclosure Requirements for Sellers and Lessors" and Section 35.92 "Certification and Acknowledgment of Disclosure" of 24 CFR, *Lead Based Paint Poisoning Prevention in Certain Residential Structures*.
- RADON: All federal, state and local laws, and EPA guidelines regarding detection and abatement of radon.
- MOLD: All federal, state and local laws, and EPA guidelines regarding detection and abatement of mold.
- TOXIC AND HAZARDOUS SUBSTANCES: 29 CFR 1926 subpart Z (where a list of applicable substances can be found).

Operations and Maintenance Plan:

1. Grantee shall develop and maintain on the site at all times an Operations and Maintenance Plan (O&M Plan) that complies with EPA guidelines for Operations and Maintenance Programs. The O&M Plan shall:
 - a. identify areas where Hazards exist;
 - b. establish guidelines for maintenance work and repairs and employee training;
 - c. establish tenant notification systems; and
 - c. monitoring, job-site controls, work practices, record keeping, and worker protection.
2. Grantee shall submit a copy of the O&M Plan for HUD review and approval within thirty (30) calendar days after the date of this Use Agreement.

Remedies:

1. If Grantee fails to complete the required Repairs within the Repair Period and no extension by written agreement has been granted by HUD, HUD and any/all successors in office, in its sole discretion, shall be entitled to:
 - a. Enter and terminate the estate hereby conveyed, or
 - b. Require performance through any payment and/or performance bond, and seek remedies provided in the Enforcement provision of this Use Agreement or Deed, as HUD deems appropriate
2. HUD shall not exercise its available remedies if any lender holding a lien or security interest on the Property:
 - a. Gives written notice to HUD within the period provided for repairs, that it intends to complete the Inspect and Remediate Requirements, and
 - b. Completes the Inspect and Remediate Requirements within thirty (30) calendar days of the notice or within such extended period that HUD may approve in writing.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is part of the Use Agreement.
Grantee_____

HUD_____

RIDER 4 OF 5
AFFORDABILITY OF UNITS

The Use Agreement shall contain the following provision:

Use Restriction

1. The Grantee (Owner) shall maintain the property as affordable rental housing for a period of twenty (20) years after the date of this Use Agreement or such earlier time as HUD may specify in writing ("Restricted Period").
2. Grantee shall submit a written request to HUD for any change to the number or configuration of residential units required to be maintained, as affordable rental housing.
3. The Grantee (Owner) shall not unreasonably refuse to lease units to, or otherwise discriminate against, very low-income families.

Income Eligibility Requirement

The Grantee (Owner) shall affirmatively market 74 dwelling units to families with adjusted gross annual income that does not exceed eighty percent (80 %) of the area median income, adjusted for family size.

If the Grantee (Owner) is temporarily unable to lease all of the specified number of dwelling units to very low-income families, one or more units may be leased to families who are low-income but not very low-income, only with HUD's prior written approval. In requesting such approval, the Grantee (Owner) must demonstrate that:

1. reasonable steps have been taken to attract very-low income families, including using marketing activities most likely to attract such eligible applicants, and
2. has leased or is making good-faith efforts to lease the units to eligible and otherwise acceptable families, including taking all feasible actions to fill vacancies by renting to such families, and
3. has not rejected any such applicants except for reasons acceptable to HUD.

Affordability

1. **Maintenance of Rents at Affordable Levels**

Affordable means the least of:

- a. for the 74 dwelling units occupied by a low-income family that is not a very low-income family, the unit rent does not exceed thirty percent (30%) of eighty percent (80%) of the area median income, (not necessarily the income of the family, as determined by HUD, with adjustments for family size, less a reasonable utility allowance for utilities paid by the tenant; or
- b. the Section 8 Voucher Payment Standard less the utility allowance established by the voucher provider; or
- c. Market Rent in the immediate area established by a rent comparability study prepared, at the Grantee's (Owner's) expense, in accordance with HUD requirements.

Annual certification

The Grantee (Owner) shall certify to HUD annually, in a manner acceptable to HUD, that the requirements in the above paragraphs have been fulfilled.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is part of the Use Agreement.

Grantee_____

HUD_____

NONDISCRIMINATION AGAINST SECTION 8 CERTIFICATE HOLDERS AND VOUCHER HOLDERS

The Use Agreement shall contain the following provision:

1. In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC §1701z-12, as amended, the Grantee, for self, successors and assigns, shall not unreasonably refuse to lease a dwelling unit offered for rent, refuse to offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation hereinafter referred to as "Section 8". This provision is limited in application, for tenants or applicants with Section 8 Certificates or Vouchers, to those units, which rent for an amount not greater than one-hundred and twenty percent (120%) of the Section 8 fair market rent for a comparable unit in the area as determined by HUD.

2. This restriction shall bind the Grantee, any/all successors, assigns and Grantees for value, for a period equal to the Restricted Period, which is twenty (20) years from the date of this Use Agreement. In the event of a breach or a threatened breach of this covenant, HUD, any/all successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such covenant and to enjoin any acts which are in violation of such covenant. For the purposes of this restriction, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is part of the Use Agreement.

Grantee_____

HUD_____

ATTACHMENT D
LETTER OF CREDIT (LOC) SAMPLE

(ISSUING BANK'S LETTERHEAD)

IRREVOCABLE UNCONDITIONAL LETTER OF CREDIT NO. _____
_____, 20____

U.S. Department of Housing and Urban Development
801 Cherry Street, Unit #45, Ste. 2500
Ft. Worth, TX 76102

Attention: Mr. Jack Stark

Dear Sir:

For the account of _____
(name of account party/customer)
we hereby authorize you to draw on us at sight up to an aggregate amount of U.S. \$ _____,
effective immediately and expiring on _____, 20____.

This Letter of Credit is irrevocable and unconditional.

Funds under this Credit are available to you against your sight draft(s) on us, substantially in the form attached as Exhibit A, for all or any part of this Credit.

This Letter of Credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We will promptly honor all drafts in compliance with the terms of this credit if received on or before the expiration date at

(bank's address)

This Credit is governed by the laws of _____.

Sincerely,

(Issuing Bank)

By: _____

SAMPLE SIGHT DRAFT

(HUD LETTERHEAD)

(Name and address of bank) _____

(City, State)
_____, 20____

Pay to the order of the U.S. Department of Housing and Urban Development the sum of
\$_____. This draft is drawn under your Irrevocable Letter of
Credit NO. _____.

U.S. Department of Housing and Urban Development

By: _____

Attachment E

INTRODUCTION

A. GENERAL INFORMATION

Barbara Jordan II Apartments, originally constructed in 1930, is located in Providence, Rhode Island. The property has obviously been renovated since its original construction; however, the date of modernization is not known. Seventy-four dwelling units are contained in twenty-seven different structures which range from two to four stories all with a partially exposed basement.



The development

houses 14 - 2 bedroom units, 32 - 3 bedroom units, 13 - 4 bedroom units, 1 - 5 bedroom unit, and 14 - 6 bedroom units. A portion of the larger units occupies two floors. The

buildings are clustered in two areas in Providence which are located approximately a half mile apart with most of the surrounding residences being of a similar style of construction.

All structures have concrete foundations and floors in the basement with a portion having concrete masonry basement and foundation walls. Others have foundations of brick. Walls and roofs are framed with wood with most clad on the exterior with wood shakes. Several buildings have vinyl siding in lieu of wood on the upper portions. Only one building had brick masonry veneer on the lower perimeter. Fascias and soffits are wood on some eaves with others being clad in prefinished aluminum trim. All buildings have prefinished aluminum gutters and downspouts that discharge to grade. Roofs are covered with plywood deck and shingles. Wood porches with wood handrail systems exist at the front, rear, and/or sides of most structures with some having concrete steps and landings. Metal handrails exist at most of the buildings on or near the Taylor Street site.

Interior walls and ceilings are covered with drywall. Floors are covered with VCT in all living spaces, bedrooms, and bathrooms. Exterior doors are insulated steel with wood frames. Interior doors are wood with wood frames. Windows are double-hung vinyl with double pane-insulated glass.

Individual gas-fired boilers for each apartment are located in the basements and provide hot water for baseboard heaters in most apartment spaces. Separate gas-fired water heaters are also provided in the basement providing domestic hot water. Basement areas were sprinklered and also contain wire encased storage units for the residents. Smoke detectors existed at the areas leading to the sleeping areas but not in the bedrooms. GFI receptacles were found in the kitchens and bathrooms as required.

A few of the buildings had an asphalt drive with parking designated for that structure in the rear. Buildings clustered on Portland and Somerset Streets and a few on Taylor Street have larger asphalt parking areas with unstriped and undesignated spaces. A six feet high chainlink fence surrounds the perimeter of many of the buildings. In some instances, openings in the fencing for pedestrians are not located at the concrete walks leading to the building entries. Walks do not exist between the buildings within the fenced areas at the Portland and Somerset Street site. City sidewalks outside of the fencing at the Portland and Somerset site appear to have once been asphalt but have deteriorated and for the most part do not exist. Concrete walks exist at the other structures located near Taylor Street. Landscaping is marginal and random.

This survey included the interiors of twenty dwelling units and approximately half of the basements and common stairs. Several buildings were boarded due to fire damage. Others were boarded for other reasons and were not accessible. Many of the units inspected had to have boarding removed at building entry doors for access. Most did not have power and many windows remained boarded; therefore, visibility was difficult in some units. All exterior and site features were witnessed.

Refer to “PROJECT INFORMATION SHEET” in this section for additional information.

Refer to “SITE PLANS” in other sections of this report for a general layout of the sites and surrounding areas. Buildings have been numbered for convenience of reference throughout the report. The numbers are not associated with any numbering system of the Owner or Management.

E. HEALTH AND SAFETY ITEMS:

The following list represents health and safety concerns at the subject development. Refer to the “Health and Safety” column of the COST ESTIMATE SUMMARY, which indicates the actual line items considered as Health and Safety issues.

- Additional environmental testing
- Remediation of mold in apartments and basements
- Lead abatement at exterior decorative wood trim
- Development of an O&M Plan for lead left in place in interior stairwells
- Repair of damaged concrete sidewalks to remediate trip hazards
- Replacement of damaged retaining walls at parking
- Replacement of damaged handrails at porches
- Replacement of building and apartment entry doors and hardware as needed for security
- Replacement of window that are damaged, broken, and difficult to operate
- Adjustment of spring hinges on apartment entry doors where required to self-close
- Provisions for apartment numbers on all apartment entry doors
- Inspection, repair, and adjustment of water heater and boiler flues as needed for proper rise in slope

- Testing and repair as needed of sprinkler systems in basements
- Inspection and servicing of boilers not replaced for proper and safe operation
- Replacement of damaged baseboard heaters and covers
- Inspection and servicing of electrical service panels and equipment
- Provisions for smoke detectors in bedrooms
- Replacement of damaged smoke detectors

Post-Closing Repair Requirements

U.S. Department of Housing and Urban Development
Office of Housing Multifamily Sales Program

Project Name BARBARA JORDAN II APTS.	Project Number FHA Case No.: 016-35078	Location PROVIDENCE, RHODE ISLAND
--	--	---

The Purchaser must repair the property to meet the following requirements within the time frame noted in the Contract of Sale or Terms and Requirements of Foreclosure Sale- Acknowledgement by Bidder

Applicable State & Local Codes Housing Quality Standards (HQS) as set forth in CFR 886, Subpart C Additional repairs required by HUD

HUD will monitor repairs to assure compliance. Repairs shall be considered completed only after: (1) Purchaser provides written Certification that repairs are completed; (2) Purchaser requests final inspection by HUD; and, (3) HUD verifies in writing completion and compliance with the requirements stated herein.

Trade Item Cost Breakdown: HUD's estimate of repairs is broken out by trade item. Detailed descriptions of repairs are stated in this form's exhibits. Unless checked as MANDATORY on this form, repairs may begin upon conveyance. For repair items listed in this form as MANDATORY, the purchaser, prior to beginning work, must submit specifications for approval to the HUD office with jurisdiction over this project.

The repairs listed herein represent HUD's estimate of the property's repair needs. These repairs may not represent all repairs needed to satisfy HUD's requirements and/or requirements other than HUD's. HUD does NOT warrant that the list is either comprehensive or sufficient. The purchaser accepts responsibility for: (1) developing his/her own repair cost estimate, (2) determining what, if any, repairs are needed in excess of those listed herein, and (3) providing funding for such repairs.

Item	Mandatory	Est. Cost	Item	Mandatory	Est. Cost
Repairs to Residential Structures (including commercial areas)					
1. Concrete	<input type="checkbox"/>	\$41,060	17. Wood Flooring	<input type="checkbox"/>	0
2. Masonry	<input type="checkbox"/>	\$13,200	18. Resilient Flooring	<input type="checkbox"/>	263,550
3. Metals	<input type="checkbox"/>	\$12,270	19. Painting & Decorating	<input type="checkbox"/>	278,094
4. Rough Carpentry	<input type="checkbox"/>	\$56,120	20. Specialties	<input type="checkbox"/>	16,940
5. Finish Carpentry	<input type="checkbox"/>	\$245,824	21. Special Equipment	<input type="checkbox"/>	0
6. Waterproofing	<input type="checkbox"/>	\$0	22. Cabinets	<input type="checkbox"/>	207,900
7. Insulation	<input type="checkbox"/>	\$0	23. Appliances	<input type="checkbox"/>	80,100
8. Roofing	<input type="checkbox"/>	\$60,300	24. Blinds & Shades	<input type="checkbox"/>	0
9. Sheet Metal	<input type="checkbox"/>	\$35,914	25. Carpets	<input type="checkbox"/>	0
10. Doors	<input type="checkbox"/>	\$61,550	26. Special Construction	<input type="checkbox"/>	110,300
11. Windows	<input type="checkbox"/>	\$369,240	27. Elevators	<input type="checkbox"/>	0
12. Glass	<input type="checkbox"/>	\$0	28. Plumbing & Hot Water	<input type="checkbox"/>	141,900
13. Lath & Plaster	<input type="checkbox"/>	\$0	29. Heat & Ventilation	<input type="checkbox"/>	173,150
14. Drywall	<input type="checkbox"/>	\$22,350	30. Air Conditioning	<input type="checkbox"/>	0
15. Tile Work	<input type="checkbox"/>	\$11,000	31. Electrical	<input type="checkbox"/>	56,825
16. Acoustical	<input type="checkbox"/>	\$0	Residential Structures Subtotal		2,257,587
Repairs to Accessory Structures (community, maintenance, mechanical, garages, carports, etc.)					
32. Accessory Structures	<input type="checkbox"/>	\$0.00	Accessory Structures Subtotal		0
Site Work					
33. Earth work	<input type="checkbox"/>	\$3,000	36. Site Improvements	<input type="checkbox"/>	30,500
34. Site Utilities	<input type="checkbox"/>	\$0	37. Lawns & Plantings	<input type="checkbox"/>	40,500
35. Roads & Walks	<input type="checkbox"/>	\$60,220	38. Demolition	<input type="checkbox"/>	0
			Site Work Subtotal		134,220
Environmental Mitigation					
39. Lead Containing Materials	<input type="checkbox"/>	\$8,300	Totals 2,435,107		
40. Asbestos	<input type="checkbox"/>	\$0			
41. Mold/Environmental	<input type="checkbox"/>	\$35,000			
Environmental Mitigation Subtotal		\$43,300	Est. Total Hard Cost		2,435,107
			Overhead/General Requirements		219,160
			Profit (=5%)		132,713
			Est. Total Repair Cost		2,786,979

Previous edition is obsolete

form HUD-9552 (5/93)

COST ESTIMATE REMARKS

02000E* Additional environmental testing

A Phase One Environmental Site Assessment was performed at the subject property. The site area including Linden, Pearl, Portland, and Somerset Streets indicates the need for additional subsurface investigations due to adjacent properties being used as a commercial garage and gas station in the past. The Phase I for Taylor, Harvard, and Chester Streets did not indicate any on-site or off-site concerns needing attention. Refer to PHASE I ENVIRONMENTAL SITE ASSESSMENT.

02001A* Remediate mold in apartments

02002I* Remediate mold in basements

Mold was witnessed in selective areas in the apartments and basements inspected. Walls and ceilings need to be opened to determine if water leaks and/or infiltration is the cause of the mold. All mold needs to be removed and areas properly cleaned to protect the health of the residents.

02090E* Lead abatement at exterior decorative wood trim

02091I* O&M Plan for lead paint left in place

Lead was found in the common stairwells that have the historical style decorative wood handrails and on decorative exterior moldings and trim. The interior paint is in good condition. The exterior trim needs to be removed where damaged. Lead paint should be removed to the extent possible with the remaining lead encapsulated where the trim remains viable as a good substrate to repaint. An Operations and Management Plan should be developed for any lead left in place. Refer to LEAD REPORT for additional information.

02500E* Repair damaged asphalt paving

02501E* Provide new asphalt paving

02502E* Remove asphalt and reshape grade

02503E* Stripe parking

02504E* Provide wheelstops at parking

Most asphalt areas need repair/replacement where the base and surfaces are damaged or where areas have settled causing depressions. New asphalt is recommended behind Buildings 13, 14, 15, and 27 for additional parking surfaces. Parking in the larger lots need to be striped with designated spaces for the residents and visitors. Wheelstops are needed at larger lots to prevent cars from hitting retaining walls. One area of damaged asphalt no longer in use needs to be removed between Buildings 7 and 8.

02800E* Repair damaged chainlink fencing

02801E* Provide new chainlink fencing

Chainlink fencing surrounds the bulk of the buildings. Significant amounts of repair are required. New fencing is recommended at areas where existing fencing is beyond repair and where fencing is needed to prevent the flow of non-resident pedestrian traffic across the sites.

02802E* Repair low retaining wall at parking

02803E* Repair high retaining wall at parking

A low retaining wall exists at the edge of the parking behind Building 20 that has collapsed. The high retaining walls behind Buildings 3, 4, 5, 6, 9, 10, 11, and 12 also have significant damage requiring attention.

02900E* Landscape allowance - shrubs, grading, grassing

The existing landscaping is minimal and sporadically placed. Bare areas have been created by random foot traffic and lack of attention. The eye appeal of the property could drastically benefit from upgrades to the lawns and the installation of landscaping throughout the development.

03300A* Allowance for lightweight concrete floor deck repair

A lightweight concrete subfloor exists under the VCT flooring in the apartments. Several areas of damaged subfloor were witnessed where the VCT was damaged and/or missing. Significant quantities of flooring need to be replaced; therefore, repairs to the lightweight concrete should be anticipated.

03301E* Replace damaged concrete walks

03302E* Provide new concrete walks

Multiple sections of the concrete walks are broken and need to be replaced. Several sections of the existing walks lead directly to the chainlink fencing but do not extend to the openings in the fencing which lead to the city streets. New walks are recommended to be installed from the walks to the openings in the fencing where pedestrian traffic has worn the lawn areas.

03303E* Construct concrete steps at retaining walls

Railroad tie steps exist at the high retaining walls behind the buildings previously mentioned. These are recommended to be replaced with concrete step systems to prevent injury to pedestrian traffic.

03304E* Repair concrete porch steps

Several buildings on Taylor and Harvard Streets have concrete steps in lieu of wood like most of the other structures. Concrete has spalled or has been damaged and needs to be repaired.

04400E* Point and repair brick masonry foundation walls

04401I* Point and repair brick masonry columns

The majority of the buildings at the Somerset and Portland Street site have concrete masonry foundation walls which are in good condition. The exposed foundation walls at most buildings on Taylor and Harvard Streets are brick masonry which require pointing and repair prior to painting as indicated in other line items. A limited number of brick columns in the basements were witnessed; however, most need repair where bricks have fallen loose.

05000E* Remove steel bollards

05001E* Replace steel bollards

Several steel bollards remain that are at an old drive that is no longer in use between Buildings 7 and 8. The drive is also settled and damaged and needs to be removed; therefore, the bollards need to be removed at the same time. Two other bollards behind Building 8 that need to remain are damaged and need to be replaced.

05500E* Replace steel handrails

Most of the buildings on and near the Taylor Street buildings have steel handrails. The handrails have intermediate member spacing that is larger than current codes allow. New compliant handrails need to be installed. A couple of sets were damaged as well and require attention of a more immediate nature. Refer to CODE REVIEW for additional information.

06200E* Replace wood siding & associated trim

06201E* Allowance to repair substrates and framing behind damaged wood siding

06202E* Replace exterior wood trim not at siding

The majority of the buildings have wood siding with a few having vinyl siding on the upper portions. While several buildings appear to have been recently painted, others have been neglected for some time. Large quantities of siding and associated trim need to be replaced. Other wood fascias and soffits and exterior wood trim need selective repair. A portion of the exterior decorative trim contains lead-based paint and needs to be handled as indicated in other remarks. Vinyl repair is included under other items.

06203E* Allowance to repair roof deck prior to reroofing

The roof areas were difficult to see given the height of the buildings; however, several areas of damaged, missing, or patched shingles were witnessed. It is anticipated that some roof deck will need to be repaired when the shingles are replaced as indicated in other line items. Documentation on when the roofs were last replaced was requested from management; however, that information was not yet received at the time of the submission of this report.

06204E* Replace wood porch handrails

06205E* Replace porch decking

06206E* Allowance to repair porch framing and skirting

The porches at the buildings at or near the Somerset and Portland Street sites and a few in the Taylor Street area have wood framed porches with wood handrails, decking, steps, and skirting. Most need some type of repair with many needing all decking and handrails replaced. It is anticipated that those that need new decking will need framing repair as well.

07400E* Repair/replace gutters and downspouts

The repair requirements for the gutters and downspouts varies from building to building. All new downspouts are recommended at areas where siding is replaced.

07401E* Replace prefinished aluminum trim

07402E* Repair/replace vinyl siding

Vinyl siding exists on the upper portion of several buildings which has small holes caused either by vandalism or hail. Repair and/or replacement is needed to prevent water from entering behind causing damage to substrates. Selective repairs are needed to prefinished aluminum trim which occurs predominately on fascia and soffits at a limited number of buildings.

07500E* Replace shingle roof

The roof areas were difficult to see given the height of the buildings; however, several areas of damaged, missing, or patched shingles were witnessed. Documentation on when the roofs were last replaced was requested from management; however, that information was not yet received at the time of the submission of this report. Sections of roof deck are anticipated to need replacing at the time of the shingle replacement as indicated in other items.

08100E* Replace exterior door

08300A* Replace apartment entry door

08710A* Inspect/adjust/provide spring hinges @ apt. entry doors leading to common stairs

08711E* Replace exterior door hardware

08712A* Replace apartment entry door hardware

Multiple exterior doors and apartment entry doors were damaged. Several exterior doors were boarded and not able to be viewed. New hardware is recommended at all doors needing to be replaced. All apartment entry doors that lead directly to common stairwells are required to self-close and self-latch. All should be inspected to be sure this requirement is met to protect residents in the stairwells from smoke and fire in times of emergency. While several self-closed as required, all should be periodically inspected as this is a continual maintenance concern. Spring hinges or closers need to be provided

on the apartment entry doors where they currently do not exist. Refer to CODE REVIEW for additional information.

08301A* Replace interior swinging door

08302A* Replace interior swinging door frame

08713A* Replace interior swinging door hardware

The quality of the interior wood swinging doors varied from good to poor. Several frames were found to be damaged. New hardware is recommended at all doors that need to be replaced.

08500A* Replace windows and screens

08501I* Replace basement windows

The vinyl insulated windows exhibited signs of exterior distress with outer flange members being cracked and broken. The lift bar on the interior lower sash was damaged in significant numbers. Some were very difficult or impossible to operate which is especially concerning in the bedrooms since they are needed for emergency egress. Several windows were witnessed that allowed water and air to infiltrate the apartment interiors. Many were boarded and therefore difficult to inspect.

09250A* Repair damaged drywall in apartments

09251I* Repair damaged drywall in basements

09252A* Repair drywall stipple finish

The drywall was in relatively good condition compared to some of the other finishes and components. Selective repairs are required. The stipple finish on entire ceilings were falling in several spaces with other smaller areas of flaking texture witnessed. Ceilings need to be scraped to remove loose texture and refinished prior to painting.

09300A* Replace tub surround

Tub surrounds, which are thin fiberglass panels without edge trim in most instances, were loose or damaged in several units. Replacement of those not offering proper wall protection will be necessary.

09650A* Replace VCT in apartments

All apartment spaces including bathrooms have VCT flooring. Substantial quantities need to be replaced. Several spaces witness had all of the floor tile loose from the subfloor. Lightweight concrete subfloor repair will also be required as indicated in other items.

09901A* Paint apartment interiors

All apartment interiors inspected needed to be painted due to normal wear and tear. Multiple ceilings need the stipple finish repaired prior to painting as indicated in other items.

- 09902E* Paint exterior siding and trim**
- 09903E* Paint exterior trim not at siding**
- 09904E* Paint porch decking**
- 09905E* Paint wood porch handrails**
- 09906E* Paint metal porch handrails**
- 09907E* Paint exterior masonry**
- 09908E* Paint steel bollards**

Multiple exterior components and finishes need to be repaired and/or replaced which will require painting. Other existing components and finishes to remain will also require proper preparation and paint.

10000A* Replace plastic coated wire closet shelves

All closets have plastic coated wire shelves many of which were missing and need to be replaced.

10400A* Provide apartment numbers on entry doors

The apartment numbers are not indicated on the unit entry doors. New numbers are needed to properly designate the apartments which is critical at times when emergency personnel must enter the buildings. Most apartments have at least two entry doors with several having three.

10550E* Replace mailboxes

Small gang mailboxes exist on the front of each structure. Those that are damaged need to be replaced with Postal Service approved boxes.

10800A* Replace toilet accessories

10801A* Replace medicine cabinets

Toilet accessories and medicine cabinets were missing parts or damaged in several units and need to be replaced.

11450A* Replace refrigerator

11451A* Replace range

11452A* Replace rangehood

Multiple ranges, which were a combination of gas and electric, and refrigerators need to be replaced due to age and wear. Rangehoods have been indicated to be replaced where kitchen cabinets needed to be changed out.

12300A* Replace kitchen cabinets & countertops

12301A* Replace kitchen countertops only

12302A* Repair kitchen cabinets

12303A* Replace bath vanity

Kitchen cabinets need to be replaced in approximately 80% off the apartments inspected with countertops needing slightly more replacement. Other cabinets may remain but several of those also need repair. Kitchen sinks are recommended to be replaced under other line items where countertops are replaced due to problems with installing older sinks in new surfaces. Bath vanities need to be replaced in the same quantities as the kitchen cabinets.

13000I* Allowance for interior stair upgrades

Each building has two interior stairwells providing access to the apartments. Finishes and components needing attention vary from stair to stair. Most need to be painted. A few handrails were missing. VCT flooring at the landings and resilient treads on the steps need attention in limited areas. Light fixtures need replacing in a few. Certain surfaces in the interior stairs contain lead-based paint and should be handled as indicated in other remarks.

13001E* Allowance for fire damage at Bldg. 17 - 30 Portland

13002E* Allowance for fire damage at Bldg. 20 - 6 Taylor

The above noted buildings had suffered fire damage and were boarded shut because management felt they were unsafe to enter. Management stated that the bulk of the damage was exterior. Minor additions to certain interior quantities were included to take into consideration anticipated interior damage. The lump sum costs are for the damage visible from the exterior.

13003E* Allowance for damaged porch/column framing at 25/23 Taylor The second floor front porch at the referenced building has deteriorated trim, framing, and columns and will need more attention than most of the other exterior wood indicated for other structures.

15400I* Adjust water heater and boilers flues for proper rise

15401I* Repair damaged water heater and boiler flues

The flues for the water heaters and boilers, as noted in other line items, have been damaged in several instances and need to be repaired. Multiple flues were witnessed that did not have the proper rise in slope to ensure the exhaust of the carbon monoxide and the protection of the residents.

15402A* Replace water heater

A gas-fired water heater exists for each unit and is located in the common basement. Several water heaters were missing with others outliving their useful life. Flues need to be inspected and adjusted at multiple areas as indicated in other remarks. Approximately 50% of the basements were inspected. A portion of the buildings were boarded with keys not available for a few. Documentation on when water heaters were last replaced was requested from management; however, that information was not yet received at the time of the submission of this report.

15403A* Replace kitchen sink and fittings

15404A* Replace lavatory and fittings

15405A* Replace toilet

15406A* Replace toilet seat

15407A* Reglaze tub

15408A* Replace tub fittings

15409A* Replace tub

Multiple sinks were in acceptable condition but are recommended to be replaced where countertops are replaced due to problems with installing old sinks in new surfaces. Lavatories are also recommended to be replaced where vanities are replaced. Toilets need changing in some units with only the seats replaced in others. Most tubs were in reasonable condition with approximately 33% needing to be reglazed.

15410I* Insulate exposed piping in basements

15411I* Repair damaged water piping in basement

It appears that the water piping was replaced when the apartments were renovated. Limited amounts of damaged piping were witnessed that require repair. Very few sections of piping were insulated and those that were needed additional insulation at elbows and corners. All uninsulated sections exposed in the basements are recommended to be insulated to prevent freezing pipes in the winter months.

15412I* Test & repair sprinkler system in basements

Approximately 50% of the basements were inspected. A portion of the buildings were boarded with keys not available for a few; however, all that were witnessed had fire sprinklers in the basements. All should be inspected and tested to ensure proper operation and the safety of the residents.

15550A* Inspect & service boilers including thermostats

15551A* Replace boilers

15552A* Replace baseboard heaters & covers

15553A* Replace baseboard heater covers only

A gas-fired boiler exists for each unit and is located in the common basement. Several boilers were missing, some had piping or electrical wiring disconnected, and others had outlived their useful life. Flues need to be inspected and adjusted at multiple areas as indicated in other remarks. Approximately 50% of the basements were inspected. A portion of the buildings were boarded with keys not available for a few. Documentation on when boilers were last replaced was requested from management; however, that information was not yet received at the time of the submission of this report. Multiple baseboard heaters were damaged beyond repair with other having missing and/or damaged covers.

16000I* Inspect and service electrical service panels and equipment

All apartments are individually metered for electricity with meters located on the buildings' exteriors. Main disconnects were located in the basement with individual panels located in the apartments. All systems need to be inspected to ensure proper and safe operation.

16001A* Replace interior apartment light fixtures

16002E* Replace exterior light fixtures

16003A* Replace bath exhaust fans

Replacement of the above noted items need selective replacement in the apartments inspected. The power was not on at most units reviewed; therefore, those noted to be replaced was only where damage was evident.

16500I* Replace intercom

Each building had an intercom panel located at the front entry door on the front porches. Approximately 75% of them were damaged. It is anticipated that the entire system will need replacing where the damage was witnessed.

16720A* Provide smoke detectors in bedrooms

16721A* Replace existing damaged smoke detectors

Smoke detectors were found in the hallways leading to the bedrooms some of which were damaged. Current codes also require smoke detectors in the bedrooms as well. Refer to REVIEW for additional information.

Certification of Substantial Compliance

TO: The United States Department of Housing and Urban Development

FROM: _____

I Certify to HUD that any and all project(s) that are owned by _____, or its affiliates, and located in _____ (City or Town where project being purchased is located) is/are in substantial compliance with applicable state and/or local housing statutes, regulations, ordinances and codes and are listed on Schedule A attached hereto.

WARNING: It is a crime to knowingly make false statements to the United States in this document or any other document related to this sale. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code, Section 1001 and Section 1010.

By: _____
Grantee Name

Title

Address

Telephone Number

Date

STATE OF:)
COUNTY OF:)
Came before me this _____ day of _____, 20____. Notary Seal

Schedule A: All projects owned by _____ or affiliates.

List each project name	List name of principal or affiliate with ownership of project.	List project address

Attachment K - 24 CFR Part 5

§ 5.703 Physical condition standards for HUD housing that is decent, safe, sanitary and in good repair (DSS/GR).

These standards address the major areas of the HUD housing: the site; the building exterior; the building systems; the dwelling units; the common areas; and health and safety considerations.

- (a) *Site*. The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/project signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair. The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards.
- (b) *Building exterior*. Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair.
- (c) *Building systems*. Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair.
- (d) *Dwelling units*.
 - (1) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair.
 - (2) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities).
 - (3) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste.
 - (4) The dwelling unit must include at least one battery-operated or hardwired smoke detector, in proper working condition, on each level of the unit.
- (e) *Common areas*. The common areas must be structurally sound, secure, and functionally adequate for the purposes intended. The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair. All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair. These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities.
- (f) *Health and safety concerns*. All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have hand rails that are undamaged and have no other observable deficiencies. The housing must have no evidence of infestation by rats, mice, or other vermin, or garbage and debris. The housing must have no evidence of electrical hazards, natural hazards, or fire hazards. The dwelling units and common areas must have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies. The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards and have available proper certifications of such (see 24 CFR part 35).
- (g) *Compliance with state and local codes*. The physical condition standards in this section do not supersede or preempt state and local codes for building and maintenance with which HUD housing must comply. HUD housing must continue to adhere to these codes.

Attachment L

Post Closing Repair Report

Property:		Repair Expenditures to Date: \$
Address:		Date Repairs Began:

Number of HAP Units: Number of HAP Units repaired/meeting PCS:

Number of Units: Number of Units repaired/meeting PCS:

List major repairs as required by Form HUD-9552 and provide status of those repairs:

Major Repair (EX: replace roofs for 5 buildings)	Work Completed (EX: roofs replaced for 3 buildings: 60%)

Provide narrative describing any special circumstances beyond your control which may, or have delayed the repairs:

Provide narrative describing the status of the planned rehabilitation. Your narrative should include whether you are ahead of, on schedule, or behind on your original rehabilitation schedule:

Date of Report:

Report completed by: _____ Title _____

Please fax a completed version of this report to the Property Disposition Construction Analyst, at (817) 978-6018. Reports are due quarterly and to be continued until the repairs are complete.

Attachments:

- 1. Attach a minimum of 4 photographs depicting repaired conditions.
- 2. Attach additional pages as necessary to provide a thorough explanation of status of repairs.

ATTACHMENT M
LEGAL DESCRIPTIONS

16 Somerset Street
Providence, Rhode Island
AP: 23 LOT: 31

That lot of land with all the buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, on the northeasterly side of Somerset Street and on the southeasterly side of Hayward Street, and laid out and delineated as Lot No. 65 (SIXTY FIVE), on that plat entitled, "PLOT OF HOUSE LOTS BELONGING TO THE HEIRS OF Hon. JAMES **FENNER** DE'D SURVEYED AND PLOTTED AUG. 27, 1846", which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card No. 37.

Said lot bounds southwesterly on Somerset Street fifty (50) feet and holding that width extends northeasterly one hundred (100) feet to Lot No. 55 (FIFTY FIVE) on said Plat, bounding northwesterly on Hayward Street, southeasterly on Lot No. 66 (SIXTY SIX) on said Plat and contains 5,000 square feet of land, more or less.

14 Linden Street
Providence, Rhode Island
AP: 23 LOT: 48

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the northeasterly side of Linden Street, in the City of Providence, County of Providence, State of Rhode Island, laid out and designated as Lot No. 84 (EIGHTY FOUR), on that certain plat entitled, "PLAT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DECD SURVEYED AND PLOTTED AUG. 27, 1846, BY ATWATER & SCHUBARTH", which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card No. 37.

24 Somerset Street
Providence, Rhode Island
AP: 23 LOT: 33

That lot of land with all the buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, laid out and delineated as Lot No. 67 (SIXTY SEVEN), on that plat entitled, "PLOT OF HOUSE LOTS BELONGING TO THE HEIRS OF Hon. JAMES **FENNER** DE'D SURVEYED AND PLOTTED AUG. 27, 1846", which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card No. 37.

Said lot bounds southerly on Somerset Street fifty (50) feet and holding that width extends northerly one hundred (100) feet, bounding westerly on land now or lately of Malvina B. Morgan; northerly on land now or lately of James E. Hartigan, et al, and easterly on land now or lately of O. Algernon Card.

**20 Somerset Street
Providence, Rhode Island
AP: 23 LOT: 32**

That lot of land with all the buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, laid out and delineated as Lot No. 66 (SIXTY SIX), on that plat entitled, "PLAT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DEC'D SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER & SCHUBARTH", which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card No. 37.

Said lot bounds southwesterly on Somerset Street fifty (50) feet and holding that width extends northeasterly one hundred (100) feet, bounding northwesterly on land now or lately of Mary H. Regine, northeasterly on land now or lately of Domenic Anzivino and southeasterly on land now or lately of M. & M. Realty Company.

**20 Hayward Street
Providence, Rhode Island
AP: 23 LOT: 14**

That certain lot or parcel of land with all the buildings and improvements thereon, situated at the southerly or southwesterly corner of Hayward Street and Pearl Street in the City of Providence, County of Providence, State of Rhode Island, laid out and delineated as Lot No. 28 (TWENTY EIGHT), on that plat entitled, "PLAT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DEC'D SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER & SCHUBARTH", which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card No. 37.

**23 Somerset Street
Providence, Rhode Island
AP: 23 LOT: 44**

That lot of land with all the buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, laid out and delineated as Lot No. 76 (SEVENTY SIX), on that plat entitled, "PLAT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DEC'D SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER & SCHUBARTH", which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card No. 37.

Said lot bounds northeasterly on Somerset Street fifty (50) feet and holding that width extends southwesterly one hundred (100) feet, bounding southeasterly on land now or lately of Lucy V. Twomey and northwesterly on land now or lately of Emily M. Wennebeck.

**102 Chester Street
Providence, Rhode Island
AP: 45 LOT: 500**

A certain lot of land, with the buildings and improvements thereon, situated at the southeasterly corner of Chester Avenue and Taylor Street, in the City of Providence, County of Providence, State of Rhode Island, laid out and delineated as Lot No. 17 (SEVENTEEN), on that plat entitled, "PLOT OF HOUSE LOTS IN CRANSTON BELONGING TO THE HEIRS OF JAMES PETTEY, SURVEYED AND PLOTTED JAN'R 1849 BY ATWATER, SCHUBARTH & HAINES, COPIES BY H.B. SCHUBARTH, FEB. 1857", which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 1 at Page 43 and (copy) on Plat Card No. 273, excepting the portion thereof taken in the layout of said Taylor Street.

**1 Vine Street
Providence, Rhode Island
AP: 23 LOT: 12**

That certain tract or parcel of land with all the buildings and improvements thereon, situated on the northwesterly side of Vine Street, in the City and County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northwesterly line of Vine Street, fifty (50) feet southwesterly from the southwesterly line of Pearl Street, said point of beginning being at the southwesterly corner of land now or lately of R. Agnes Randall et al, and running thence northwesterly bounding northeasterly on said Randall land a distance of forty (40) feet to land now or lately of Henriette Willemin; thence turning an interior angle of $89^{\circ}57'$ and running southwesterly bounding northwesterly on said Willemin land a distance of fifty (50) feet to land now or lately of Samuel G. Sugarman; thence turning an interior angle of $90^{\circ}03'$ and running southeasterly bounding southwesterly on said Sugarman land a distance of forty (40) feet to Vine Street; thence turning an interior angle of $89^{\circ}57'$ and running northeasterly bounding southeasterly on Vine Street a distance of fifty (50) feet to said Randall land and the point or place of beginning, the last described line forming an interior angle of $90^{\circ}03'$ with the line first herein described.

**18 Portland Street
Providence, Rhode Island
AP: 23 LOT: 15**

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the northeasterly corner of Portland and Hayward Streets, in the City and County of Providence and State of Rhode Island, laid out and designated as Lot 36 (thirty-six) on that plat entitled "Plot of House Lots belonging to the Heirs of Hon. James Fenner Dec'd. Surveyed and Plotted Aug. 27, 1846 by Atwater & Schubarth Scale 80 ft. per inch", which said plat is recorded in the Office of Land Records of the City of Providence in Plat Book 1 at page 104 and copy on Plat Card 37.

22 Portland Street
Providence, Rhode Island
AP: 23 LOT: 16

That lot of land, with all buildings and other improvements thereon, situated in the City and County of Providence, State of Rhode Island, on Portland Street midway between Hayward and Vine Streets, and bounded southwesterly by said Portland Street, northwesterly by land now or lately of the Christopher Dexter heirs, northeasterly by land now or lately of the Henry M. Horton heirs and southeasterly by land now or lately of Edson T. Cheever; said lot herein described measuring about forty (40) feet on said Portland Street and holding that width back about one hundred (100) feet therefrom.

24 Portland Street
Providence, Rhode Island
AP: 23 LOT: 17

That certain lot or parcel of land situated in the City and County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the point of intersection of the northwesterly line of Vine Street with the northeasterly line of Portland Street and running thence northwesterly bounding southwesterly on said Portland Street a distance of fifty (50) feet to land now or lately of Cecelia T. Willemin, life tenant; thence turning and running northeasterly bounding northwesterly on said last named land a distance of one hundred (100) feet to other land now or lately of Cecelia T. Willemin, life tenant; thence turning and running southeasterly bounding northeasterly in part on said last named land and in part on land now or lately of Amanico DeAndrade a distance of fifty (50) feet to Vine Street; thence turning and running southwesterly bounding southeasterly on said Vine Street a distance of one hundred (100) feet to said Portland Street and the point or place of beginning.

28 Portland Street
Providence, Rhode Island
AP: 23 LOT: 18

That lot of land with all buildings and improvements thereon, situated at the northeasterly corner of Portland Street and Vine Street, in the City and County of Providence and State of Rhode Island, and bounded and described as follows:

Southerly by Portland Street on which it measures forty-five (45) feet, easterly by land now or lately of Armand Gaudet, on which it measures one hundred (100) feet, and northerly in part on land now or lately of Patrick T. Conley and in part on land now or lately of Nishan Agajanian on which it measures forty-five (45) feet, thence westerly bounded by Vine Street a distance of one hundred (100) feet and containing 4500 square feet of land, more or less.

**30 Portland Street
Providence, Rhode Island
AP: 23 LOT: 19**

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the northeasterly side of Portland Street, in the City and County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the northeasterly side of said Portland Street forty-five (45) feet, more or less, southeasterly from the southeasterly line of Vine Street, said point of beginning being at the southeasterly corner of land now or lately of Thomas J. Shanley and wife, and running thence northeasterly bounding northwesterly on said Shanley land a distance of one hundred (100) feet to land now or lately of Agajan Agajanian; thence turning and running southeasterly bounding northeasterly on said Agajanian land a distance of forty-five (45) feet to land now or lately of Mabel O. Steere; thence turning and running southwesterly bounding southeasterly on said Steere land in part and in part on land now or lately of Claud G. Sherman and wife a distance of one hundred (100) feet to said Portland Street; thence turning and running northwesterly bounding southwesterly on said Portland Street a distance of forty-five (45) feet to said Shanley land and the point or place of beginning.

Said parcel comprises the southeasterly forty-five (45) feet in width by the entire depth of Lot No. 32 on that plat entitled, "Plot of house lots belonging to the Heirs of Hon. James Fenner Dec'd. Surveyed and Plotted Aug. 27, 1846 by Atwater & Schubarth", which plat is recorded in the office of the Recorder of Deeds in the City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card 37.

**25 Portland Street
Providence, Rhode Island
AP: 23 LOT: 27**

That certain lot or parcel of land, with all the buildings and improvements thereon, situated in the City of Providence, County of Providence and State of Rhode Island, laid out and designated as Lot No. 52 (FIFTY TWO) on that plat entitled, "PLAT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DEC'D, SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER & SCHUBARTH", which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card 37.

**23 Portland Street
Providence, Rhode Island
AP: 23 LOT: 28**

That certain lot or parcel of land, with all the buildings and improvements thereon, located on Portland Street, in the City of Providence, County of Providence and State of Rhode Island, bounded and described as follows:

Lot No. 53 (FIFTY THREE) on that plat entitled, "PLAT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DEC'D, SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER &

SCHUBARTH", which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card 37.

21 Portland Street
Providence, Rhode Island
AP: 23 LOT: 29

That certain lot or parcel of land, with all the buildings and improvements thereon, situated in the City of Providence, County of Providence and State of Rhode Island, laid out and designated as Lot No. 54 (FIFTY FOUR) on that plat entitled, "PLAT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DEC'D, SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER & SCHUBARTH", which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card 37.

Said lot is situated on the northerly side of Portland Street, easterly from Hayward Street, bounding northerly on Portland Street fifty (50) feet and holding that width extending southerly therefrom one hundred (100) feet, bounding easterly on land now or lately of John J. Hartigan, southerly on land now or lately of Lillian A. Morgan and westerly in part on land now or lately of Nancy Swan and in part on land now or lately of Albert W. Smith.

17 Portland Street
Providence, Rhode Island
AP: 23 LOT: 30

That certain lot or parcel of land, with all the buildings and improvements thereon, situated in the City of Providence, County of Providence and State of Rhode Island, being bounded and described as follows: Beginning at the southerly corner of Hayward Street and Portland Street; thence southeasterly bounding northeasterly on Portland Street fifty and fifteen one-hundredths (50.15) feet to a corner and land now or lately of Domenic Anzivino; thence southwesterly at an interior angle of ninety (90) degrees and bounding southeasterly on said Domenic Anzivino land fifty eight and ten one-hundredths (58.10) feet to a corner and land now or lately of Salvatore Monti; thence northwesterly at an interior angle of ninety (90) degrees and bounding southwesterly on said Salvatore Monti land a distance of fifty and fifteen one-hundredths (50.15) feet to a point in the southeasterly line of Hayward Street; thence northeasterly at an interior angle of ninety (90) degrees and bounding northwesterly along the southeasterly side of Hayward Street fifty eight and ten one-hundredths (58.10) feet to a point located at the southerly corner of said Hayward and Portland Streets and said point being the point and place of beginning. The last described line forms an interior angle of ninety (90) degrees with the first line described herein.

Being the same premises at one time conveyed to Harry J. Hall by deed from one William A. Parker dated July 6, 1936, which deed is recorded in the Records of Land Evidence of said City of Providence in Deed Book 819 at Page 170 and said parcel is otherwise and further described as the northeasterly portion of that lot of land laid out and delineated as Lot Lettered "D" on that plat entitled, "PARTITION PLAT IN EQUITY SUIT NO. 3429 MARY E. EVANS VS. MARK C. BENNETT, TRUSTEE AND GUARDIAN, ET AL., SUPERIOR COURT, PROVIDENCE COUNTY, SURVEYED AND DRAWN BY FRANK E. WATERMAN, MAY 1915", and recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 34 at Page 15 and (copy) on Plat Card 1021.

**28 Somerset Street
Providence, Rhode Island
AP: 23 LOT: 34**

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the northwesterly side of Somerset Street, in the City and County of Providence in the State of Rhode Island, laid out and delineated as Lot No. 68 (SIXTY EIGHT) on that plat entitled, "PLOT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DEC'D, SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER & SCHUBARTH", which plat is recorded with the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card 37.

**34 Somerset Street
Providence, Rhode Island
AP: 23 LOT: 35**

That certain lot of land, with all the buildings and improvements thereon, situated on the northeasterly side of Somerset Street, in the City and County of Providence in the State of Rhode Island, laid out and designated as Lot No. 69 (SIXTY NINE) on that plat entitled, "PLOT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DEC'D, SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER & SCHUBARTH", which plat is recorded with the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at Page 104 and (copy) on Plat Card 37.

**38 Somerset Street
Providence, Rhode Island
AP: 23 LOT: 883**

LOT A

That lot of land, with all buildings and improvements thereon, situated on the northeasterly side of Somerset Street in the City of Providence in the State of Rhode Island, laid out and delineated as Lot No. 70 (seventy) on that plat entitled, "Plot of House Lots belonging to the heirs of Hon. James Fenner dec'd surveyed and plotted Aug. 27, 1846 by Atwater & Schubarth" recorded in the office of the Recorder of Deeds in said Providence in Plat Book I at Page I 04 and (copy) on Plat Card No. 37.

Said lot bounds southwesterly on said Somerset Street fifty (50) feet, and holding that width extends northeasterly therefrom one hundred (100) feet, bounding northwesterly on land now or lately of Samuel D. Samson, and southeasterly in part on land now or lately of Isabella Davis and in part on land now or lately of Anna C. Nilson.

Being the same premises set out as the first parcel of land in that certain Warranty Deed dated May 1, 1958, and recorded in the Records of Land Evidence of the City of Providence in Deed book I 086 at page 197 and being the same premises previously referred to in a certain Warranty Deed dated January 22, 1957, and recorded in the Records of Land Evidence of said City of Providence in Deed Book I 060 at page 44.

LOT B

That certain parcel of land with all the buildings and improvements thereon situated on the northeasterly side of Somerset Street, in the City and County of Providence, in the State of Rhode Island about sixty (60) feet northerly from the corner of Pine Street, bounding westerly on Somerset Street on which it measures about forty (40) feet. and holding that width back easterly about eighty (80) feet, bounding northerly on land now or lately of Andrew R. Murphy et als, easterly on land now or lately of Isabella Davis Estate and southerly in part on said Davis Estate land and in part on land now or lately of said Murphy.

23 Taylor Street Providence, Rhode Island AP: 45/Lot(s): 228

That certain lot or parcel of land, with all buildings and improvements-thereon, situated on the westerly side of Taylor Street, in the City and County of Providence. State of Rhode Island, being more particularly described as follows:

Beginning at a point in the westerly line of said Taylor Street. Said point being fifty five and 15/100 (55.15) feet southerly of the southerly line of Harvard Street. Said point being the southeasterly corner of land now or formerly of the South Providence Revitalization Committee Inc., and the northeasterly corner of the herein described parcel:

Thence running southerly, bounded easterly by said Taylor Street, a distance of forty five and 15/100 (45.15) feet to a point:

Thence turning an interior angle 90°-00'-00" and running westerly, bounded southerly of land now or formerly of Robert Sullivan, a distance of eighty and 24/100 (80.24) feet to a point:

Thence turning an interior angle of 90°-00'-00" and running northerly, bounded westerly by land now or formerly of Prentiss McBride, a distance of forty five and 14/100 (45.14) feet to a Point:

Thence turning an interior angle of 90°-00'-00" and running Easterly, bounded northerly by said South Providence Revitalization Committee, Inc. land, a distance of eighty and 24/100 (80.24) feet to the point and place of beginning.

The first mentioned course and the last mentioned course form an interior angle of 90° -00' -00" by their intersection.

The herein described parcel contains 3,623 square feet or land more or less.

2 Harvard Street Providence, Rhode Island AP: 45/Lot(s): 229

That certain lot or Parcel of land with all buildings and improvements thereon, situated on the westerly side of Taylor Street and the southerly side of Harvard Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point of intersection of the westerly line of said Taylor Street and the southerly line of said Harvard Street. Said point being the northeasterly corner of the herein described parcel:

Thence running westerly, bounded northerly by said Harvard Street, a distance of eighty and 24/100 (80.24) feet to a point:

Thence turning an interior angle of 90°-00'-00" and running southerly, bounded westerly by land now or formerly of Prentiss McBride, a distance of fifty five and 15/100 (55.15) feet to a point:

Thence turning an interior angle of 90°-00'-00" and running easterly, bounded southerly by land now or formerly of South Providence Revitalization Committee. Inc., a distance of eighty and 24/100 (80.24) feet to a point;

Thence turning an interior angle of 90°-00'-00" and running northerly, bounded easterly by said Taylor Street, a distance of fifty five and 15/100 (55.15) feet to, the point and place of beginning.

The first mentioned course and the last mentioned course form an angle of 90°-00'-00" by their intersection. The herein described parcel contains 4,425 square feet of land plus or minus.

**14 Taylor Street
Providence, Rhode Island
AP: 45/Lot(s): 233**

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Taylor Street, in the City and County of Providence. State of Rhode Island, being ore particularly described as follows:

Beginning at a point in the easterly line of said Taylor Street. Said point being one hundred fourteen and 12/100 (114.12) feet northerly of the northerly line of Robinson Street. Said point being the northwesterly corner of land now or formerly of The City of Providence and is the southwestery comer of the herein described parcel:

Thence running northerly, bounded westerly by said Taylor Street, a distance of thirty eight and 51/100 (38.51) feet to a point:

Thence turning an interior angle of 90°-00'-00" and running easterly, bounded northerly by Catherine Wittum, a distance of one hundred twenty six and 33/100 (126.33) feet to a point:

Thence turning an interior angle of 78°-52' and running southwestery, bounded southeasterly by land now or formerly of Clarence L. Russ, a distance of thirty nine and 25/100 (39.25) feet to a point:

Thence turning an interior angle of 101 °-08' and running westerly, bounded southerly by said City of Providence land, a distance of one hundred eighteen and 75/100 (118.75) feet to the point and place of beginning.

The first mentioned course and the last mentioned course form an interior angle of 90°-00 by their intersection.

The herein described parcel contains 4,719 square feet of land more or less.

18 Taylor Street
Providence, Rhode Island
AP: 45/Lot(s): 235

That certain lot or Parcel of land, with all buildings and improvements thereon, situated on the easterly side of Taylor Street, in the City and County of Providence. State of Rhode Island, being more particularly described as follows:

Beginning at a point in the easterly line of said Taylor Street. Said point being seventy-seven and 12/100 (77.12) feet northerly of the northerly line of Robinson Street. Said point being the northwesterly corner of land now or formerly of The City of Providence and is the southwest corner of the herein described parcel;

Thence running northerly, bounded westerly by said Taylor Street, a distance of forty and 12/100 (40.12) feet to a point:

Thence turning an interior angle of 90°-00' and running easterly, bounded northerly by land now or formerly of South Providence Revitalization Committee, Inc., a distance of one hundred nineteen and 98/100 (119.98) feet to a point;

Thence turning an interior angle of 78°-52' and running southwesterly, bounded southeasterly by land now or formerly of Kenneth and Hulda D. Fontes, a distance of forty and 89/100 (40.89) feet to a point:

Thence turning an interior angle of 101°-08' and running westerly, bounded southerly by land now or formerly of The City of Providence, a distance of one hundred twelve and 08/100 (112.08) feet to the point and place of beginning.

The first mentioned course and the last mentioned course form an interior angle of 90°-00' by their intersection.

The herein described parcel contains 4,655 square feet of land more or less.

34 Taylor Street
Providence, Rhode Island
AP: 45/Lot(s): 238

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Taylor Street and the southerly side of Robinson Street, in the City and County of Providence. State of Rhode Island, being more particularly described as follows:

Beginning at a point of intersection of the easterly line of said Taylor Street with the southerly line of said Robinson Street. Said point being the northwesterly corner of the herein described parcel:

Thence running southerly, bounded westerly by said Taylor Street, a distance of forty and 12/100 (40.12) feet to a point:

Thence turning an interior angle of 90°00'-00" and running easterly, bounded southerly by land now or formerly of Audrey M. Green, a distance of eighty and 48/100 (80.48) feet to a point:

Thence turning an interior angle of $101^{\circ}-08'-12''$ and running northerly, bounded easterly by land now or formerly of King D. and Norma F. Stamps, a distance of forty and $89/100$ (40.89) feet to a point:

Thence turning an interior angle of $78^{\circ}-51'-48''$ and running westerly, bounded northerly by said Robinson Street, a distance of eighty eight and $89/100$ (88.39) feet to the point and place of beginning.

The first mentioned course and the last mentioned course form an interior angle of $90^{\circ}-00'-00''$ by their intersection.

The herein described parcel contains 3,420 square feet of land more or less.

22 Taylor Street
Providence, Rhode Island
AP: 45/Lot(s): 788

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Taylor Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point in the easterly line of Taylor Street. Said point being forty and $12/100$ (40.12) feet northerly of the northerly line of Robinson Street. Said point being the northwesterly corner of land now or formerly of C. Brown Realty Co., Inc. and the southwestery corner of the herein described parcel:

Thence running northerly bounded westerly by said Taylor Street a distance of forty and $12/100$ (40.12) feet to a point:

Thence turning an interior angle of $90^{\circ}-00'-00''$ and running easterly, bounded northerly by land now or formerly of the City of Providence, a distance of one hundred twelve and $08/100$ (112.08) feet to a point;

Thence turning an interior angle of $78^{\circ}-52'-00''$ and running southerly, bounded easterly by land now or formerly of Kenneth E. and Hula D. Fontes, a distance of forty and $89/100$ (40.89) feet to a point:

Thence turning an interior angle of $101^{\circ}-08'-00''$ and running westerly, bounded southerly by said C. Brown Realty Co. Inc. land, a distance of one hundred four and $18/100$ (104.18) feet to the point and place of beginning.

The first mentioned course and the last mentioned course form an interior angle of $90^{\circ}-00'-00''$ by their intersection.

The herein described parcel contains 4,338 square feet of land more or less.

6 Taylor Street
Providence, Rhode Island
AP: 45/Lot(s): 795

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Taylor Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point in the easterly line of said Taylor Street, said point being forty four and 29/100 (44.29) feet southerly the southerly line of Comstock Avenue. Said point being southwesterly corner of land now or formerly of Ernest McPherson and is the northwesterly corner of the herein described parcel:

Thence running easterly, bounded northerly by said McPherson land a distance of ninety five and 26/100 (95.26) feet to a point:

Thence turning an interior angle of $78^{\circ} -52' -00''$ and running southerly, bounded easterly by land now or formerly of Clarence Russ, a distance of thirty two and 29/100 (32.29) feet to a point.

Thence turning an interior angle of $111^{\circ} -01' -30''$ and running southwesterly, bounded southeasterly by Catherine Wittum, a distance of forty five and 75/100 (45.75) feet to a point:

Thence turning an interior angle of $170^{\circ} -06' -30''$ and running southwesterly, bounded southeasterly by Catherine Wittum, a distance of forty four and 00/100 (44.00) feet to a point:

Thence turning an interior angle of $90^{\circ} -00' -00''$ and running northerly, bounded westerly by said Taylor Street, a distance of thirty nine and 53/100 (39.53) feet to the point and place of beginning.

The first mentioned course and the last mentioned course form an interior angle of $90^{\circ} -00' -00''$ by their intersection.

The herein described parcel contains 3,411 square feet of land more or less.

8 Vine Street
Providence, Rhode Island
AP: 23/Lot 11

That lot of land, with all buildings and improvements thereon, situated on the southeasterly side of Vine Street in the said City of Providence, and is bounded and described as follows:

Beginning at the northerly corner of said lot, at a point in Vine Street, at the westerly corner of land now or lately of Bernard C. Roberts, said point being 63 feet southwesterly from the southwesterly line of Pearl Street, as measured along the southeasterly line of said Vine Street; thence southeasterly bounding northeasterly on said last named land forty (40) feet to land now or lately of Nishan Agajanian thence southwesterly bounding southeasterly on said last named land thirty-seven (37) feet to land now or formerly of Patrick T. Conley; thence northwesterly bounding southwesterly on said last named land forty (40) feet to Vine Street; thence northeasterly bounding northwesterly on Vine Street thirty-seven (37) feet to the point and place of beginning.

Said parcel is also designated as Lot 11 on Assessor's Plat 23.

224 Pearl Street
Providence, Rhode Island
AP: 23/Lot 10

A certain lot of land situated on Pearl Street on the southwesterly part of the said City of Providence and which is laid out and designated as lot number twenty-seven (27) on a plat of house lots made by the heirs of Hon. James Fenner deceased, surveyed and platted by Atwater & Schubarth and recorded in the Office of the Recorder of Deeds in said City of Providence in book number 1, page 104 of the Records of said City of Providence for recording plats, reference thereto being had.

Said parcel is also designated as Lot 10 on Assessor's Plat 23.

34 Hayward Street
Providence, RI 02907
AP: 23/Lot 743

That certain parcel of land, with all the buildings and improvements thereon, situated on the northeasterly side of Somerser Street, in the City and County of Providence in the State of Rhode Island, bounded and described as follows:

Beginning at the south corner of Hayward Street and Portland Street, thence southeasterly bounding northesterly on Portland Street, 50.15 feet to land now or lately of Ora V. and Mary C. Hollen; thence southwesterly at an interior angle of 90° with the last described line, 50.15 feet to Hayward Street; thence northesterly on Hayward Street, 58.10 feet to the point of beginning.