



## PETITION TO THE TOWN COUNCIL

To the Honorable Town Council of the Town of Bristol:  
The undersigned hereby respectfully requested of your  
Honorable Body that:

The Council extend the real estate tax exemption currently in place on 1020 Hope Street (Assessor's Plat 2, Lot 1), formerly known as the Benjamin Church Home For Aged Men and since 1972 the home of The Benjamin Church Senior Center.

In support of this Petition, the undersigned charitable trust owner of the subject property states that 1) it has recently acquired the property from the Bristol Housing Authority ("BHA") pursuant to the Superior Court Petition and Order attached hereto as Exhibits A and B; the property will continue to be leased to the Benjamin Church Senior Center under the Lease attached hereto as Exhibit C; and there will be no change of use since the Benjamin Church Senior Center will continue to use the property as a senior center for the elderly residents of the Town of Bristol under the terms of the Lease.

TOWN CLERK'S OFFICE  
BRISTOL, RHODE ISLAND  
2021 NOV 19 PM 3:10

BENJAMIN CHURCH TRUST FOR THE  
ELDERLY OF BRISTOL

### PLEASE NOTE:

Petition must be returned by 4:00 PM, two (2) Fridays prior to the Town Council meeting to appear on the docket of the meeting for review and possible action. It is Council policy that action may not be taken on petitions unless recommendations, if necessary, from appropriate departments are received prior to the Council meeting.

DATE RECEIVED: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

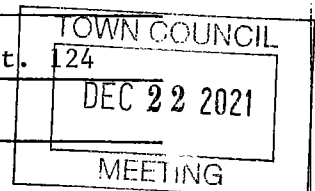
NAME: RALPH M. KINDER, TRUSTEE

ADDRESS: 300 Metro Center Blvd., Suite 150A

TOWN: Warwick, RI 02886

BUSINESS TEL. NO. 401-751-1500 ext. 124

RESIDENCE TEL. NO. 401-316-6383





## TOWN OF BRISTOL, RHODE ISLAND

### AUTHORIZATION FOR RELEASE OF INFORMATION

Town of Bristol records, including correspondence submitted by members of the public, are non-confidential and become part of the public record which is subject to public inspection pursuant to law. As such, all communications with the Town of Bristol and its employees become a matter of public record and are subject to state and federal regulations concerning public records. Additionally, any and all information and communications may be shared with other agencies as required by law or the nature of the information.

I, RALPH M, KINDER, TRUSTEE, have read the above and understand that the information I provide to the Town of Bristol is part of the public record. I further understand that anything that should be considered confidential will be so noted and will include an explanation as to why that information should not become part of the public record.

Furthermore, I agree to release, discharge, indemnify and hold harmless the Town of Bristol, its representatives and agents, from any and all liability, loss, damages, costs, expenses and claims whatever nature, which the Town of Bristol may hereafter incur, suffer, or sustain by reason of any matter or thing in connection with information I release to the Town of Bristol.

DATED THIS 12<sup>th</sup> DAY OF NOVEMBER, 20 21.  
[Signature] (Sign)

RALPH M, KINDER, CO-TRUSTEE (Print Name)  
of the Benjamin Church Trust For  
The Elderly of Bristol

Exhibit A

STATE OF RHODE ISLAND  
PROVIDENCE, SC

**Hearing Date:**      **July 12, 2021 at 9:30 AM**  
SUPERIOR COURT

In re: BENJAMIN CHURCH HOME FOR AGED      :      P.M. No. 2021-  
MEN TRUST and      :  
BRISTOL HOUSING AUTHORITY      :  
Petitioners      :

**PETITION FOR DEEDING OF PROPERTY AND RENAMING, REORGANIZATION  
OF TRUST**

By this Petition, Ralph M. Kinder, Palmer A. Beebe, III, and Emma D. Brown, in their capacity as Trustees of the Benjamin Church Home for Aged Men Trust (the "Trust") and M. Candace Pansa, Executive Director of the Bristol Housing Authority (the "Housing Authority") seek approval of this Honorable Court of the deeding of certain property from the Housing Authority to the Trust and of the renaming and reorganization of the Trust.

This Honorable Court has the jurisdiction to approve the requests herein pursuant to R.I.G.L. § 18-4-1 *Application of Cy Pres Doctrine* and pursuant to this Court's equity jurisdiction.

**Parties**

1.      Petitioner, Benjamin Church Home for Aged Men Trust (the "Trust"), is a Trust formed under the last will and testament of Benjamin Church (the "Will") dated March 27, 1900 and admitted to probate by the Probate Court for the Town of Bristol, Rhode Island on November 16, 1905. A copy of the Will is attached hereto as Exhibit A.

2.      As no gift has been found or alleged to be subject to a reversionary interest, no party other than those named has been joined in this Petition. As a courtesy, the Trust has provided

notice of the Petition to the Benjamin Church Senior Center through its President, Maria Doherty, and the Town of Bristol through its solicitor, Michael A. Ursillo, Esq. Further, a title examination of the subject property at 1020 Hope Street, Bristol, Rhode Island shows that there are certain liens or encumbrances recorded against the property and the lienholders shown thereon have been duly notified of this proceeding. A copy of the title commitment is attached hereto as Exhibit B.

### **Facts**

3. Under the SEVENTH Clause of the Will, a trust was established wherein the rest, residue and remainder of the estate of the late Benjamin Church was bequeathed to three trustees for the purpose of establishing a home for aged men, to be known as the "Benjamin Church Home for Aged Men, Bristol, RI" (the "Home").

4. Further, under the terms of the Trust, no person was to be admitted to the Home unless he was sixty (60) years old and born in Bristol, Rhode Island.

5. Pursuant to the terms of the Trust, the then acting trustees acquired, in 1907, a certain lot or parcel of land at the corner of Hope Street and Chestnut Street in the Town of Bristol for the purpose of establishing thereon the Home.

6. After the acquisition of the land, the Home was constructed and opened in March 1909.

7. The Home operated at that site until 1968 when because of monetary and physical limitations of the premises, the number of persons applying for admittance to the Home decreased. In order to keep the Home in operation, the trustees had to violate the terms of the Trust by admitting persons under the age of sixty (60) and also persons who were not born in Bristol, Rhode Island.

8. As a result, the then trustees felt that the continued operation of the Home in accordance with the specific provisions of the Trust was no longer possible or practical because:

- a. A steady decrease in the number of applicants for admittance to the Home;
- b. Unavailability of competent supervisory and custodial help; and
- c. General high cost of maintaining and operating the Home.

9. The then trustees filed a Cy Pres Complaint in Providence County Superior Court entitled *F. Reginald Dimond, Samuel J. Steen and William L. Serbst, Trustees under the Will of Benjamin Church v. Herbert F. DeSimone, in his capacity as Attorney General of the State of Rhode Island*, CA No. PC-1968-2276 (the "Complaint"). A copy of the Complaint is attached hereto as Exhibit C.

10. In the Complaint, the trustees asked the Attorney General to "apply the doctrine of *Cy Pres* in order that the Trust carry out as nearly as may be the general charitable purposes for which the Trust was established by the late Benjamin Church and to ensure that the Trust assets be forever protected for charitable purposes."

11. The substantive relief sought in the Complaint was:

"(2) A decree to be entered authorizing the complainants in their capacity as trustees under the last will and testament of Benjamin Church to convey without consideration to the Town of Bristol Housing Authority such portions of the real estate owned by the trustees as are necessary and desirable to provide a site for a housing complex for elderly persons, said conveyance to be on the express condition that said real estate shall be forever used for housing for the elderly and that the housing complex be named in honor of Benjamin Church.

(3) The trustees be authorized to devote the net income of the balance of the principal of the trust estate for the purpose of granting financial aid to aged and needy persons who are residents of the Town of Bristol either through direct grants to said aged and needy persons or otherwise for their benefit by granting financial aid to charitable organizations which service such aged and needy persons."

12. The Superior Court docket sheet for the Complaint sets forth that on February 13, 1969 a Decree was entered and on February 27, 1969 Judgment was entered. A copy of the Superior Court docket sheet is attached hereto as Exhibit D.

13. On March 5, 1969, the then trustees, pursuant to the Decree of the Superior Court dated February 13, 1969, executed a Trustees' Deed through which the Trust deeded that certain land at the corner of the Hope Street and Chestnut Street, Bristol, Rhode Island from the Trust to the Housing Authority. A copy of the Trustees' Deed is attached hereto as Exhibit E.

14. The Trustee's Deed set forth, in pertinent part, that the Housing Authority was:

"TO HAVE AND TO HOLD the aforesaid premises with all the privileges and appurtenances thereunto appertaining unto and to the use of the said Grantee, its successors and assigns, *forever* upon the condition that said real estate to be used as a site for housing for the elderly." (emphasis added)

15. The land deeded to the Housing Authority encompassed the building which had been utilized by the Trust as the Home.

16. In 1972, the Bristol Senior Center was incorporated as a non-profit corporation and was renamed as the Benjamin Church Senior Center on October 20, 1978 (the "Senior Center"). A copy of the Secretary of State Corporate Summary is attached hereto as Exhibit F.

17. The Senior Center operates from the historical building at 1020 Hope Street, Bristol, Rhode Island that was formerly the Home (the "Building") pursuant to a lease with the Housing Authority. The purpose of the Senior Center is the operation of a center for activities of seniors in Bristol, Rhode Island.

18. The most recent Lease Agreement between the Housing Authority and the Senior Center was a five (5) year lease from August 1, 2014 through July 31, 2019. A copy of the Lease Agreement is attached hereto as Exhibit G.

19. Paragraph 2 of the Lease Agreement, Premises and Term, sets forth in pertinent part:

"The Term shall automatically continue from year to year after the Initial term unless either Landlord or Tenant shall notify the other Party of its intentions to terminate this Lease at the expiration of the Initial Term or at the end of any succeeding year of the Term thereafter; such notice to be in writing and to be received by the other Party not less than 120 days prior to the end of the Initial Term or the end of any succeeding year of the Term thereafter, as applicable."

20. Pursuant to the terms of the Lease Agreement, a notice of termination was sent by the Housing Authority to the Senior Center on March 29, 2019. A copy of the notice of termination of the Lease Agreement is attached hereto as Exhibit H.

21. Since the deeding of the land pursuant to the Trustees' Deed, the Housing Authority has built and operated a federally funded housing complex adjacent to the land and Building occupied by the Senior Center.

22. The housing complex is for qualified-by-income elderly persons from Bristol ("Affordable Housing") and is subject to the rules and regulations of the United States Department of Housing and Urban Development ("HUD").

23. Through the years, the Senior Center has received funding for its programs and activities from the Town of Bristol with supplemental funding from the Trust.

24. The Trust has expended significant financial resources for the upkeep and maintenance of the Building which houses the Senior Center in addition to funding certain programs and activities offered by the Senior Center.

25. The Town of Bristol has historically provided the majority of funding for the Senior Center and staffed the Senior Center with town employees. This structure and the Town's funding of the Senior Center is evolving, whereby the Town is no longer providing employees directly to the Senior Center and funding for the Senior Center staff and certain other operations is now

through the Senior Center itself as funded annually by the Town and by other funding sources, including the Trust. The Town has recently threatened to divert funding from the Senior Center to municipal and other sourced staff and services.

26. Through the years, the Housing Authority maintenance department has provided, and continues to provide, non-housing-related services to the Senior Center such as plumbing and other property maintenance.

27. The Building occupied by the Senior Center is not strictly utilized as housing for the elderly as required in the Trustees' Deed dated March 5, 1969.

28. Changes of circumstances as set forth herein have rendered impracticable the condition precedent in the Trustees' Deed that the real property, including the Building, be forever be used as a site for housing for the elderly.

29. These circumstances as set forth herein have rendered the Housing Authority's continued ownership of the Building to be non-compliant.

30. The Trust agrees to accept the conveyance of the Building to the Trust from the Housing Authority.

31. HUD has approved the Housing Authority's request for transfer of the Building and adjacent land to the Trust as set forth in Exhibit I.

32. The present intention of the Trust is to keep the Senior Center operating in the Building for so long as the Senior Center is viable and adequately funded by the Town of Bristol and the Building remains viable as an adequate and safe center for the activities of Bristol's senior population.

33. If there is a change of circumstances which makes the maintenance and upkeep of the Building impracticable for the Trust, or the Building becomes obsolete for conducting senior

activities therein, or the Senior Center's funding from the Town is such that it is not economically feasible to operate the Senior Center from the Building, the Trust will need to sell the real property.

34. The Trustees would in such case utilize the proceeds of the sale of the real property and devote the net income and principal of the Trust estate for the purpose of granting financial assistance to aged and needy persons or charitable organizations which service aged and needy persons in Bristol, Rhode Island.

35. Although the proposed changes to the Trust technically do not comport with the literal language of Benjamin Church's Will, all purposes for which the real property was donated will not be changed as the Trust will continue to fund activities for the aged and needy residents of Bristol, Rhode Island.

36. The name of the Trust is not reflective of the current purpose of the Trust.

37. The relief sought in this Petition is consistent with the purpose and intent of the donor, Benjamin Church, as set forth by the terms of the instruments under which the grant of the real property was made.

38. By reason of the above, a judicial determination as to the Petitioners' ability to adopt and implement the resolutions is necessary so that Benjamin Church's donative intent is fulfilled, and the charitable purposes of the donor carried out.

WHEREFORE, your Petitioners respectfully request that this Court order:

1. The Trustees be authorized to rename the Trust the "Benjamin Church Trust for the Elderly of Bristol";
2. A Decree be entered authorizing the Housing Authority to convey the real property, as described in Exhibit J attached hereto, to the "Benjamin Church Trust for the Elderly of Bristol",

without restriction of use so long as the income or sale proceeds derived from said property are used for Trust purposes, namely for the purpose of granting financial aid to aged and needy persons who are residents of the Town of Bristol either through direct grants or otherwise for their benefit by granting financial aid to charitable organizations which service aged and needy persons in Bristol, Rhode Island; and

3. Such other and further relief as it shall deem appropriate under the circumstances.

Ralph M. Kinder, Palmer A. Beebe, III, and  
Emma D. Brown as Trustees of the  
Benjamin Church Home for Aged Men Trust  
By its Attorneys:

/s/ Gabriella G. Gaal  
Gabriella G. Gaal, Esq. #5659  
Gilstein, Kinder & Levin, LLP  
300 Metro Center Blvd., Suite 150A  
Warwick, RI 02886  
(401) 751-1500 ext. 119  
(401) 739-1932 (fax)  
ggaal@gklfirm.com

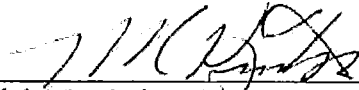
and

M. Candace Pansa, Executive Director  
Bristol Housing Authority,  
By its Attorneys:

/s/ Mary B. Shekarchi  
Mary B. Shekarchi, Esq. #4767  
33 College Hill Road, Suite #15E  
Warwick, RI 02886  
(401) 828-5030  
(401) 823-1400 (fax)  
MaryBali@aol.com

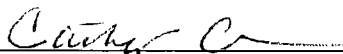
**VERIFICATION STATEMENT**

I, Ralph M. Kinder, Trustee of the Benjamin Church Home for Aged Men Trust, have read the within Petition and believe the assertions stated herein to be true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Ralph M. Kinder, Trustee

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

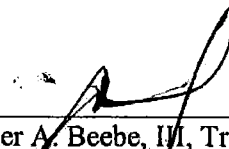
Subscribed and sworn to before me this 24<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CATHY A. BRIEN  
Notary Public, State of Rhode Island  
My Commission Expires July 29, 2025  
Commission # 1938

**VERIFICATION STATEMENT**

I, Palmer A. Beebe, III, Trustee of the Benjamin Church Home for Aged Men Trust, have read the within Petition and believe the assertions stated herein to be true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Palmer A. Beebe, III, Trustee

STATE OF RHODE ISLAND  
COUNTY OF Kent

Subscribed and sworn to before me this 25th day of May, 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 6.28.25

LYNN M.C. DELLA TORRE  
Notary Public, State of Rhode Island  
My Commission Expires June 28, 2025  
Commission # 4422

**VERIFICATION STATEMENT**

I, Emma D. Brown, Trustee of the Benjamin Church Home for Aged Men Trust, have read the within Petition and believe the assertions stated herein to be true and correct to the best of my knowledge and belief.

Emma D. Brown  
Emma D. Brown, Trustee

STATE OF RHODE ISLAND  
COUNTY OF Kent

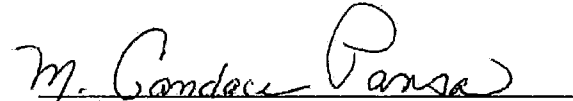
Subscribed and sworn to before me this 25th day of May, 2021.

Lynn M.C. Della Torre  
Notary Public  
My Commission Expires: 6.25.25

LYNN M.C. DELLA TORRE  
Notary Public, State of Rhode Island  
My Commission Expires June 28, 2025  
Commission # 4422

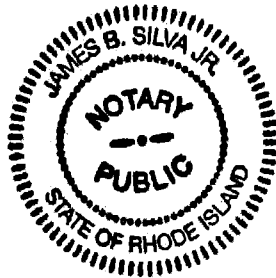
**VERIFICATION STATEMENT**

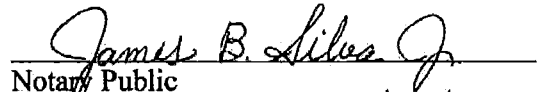
I, M. Candace Pansa, Executive Director of the Bristol Housing Authority, have read the within Petition and believe the assertions stated herein to be true and correct to the best of my knowledge and belief.

  
M. Candace Pansa

STATE OF RHODE ISLAND  
COUNTY OF Bristol

Subscribed and sworn to before me this 24<sup>th</sup> day of May, 2021.



  
Notary Public  
My Commission Expires: 12/09/2024

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

## **EXHIBIT A**

Know All Men by these Presents, That I Benjamin Church of the Town and County of Bristol in the State of Rhode Island, do make and publish this my last Will and Testament in manner following, that is to say.

I direct my Executors hereinafter named to pay my just debts as soon as may be after my decease.

First I give and bequeath to Martha A. Church, wife of Charles B. Church, of said Bristol the sum of six hundred dollars. To Have and to Hold the same to her the said Martha A. Church, her heirs executors administrators and assigns forever, for her and their own proper use.

Second, If my friend Charles M. Carter of said Bristol is living at my death then I bequeath and devise to my nephew Samuel B. Dimond, his heirs and assigns, I trust the sum of five thousand dollars, upon the following issue uses and trusts, that is to say the said Trustee shall take hold, and manage the said bequest, and shall from time to time, and as often as twice in every year, pay over the income and profits first deducting any necessary expenses attending thereto, to my said friend Charles M. Carter in person and upon his individual receipts, during his natural life, and upon the death of said Charles M. Carter, then the principal fund, devised in this clause, the income of which is to be paid to said Carter as aforesaid during his natural life, I direct that the principal fund shall pass and become a part of the rest and residue of my estate.

Third. I give devise and bequeath to my nephew Samuel B. Dimond, all my real estate situated on Appasaquash

Beck, Thames street, and Mount Hope farm in said Bristol.  
To Have and to Hold the same to him the said Samuel B. Di-  
mond his heirs executors administrators and assigns forever, for  
his and their own proper use.

Fourth I give devise and bequeath to my nephew Samuel W.  
Church es. son of James B. Church of said Bristol my house and  
lot situated on the easterly side of High street in said Bristol  
and known as the Ezekiah J. Putnam estate, To Have and to  
Hold the same to the said Samuel W. Church es. his heirs ex-  
ecutors administrators and assigns forever, for his and their own  
proper use.

Fifth. I give devise and bequeath to my niece Katherine  
Hilly of Everett in the State of Massachusetts, all my real estate  
situated on the Main road in said Bristol, that was formerly a  
part of the William Howe Church farm, To Have and to Hold the  
same to her the said, Katherine Hilly her heirs executors admini-  
strators and assigns forever for her and their own proper use.

Sixth. I give devise and bequeath to my brother Samuel W.  
Church, and my nephew Russell S. Church and my two sisters  
Sarah Ann Church and Eleanor D. Shum, wife of Charles D.  
Shum, all my undivided interest in my real estate situated on  
the southerly side of Bradford street in said Town of Bristol, and  
known as the Lindsey estate, share and share alike, To Have and  
to Hold the same to the said Samuel W. Church, Russell S.  
Church, Sarah Ann Church and Eleanor D. Shum their heirs  
executors administrators and assigns forever, for them and their  
own proper use.

Seventh, I hereby direct my executors hereinafter named

to pay over all the rest residue and remainder of all my estate real and personal of which I may die seized, whether in possession or right of possession to the trustees hereinafter named and for the purposes hereinafter set forth, whenever said trustees are ready to receive the same. I hereby appoint my nephews Samuel B. Dimond, Frank M. Dimond and Charles F. Dimond, all of said Bristol Trustees under this seventh clause of my will, and I give devise and bequeath to said trustees and their successors all the property of every description and nature, that will come under this clause to the use and in trust for the purpose of establishing a Home for Aged Men, to be known as the Benjamin Church Home for Aged Men Bristol R.I. in the event of a home being established previous to my death, I leave the matter to the trustees named herein or their successors and in their discretion, to devote the funds herein devised and bequeathed to the home for aged men first established in Bristol under and subject to such restrictions as they the said trustees or their successors may prescribe. Meaning and intending that all the property under this clause both principal and income shall be devoted and used by said trustees and their successors for the purchase of a lot, building, constructing new buildings, and for the maintenance of said home and the inmates thereof. If there be no such home established in Bristol at my decease, and the trustees herein named should establish a home under the title herein set forth. In that event, I hereby direct that said trustees shall see to it, that suitable rules, regulations and by laws are established, for the admittance of inmates to said home and for the purpose of governing the home and its financial affairs and the fee to be paid by each inmate before he is admitted, the only other qualifications which I desire to make are that no person shall be admitted to said home unless he has arrived at the age of sixty years and to be not more than 70 years of age.

Rhode Island.

Full power and authority are hereby given to said trustees and their successors to whomsoever for the time being shall be trustees whenever they shall deem it expedient so to do to sell and convey upon such terms and for such prices either at auction or private sale as they shall deem expedient any of the property held at any time in trust under this clause, and to invest the proceeds thereof after deducting the expenses attending such sales in such property as the trustees for the time being shall deem best.

If one of the trustees shall die, resign or decline to serve as such trustee, or removal from out of town, then in that event I empower the remaining trustees to appoint a trustee to fill such vacancy, and if necessary for the Supreme Court to approve of said appointment, that the expense attending the same shall be paid out of the trust fund created under this clause of my will.

I hereby nominate and appoint my said nephew Samuel B. Dimond, sole Executor of this my last Will and Testament, hereby ratifying and confirming the same and making null and void all other and former wills by me made.

In Testimony Whereof I have hereunto set my hand and seal at said Bristol this 27th day of March, in the year of our Lord one thousand nine hundred. (A.D. 1900)

Benjamin Church

Signed, sealed, published and declared by said Benjamin Church as and for his last will and testament, in our presence who have at his request and in his presence

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

## **EXHIBIT B**

# stewart title

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

*Paula M. Croul*

Authorized Countersignature

Stewart Title Guaranty Company  
Company Name

Lincoln, RI  
City, State

stewart  
title guaranty company



*F. H. Eppinger*  
Frederick H. Eppinger  
President and CEO

*Denise Carraus*  
Denise Carraus  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 1020HOPE

008-UN ALTA Commitment For Title Insurance 8-1-16

Page 1 of 7

AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I - Requirements;
  - (f) Schedule B, Part II - Exceptions; and
  - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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File No.: 1020HOPE

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AMERICAN  
LAND TITLE  
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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 1020HOPE

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AMERICAN  
LAND TITLE  
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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

**ISSUED BY  
STEWART TITLE GUARANTY COMPANY**

***Transaction Identification Data for reference only:***

Issuing Agent: **Stewart Title Guaranty Company**  
Commitment Number: **1020HOPE**  
Issuing Office File Number: **1020HOPE**  
Property Address: **1020 Hope Street, Bristol, RI 02809**

1. Commitment Date: **May 13, 2021 at 8:00 AM**

2. Policy to be issued:

(a) ☒ 2006 ALTA Owner's Policy

Proposed Insured: **Ralph M. Kinder, Palmer A. Beebek, III and  
Emma D. Brown, Trustees of the Benjamin  
Church Home for Aged Men Trust**

Proposed Policy Amount  
**\$TBD**

(b) 2006 ALTA Loan Policy

Proposed Insured: **TBD**

**\$650,000.00**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

**Town of Bristol Housing Authority by Deed recorded on March 24, 1969 in Book 171 at Page 852.**

5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof.**

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## **ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I**

**ISSUED BY  
STEWART TITLE GUARANTY COMPANY**

### **Requirements**

**File No. 1020HOPE**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Duly authorized and executed Mortgage from Ralph M. Kinder, Palmer A. Beebek, III and Emma D. Brown, Trustees of the Benjamin Church Home for Aged Men Trust in favor of TBD securing an insured loan in the amount of \$650,000.00.
5. Discharge or release of liens, mortgage(s) and/or encumbrances as set forth below:

**No open mortgages – please confirm.**
6. Agent to confirm the herein property description based on survey recorded as Hanging File 572.
7. Recording of a resolution required of the Town of Bristol Housing Authority authorizing the within transaction.
8. Court order permitting transfer of the subject property to the Proposed Insured as contemplated herein required.
9. HUD Declaration of Trust 172/1010 consent to transfer of Property required.
10. Receipt of a properly executed Modified Title Insurance Affidavit on this Company's form.

**The Company reserves the right to raise any such additional exceptions and/or requirements as it deems necessary upon receipt of the details of the transaction, its review of the closing documents, and changes in recording and title searching capabilities due to closures resulting from the COVID-19 virus.**

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## **ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### **Exceptions**

**File No.: 1020HOPE**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements not recorded in the Public Records.
4. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of the improvements.
5. Any lien, or right to a lien, for services, labor, material or equipment, heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
6. Taxes or assessments which are not recorded as existing liens in the Public Records.
7. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.
8. Easements recorded in Book 409 at Page 20 and in Book 490 at Page 19.
9. Historic District Commission Decision recorded in Book 1479 at Page 252.
10. Administrative Officer Decision recorded in Book 1482 at Page 248.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
EXHIBIT A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Legal Description**

ALL THAT CERTAIN LOT, or parcel of land, with the buildings and improvements thereon, situated on Hope Street, in the Town of Bristol, County of Bristol, State of Rhode Island, being bounded and described as follows:

BEING laid out and designated as Lot No. 1A (one-A) on that certain plat of land entitled: "A.P. 2, lots 1 & 2 HOPE STREET & CHESTNUT STREET BRISTOL, RHODE ISLAND", which said plat is recorded in the Bristol Land Evidence Records as Hanging File 572.

Property Address:  
(for reference purposes only)  
1020 Hope Street  
Bristol, RI

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 1020HOPE

008-UN ALTA Commitment For Title Insurance 8-1-16

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Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

## **EXHIBIT C**

STATE OF RHODE ISLAND

SUPERIOR COURT

PROVIDENCE, Sc.

05-0272493

F. REGINALD DIMOND, SAMUEL J. STEEN and WILLIAM L. SERBST, TRUSTEES UNDER THE WILL OF BENJAMIN CHURCH

vs

HERBERT F. DeSIMONE, in his capacity as Attorney General of the State of Rhode Island, et al

CIVIL ACTION, FILE NUMBER 68-2276

COMPLAINT

(1) This Complaint is brought against Herbert F. DeSimone, in his capacity as Attorney General of the State of Rhode Island, and Ezekiah W. Church, Elizabeth C. Chase, Eleanor Munro of Bristol, Rhode Island, Marion I. Walcott of East Providence, Rhode Island, F. Reginald Dimond of Barrington, Rhode Island, Samuel W. Church of Providence, Rhode Island, Stuart S. Bishop of Malden, Massachusetts, Elton Coggeshall of Needham, Massachusetts, Evangeline D. Standish of Spencer, Massachusetts, Priscilla C. Eales and Marjorie C. Bates of Holden, Massachusetts, Dorothea D. Libby of Sanford, Maine, and Royal Dimond of Pascoag, Rhode Island, heirs-at-law of Benjamin Church, late of the Town of Bristol, State of Rhode Island, and all other heirs-at-law of Benjamin Church who may be unknown.

(2) That your complainants, F. Reginald Dimond, Samuel J. Steen and William L. Serbst, are the duly acting and qualified successor trustees under that certain trust created under the SEVENTH Clause of the last will and

testament of the said Benjamin Church, which said will was admitted to probate by the Probate Court for the Town of Bristol on November 16, 1905. A copy of said will is attached hereto marked Exhibit A and made a part of this Complaint. *without  
husband*

(3) That under said will a trust was established in the SEVENTH Clause under the terms of which the rest, residue and remainder of the estate of the late Benjamin Church was bequeathed to three trustees for the purpose of establishing a home for aged men, to be known as the "Benjamin Church Home for Aged Men Bristol, R. I." *Adm*

(4) Further, under the terms of said trust, no person shall be admitted to said home unless he has arrived at the age of sixty (60) years and is a native born in Bristol, Rhode Island. *admit*

(5) Pursuant to the terms of said trust, the then acting trustees acquired, in the year 1907, a certain lot or parcel of land at the corner of Hope Street and Chestnut Street in the Town of Bristol for the purpose of establishing thereon a home for aged men. A description of said land as presently owned by the trustees is attached hereto and made a part of this Complaint. *with  
husband*

(6) After the acquisition of said land, the trustees commenced to have constructed a home for aged men, which said home opened for occupation in March of 1909. *w/k*

(7) Since its opening to the present time, the original trustees and their successors have operated and maintained a home for aged persons on said site. *w/k*

(8) Because of the monetary and physical limitations of said home at the present time, it is only possible to accommodate elderly persons who do not require nursing care, and because of the change in the social and economic patterns of our society over the past few years, the number of aged persons applying for admittance to the Benjamin Church Home for Aged Men has steadily decreased. In fact, in order to keep the home in operation, the trustees have had to violate the strict terms of the trust agreement by admitting persons under the age of sixty (60) years and also persons who are not native born of Bristol, Rhode Island. w/k

(9) The trustees have recently been informed that Samuel J. Sheen, the custodian and supervisor of the home, and his wife, who together have managed the home and have performed all custodial, maintenance and domestic duties required for the operation of the home for more than twenty-five (25) years, are being forced to retire due to advanced age and poor health. w/k

(10) The trustees have determined that the trust is not in a financial position to replace Mr. and Mrs. Sheen with qualified personnel who can carry out the necessary custodial, maintenance and domestic duties required in the operation of the home. w/k

(11) That the continued operation of the home in accordance with the specific provisions of the trust is no longer possible or practical because: w/k

(a) A steady decrease in the number of applicants for admittance to the home.

(b) Unavailability of competent supervisory and custodial help.

(c) General high cost of maintaining and operating the home.

(12) That under the SEVENTH Clause of the last will and testament of Benjamin Church, a general charitable intent to aid aged persons in the Town of Bristol was expressed, and in order to carry out and further said general charitable intent, the Court has jurisdiction over the disposition of the real estate and other assets held by the trust, and should apply the doctrine of cy pres in order to carry out as nearly as may be the general charitable purposes for which the trust was established by the late Benjamin Church and to insure that said trust assets be forever protected for such charitable purposes. WK

(13) That an effort has been made to determine the names and addresses of all the heirs-at-law of the said Benjamin Church, and upon information and belief all of the said heirs-at-law have been named as defendants in this cause. In the event, however, there are persons unknown and unascertained who are heirs-at-law of Benjamin Church or who are or may be interested in this cause, an order of notice should issue as prayed for below. WK

THEREFORE, your complainants pray that:

(1) This Honorable Court grant to the complainants an order that notice of the pendency of the Complaint be given to all persons known or unknown or who are or may be interested in this proceeding by publishing said notice at least twice in a newspaper published within the State of Rhode Island and, also, that said Honorable Court order such other notice as justice may require.

(2) A decree be entered authorizing the complainants in their capacity as trustees under the last will and testament of Benjamin Church to convey without consideration to the Town of Bristol Housing Authority such portions of the real estate owned by the trustees as are necessary and

desirable to provide a site for a housing complex for elderly persons, said conveyance to be on the express condition that said real estate shall be forever used for housing for the elderly and that the housing complex be named in honor of Benjamin Church.

(3) The trustees be authorized to devote the net income of the balance of the principal of the trust estate for the purpose of granting financial aid to aged and needy persons who are residents of the Town of Bristol either through direct grants to said aged and needy persons or otherwise for their benefit by granting financial aid to charitable organizations which service such aged and needy persons.

(4) The complainants have such other and further relief as may seem just and proper.

Joseph G. Kinder, Attorney  
for the Complainants

AFFIDAVIT

I, JOSEPH G. KINDER, on oath make affidavit and say that  
I know the contents hereof and that the statements herein contained  
are true according to the best of my knowledge, information and  
belief.

\_\_\_\_\_  
Joseph G. Kinder

Subscribed and sworn to before me this      day of May, A.D.

1968.

\_\_\_\_\_  
NOTARY PUBLIC

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

## **EXHIBIT D**

CIVIL ACTION

TITLE OF CASE

F. Reginald Dimond et als

vs

Herbert F. DeSimone, Attorney General

FILE NO.

68-2276

DEMAND FOR JURY TRIAL

ATTORNEYS FOR PLFF.

Joseph G. Kinder

ATTORNEYS FOR DEFT.

W. Slater Allen Jr. of  
 (Attorney General)

NO.	DATE	ENTRIES
1	5-24-68	Complaint filed
2	5-24-68	Order of Notice entered
3	5-24-68	Motion for appointment of Guardian Ad Litem and of Attorney to represent persons who may be in the Military Service
4	5-29-68	Answer filed.
5	6-6-68	Summons filed (6)
6	6-7-68	Answer of Eugene V. Higgins, Guardian Ad Litem and Attorney for Persons who may be in military service.
7	6-8-68	Summons filed
8	"	Affidavit filed
9	6-11-68	Summons filed
10	6-27-68	Stipulation. Appearance
11	6-27-68	Answer of Def. filed
12	1-17-69	Stipulation (2) assignment
dg	2-13-69	Perkins, J: Plaintiff's application for default judgment is granted, order to follow. Decree entered
dg 13	2-13-69	Decree entered
dg 14	2-13-69	Application for Default Judgment
15	2-27-69	as of 2/13/69 Judgment Perkins, J. Order entered Bk 4 364

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

## **EXHIBIT E**

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TRUSTEES' DEED

KNOW ALL MEN BY THESE PRESENTS, That we, F. Reginald Dimond, of East Providence, Rhode Island, Samuel J. Steen, formerly of the Town of Bristol and presently of Hampton, Georgia, and William L. Serbst, of the Town and County of Bristol, State of Rhode Island, Trustees under the last will and testament of Benjamin Church, formerly of said Town of Bristol, deceased, by virtue of and in exercise of the power and authority vested in us as such Trustees both under the last will and testament of Benjamin Church and by decree of the Superior Court of the State of Rhode Island dated February 13, 1969, and of every other power and authority us hereunto enabling, and for an in consideration of the sum of One Dollar (\$1.00) to us paid by the Town of Bristol Housing Authority (hereinafter called the "Grantee"), a Rhode Island corporation, the receipt whereof is hereby acknowledged, do hereby in our said capacity grant, bargain, sell and convey unto said Grantee, its successors and assigns, forever:

That tract of land, with all buildings and improvements thereon, situated on the easterly side of Hope Street (formerly Main Road) and the southerly side of Chestnut Street (formerly Malt House Lane) in the Town of Bristol in the State of Rhode Island, being bounded and described as follows:

Beginning at the southeasterly corner of Hope Street and Chestnut Street; thence easterly bounding northerly on Chestnut Street to land now or lately of St. Mary's Church; thence southerly bounding easterly on the last named land to a corner of land conveyed from George Andrews Moriarty to Louise Dittmora Moriarty by deed dated August 15, 1938 and recorded in the Records of Land Evidence in said Town of Bristol in Deed Book 108 at page 567 and that plat of land entitled, "The Louise D. Moriarty Plat, Bristol, Rhode Island April 1946 Joseph G. A. Riccio C.E.", recorded in said Records in Plat Book 1 at page 39; thence westerly bounding southerly on the last named land to a corner; thence southerly bounding easterly on the last named land to a corner; thence westerly bounding southerly on the last named land in part and in part on land now or lately of Dorothy Hennessey to a corner and land now or lately of George E. Porter; thence northerly bounding westerly on said Porter land in part and in part on land now or lately of Arthur P. Sousa and wife to the northeasterly corner of said Sousa land; thence westerly bounding southerly on

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said Sousa land to a corner and land now or lately of Matthew G. Perry; thence northerly bounding westerly on said Perry land to the northeasterly corner of said Perry land; thence westerly bounding southerly on said Perry land to a corner and land now or lately of Charles Correia and wife; thence northerly bounding westerly on said Correia land to the northeasterly corner of said Correia land; thence westerly bounding southerly on said Correia land to Hope Street; thence northerly bounding westerly on Hope Street to Chestnut Street and the point or place of beginning.

Said tract comprises the land conveyed from William Williams, Commissioner, to Samuel C. Dimond et als. Trustees under the will of Benjamin Church by deed dated April 13, 1908 and recorded in said Records in Deed Book 67 at page 53, except the portions of said land as were conveyed from the trustees under said will of Benjamin Church to John Porter by deed recorded in said Records in Deed Book 87 at page 214, to Charles V. Perry and Mary Isabel Perry by deed recorded in said Records in Deed Book 91 at page 78, and to Charles Correia and wife by deed recorded in said Records in Deed Book 122 at page 510, and excepting the portion thereof taken by the State of Rhode Island for the widening of Chestnut Street.

TO HAVE AND TO HOLD the aforesaid premises with all the privileges and appurtenances thereunto appertaining unto and to the use of the said Grantee, its successors and assigns, forever upon the condition that said real estate be used as a site for housing for the elderly.

And we, said F. Reginald Dimond, Samuel J. Steen and William L. Serbst, as such Trustees, for ourselves and for our successors, executors and administrators, do hereby covenant with said Grantee, its successors and assigns, that we, as such Trustees, have good right, full power and lawful authority to sell and convey the same in the manner aforesaid.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in our capacity as Trustees as aforesaid this 5th day of March, 1969.

Signed and sealed in presence of:

*F. Reginald Dimond*  
*Samuel J. Steen*  
*William L. Serbst*

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STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, In said County and State, this 17th day of April  
A. D. 1969, before me personally appeared the above named  
F. Reginald Dimond, to me known and known by me to be the person executing  
the foregoing instrument and he acknowledged said instrument by him executed  
to be his free act and deed as Trustee as aforesaid.

Burton J. Smith  
Notary Public  
for the State of Rhode Island

STATE OF GEORGIA  
COUNTY OF FULTON

In Norway, In said County and State, this 25th day of  
Feb A. D. 1969, before me personally appeared the above named Samuel J.  
Steen, to me known and known by me to be the person executing the foregoing  
instrument and he acknowledged said instrument by him executed to be his free  
act and deed as Trustee as aforesaid.

J. L. L. L.  
Notary Public  
for the State of Georgia

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Bristol, In said County and State, this 18th day of  
March A. D. 1969, before me personally appeared the above named William  
L. Serbst, to me known and known by me to be the person executing the fore-  
going instrument and he acknowledged said instrument by him executed to be  
his free act and deed as Trustee as aforesaid.

Mary E. Thayer  
Notary Public  
for the State of Rhode Island

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STATE OF GEORGIA }  
COUNTY OF FULTON } 351

I, BEN W. FORTSON, JR., Secretary of State of the State of Georgia, and officer designated by the Legislature of Georgia (Acts 1947, Amended, Acts 1949) as Custodian of the records of Notaries Public for and in the State at large, do hereby certify that Ben W. Fortson, Jr. by whom the foregoing acknowledgment was taken, and whose signature is subscribed thereto, was at the time of taking the same a Notary Public in and for the State of Georgia, duly commissioned and sworn and authorized by the laws of said State to take proof of acknowledgment of deeds and other instruments in writing to be recorded in said State, and to administer oaths or affirmations in said State and that I am well acquainted with his handwriting and verily believe that the signature to the foregoing certificate is genuine. I further certify that the laws of the State of Georgia do not require the impression of the seal of a Notary Public to be filed in this or any other office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my  
official seal, this 27th day of February 1969.  
*Ben W. Fortson, Jr.*  
Secretary of State of the State of Georgia.

Recorded MAR 24 1969 at 3:54 P.M.  
*Anthony J. [Signature]* Town Clerk

855 1/2

April 11, 1968

At a meeting of the Trustees of the Benjamin Church Home for Aged in Bristol as of the above date, Samuel Stoen was elected Secretary pro tempore.

With a full Board present, William L. Serbet, M.D. was elected to the Board to fill a vacancy caused by the death of Charles F. Dimond; and was sworn in by Judge F. A. Bruno.

There being no further business the meeting was adjourned.

*William L. Serbet*  
Trustee  
*Samuel Stoen*  
Trustee

I hereby certify this to be a true copy of the minutes of a meeting held by the Board of Trustees of the Benjamin Church Home for Aged on April 11, 1968.

Recorded MAR 24 1969 3:56 P.M.  
*Anthony J. Dimond* Town Clerk

*Samuel Stoen*  
Secretary Pro tempore

855 1/2

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

## **EXHIBIT F**



Rhode Island Department of State  
**Nellie M. Gorbea**  
Secretary of State

[HOME](#) [BUSINESS SERVICES](#) [ELECTIONS](#) [CIVICS AND EDUCATION](#)

## Entity Summary

ID Number: 000044370

[Request certificate](#)

[New search](#)

Summary for: **BENJAMIN CHURCH SENIOR CENTER**

<b>The exact name of the Domestic Non-Profit Corporation:</b> BENJAMIN CHURCH SENIOR CENTER		
<b>The name was changed from:</b> Bristol Senior Center on 10-20-1978		
<b>Entity type:</b> Domestic Non-Profit Corporation		
<b>Identification Number:</b> 000044370		
<b>Date of Incorporation in Rhode Island:</b> 06-30-1972 <b>Effective Date:</b> 06-30-1972		
<b>The location of the Principal Office:</b>		
Address: 1020 HOPE STREET		
City or Town, State, Zip, Country: BRISTOL, RI 02809 USA		
<b>Agent Resigned:</b> N <b>Address Maintained:</b> Y		
<b>The name and address of the Registered Agent:</b>		
Name: RALPH M. KINDER, ESQ.		
Address: 155 SOUTH MAIN STREET, SUITE 203		
City or Town, State, Zip, Country: PROVIDENCE, RI 02903 USA		
<b>The Officers and Directors of the Corporation:</b>		
Title	Individual Name	Address
PRESIDENT	MARIA DOHERTY	21 GREEN WAY DRIVE BRISTOL, RI 02809 USA
DIRECTOR	MARIE MANCHESTER	1014 HOPE STREET BRISTOL, RI 02809 USA
<b>Purpose:</b>		
CHARITABLE AND EDUCATIONAL PURPOSES TITLE: 7-6		
<b>North American Industry Classification System Code(NAICS):</b>		
813990 Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)		
<b>View filings for this business entity:</b>		
ALL FILINGS Annual Report Annual Report - Amended Annual Report - Reinstatement Annual Reports - Prior to 2006		
<a href="#">Click here to access 2006 and 2007 annual reports filed prior to July 25, 2007. The corporate ID is required.</a>		
<a href="#">View filings</a>		

[New search](#)

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

# **EXHIBIT G**

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into on the Date of Lease set forth below, effective as of the Commencement Date set forth below, among the parties and upon the terms and conditions set forth below.

### 1. Definitions and Information.

1.1 "Date of Lease": \_\_\_\_\_, 2014.

#### 1.2 The "Parties":

a. "Landlord": The Town of Bristol Housing Authority, a Rhode Island housing authority, with offices at 1014 Hope Street, Bristol, RI 02809.

b. "Tenant": Benjamin Church Senior Center, Inc., a Rhode Island non-profit corporation, with offices at 1020 Hope Street, Bristol, RI 02809.

c. "Town": The Town of Bristol, Rhode Island, with offices c/o The Honorable Antonio A. Texeira, Town Administrator, 10 Court Street, Bristol, RI 02809.

1.3 The "Trust": The trust created under the will of Benjamin Church which was admitted to probate in Bristol on November 16, 1905.

1.4 The "Building": The historic building at 1020 Hope Street, Bristol, RI, presently occupied by Tenant under a prior lease.

1.5 The "Premises": The entire Building, the driveways and parking areas and the land presently leased to Tenant as stated above.

1.6 The "Initial Term": Five (5) years from the "Commencement Date" of August 1, 2014 through July 31, 2019.

1.7 The "Term": The Initial Term and the continued term as provided in section 2 below.

1.8 The "Purpose": The operation of a center for activities of seniors and allied uses.

1.9 "Rental": Throughout the Term, the annual rent shall be One (\$1.00) Dollar, payable on the first day of each fiscal year of the Term.

1.10 The Parties acknowledge that Landlord operates a federally funded housing authority adjacent to the Premises for elderly and other qualified persons from Bristol and is subject to the rules and regulations of the United States Department of Housing and Urban Development; and that it thus has no funding available for operating or maintaining the Premises. Further, the Rentals to be paid by Tenant under this Lease do not provide any funds for such operation or maintenance. Accordingly, Tenant and the Town have agreed to the provisions hereof applicable to Landlord's limited obligations under this Lease.

2. **Premises and Term.** Landlord, in consideration of the rents and agreements to be paid, kept and performed by Tenant as herein provided, hereby leases to Tenant the Premises for the Term and Tenant hereby leases the same from Landlord, upon the terms and conditions hereof. The Term shall automatically continue from year to year after the Initial Term unless either Landlord or Tenant shall notify the other Party of its intention to terminate this Lease at the expiration of the Initial Term or at the end of any succeeding year of the Term thereafter; such notice to be in writing and to be received by the other Party not less than 120 days prior to the end of the Initial Term or the end of any succeeding year of the Term thereafter, as applicable.

3. **Condition of Premises.** Tenant is accepting the Premises "as is" and "with all faults", having had adequate opportunity to inspect the same. Tenant acknowledges and agrees that no representations or promises with respect to the Premises or the Building have been made by Landlord prior to the execution of this Lease. The continued possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises and the Building and grounds were in satisfactory condition at the time of the execution of this Lease.

4. **Purpose.** The Premises shall be used solely for the Purpose set forth above and not for any unlawful purpose. Any use of the Premises in violation of this provision may be enjoined by Landlord without prejudice to any other remedy therefor.

5. **Rentals.** Tenant shall pay Rentals during the applicable periods and at the annual rates set forth in subsection 1.9 above.

6. **Utilities.**

6.1 Tenant shall pay for such water as is required for the Premises and sewer charges based thereon. Such utilities shall be charged directly to Tenant by the providing authorities thereof and paid by Tenant directly to such providers.

6.2 Tenant shall obtain, be invoiced for and pay directly to the suppliers thereof the costs of all other utilities used in respect to the Premises, including gas or oil for heating and electricity for lighting, operation of office equipment and operation of the heating, ventilating and air conditioning system (the "HVAC System") for the Building.

6.3 Landlord shall not be responsible for the failure of delivery of any of the utilities to which reference is made above in this section 6, if a result of factors beyond Landlord's control; and in no event shall Landlord be liable for any indirect or consequential damages for such failure, whether or not due to Landlord's fault or negligence.

7. **Landlord's Expenses.**

7.1 Landlord's obligations under this Lease are subject to the condition that there shall be no real estate taxes or special assessments of any kind levied against the Premises, including any imposed by any governmental tax authority in addition to, in lieu of or as a substitute for real estate taxes or any taxes hereafter imposed upon Landlord for the payment and/or receipt of rent. Should at any time in the future there be any such taxes, either Tenant

shall pay the amount thereof to Landlord upon demand; or, if Tenant declines or fails to do so, Landlord may terminate this Lease as provided below in section 18.

7.2 Landlord shall maintain insurance of the kind normally carried by owners of similar properties to the Premises, including property, casualty and liability insurance; such property insurance to be in an amount of coverage as may be determined by Landlord and such liability insurance to be in amounts of coverage as shall be determined by Landlord but not less than \$2,000,000 combined single limit. The Town agrees to reimburse Landlord for all of the cost of any such insurance forthwith upon receipt from Landlord of a copy of the invoice or invoices to Landlord for the cost thereof.

7.3 Landlord agrees that so long as it has maintenance personnel and the necessary equipment it shall provide for Tenant such snow plowing, trash removal and landscaping, including lawn care and tree trimming, as is required for the Premises.

7.4 Amounts due to be paid by Tenant or by the Town under this section 7 shall be in the nature of rent due from Tenant for the purpose of determining Landlord's rights in respect thereto.

8. **Parking.** Tenant shall have the exclusive right to the use of the parking areas of the Premises for its employees and invitees.

9. **Maintenance, Repairs and Replacements.** Tenant acknowledges that in consideration of the nominal amount of Rental to be paid by it hereunder it has agreed that Landlord need bear no expenses in respect to the maintenance, repair and/or replacement of portions of the Building, the HVAC System, the electrical and plumbing and any other building systems and equipment. Accordingly, Tenant agrees that it shall at all times and at its own cost and expense maintain and keep in good order and repair the structural elements of, exterior and interior of the Building and the parking areas and shall similarly maintain the HVAC system and all other building systems and all fixtures, piping, equipment and apparatus of every kind, nature and description, including the replacement of integral parts or the totality thereof. Furthermore, Tenant shall: provide its own janitorial services; clean all windows and other glass areas; replace damaged glass in windows and doors; replace all light bulbs, tubes and ballasts; and keep clean the interior of the Building. Tenant shall not permit any waste or injury to the Premises; shall keep the Premises free from any and all objectionable nuisance, rodents, insects, noise, odors, rubbish and debris; shall comply with and observe all statutes, ordinances, regulations, orders and or decrees of the federal, state and municipal governments or any departments, bureaus or agencies thereof including, in particular, without limiting the generality of the foregoing, the Americans with Disabilities Act, the Occupational Safety and Health Act and all environmental laws and regulations; shall comply with and observe any directions of any Insurance Inspection or Rating Bureau in any way affecting the use and maintenance of the Premises or any machinery or equipment therein, whether now in force or which may in the future be promulgated; shall indemnify and hold Landlord harmless on account of any loss, cost, damage or liability, including attorneys' fees incurred by Landlord in such respect, resulting from the violation by Tenant of any such statute, ordinance, regulation, order, decree or direction based or in any way arising out of the use and occupancy of the Premises by Tenant; shall not store any merchandise nor do or permit to be done any act or thing in the Premises which may make void or voidable or increase the rate of premium of any insurance on the Premises or the Building or of Landlord against fire or other casualty; shall not make any alterations in or on the Premises

without the prior written consent of Landlord and, if such consent be granted, any such alteration shall be made in accordance with all applicable federal, state and municipal laws, rules and regulations; and, at the expiration or other termination of this Lease, shall remove from the Premises all goods and effects and peaceably and quietly surrender to Landlord possession of the Premises and of all erections and additions made to the same, broom clean and in good repair, order and condition and in compliance with the provisions of this Lease in all respects.

10. **Quiet Enjoyment.** Tenant paying the Rental and performing all of the covenants, terms and conditions in this Lease contained to be performed by Tenant may peacefully hold and enjoy the Premises during the Term without any lawful let or hindrance by Landlord or any person claiming by, through or under Landlord.

11. **Property Loss or Damage.** All merchandise, furniture and property of any kind, nature and description, belonging to Tenant or any person claiming by, through or under Tenant, which may be in, on or about the Premises during the continuance of this Lease, or any extension hereof, is to be at the sole risk and hazard of Tenant; and if the whole or any part thereof shall be destroyed or damaged by fire, water, steam, smoke, by the leakage or bursting of water pipes, or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by Landlord in any case whatsoever.

12. **Indemnity and Insurance.** Tenant agrees to save Landlord harmless from, and indemnify Landlord against any and all claim or claims of injury, loss or damage of whatever nature, to persons or property arising out of the use or occupancy of the Premises, or out of any act, omission or negligence of Tenant or anyone claiming under Tenant, including attorneys' fees incurred by Landlord in respect to the same. Tenant will maintain general comprehensive public liability insurance naming Landlord as an insured party, with respect to the Premises and their appurtenances, issued by insurance companies authorized to do business in Rhode Island, with a waiver of subrogation provision, in amounts not less than Two Million (\$2,000,000) Dollars, combined single limit. Tenant shall deliver to Landlord certificates of such insurance certifying that the same is in full force and effect from time to time, but not less often than annually.

13. **Fire and Casualty.** In case the Premises or the Building shall be substantially destroyed or damaged by fire or other casualty, this Lease may be terminated at the election of either party upon written notice given not more than 30 days after such casualty; but if not so terminated, this Lease shall continue in full force and effect under its terms.

14. **Condemnation.** If the whole or any material part of the Building or any interest therein shall be taken or condemned by or sold as a result of condemnation proceedings to any competent authority for any public or quasi-public use or purpose, the Term shall cease and terminate on the date when the possession of the part or interest so taken shall be required for such use or purpose or on the date of such sale, taking or condemnation (at Landlord's option) and without apportionment of the award, it being agreed that Landlord shall be entitled to the entire amount of the award. If a part of the Building or parking area is so taken and if Tenant can, without necessity of any repairing or alteration by Landlord, carry on Tenant's business, this Lease shall continue.

15. **Landlord's Right to Pay Money to Effect Performance.** If Tenant at any time, or from time to time shall fail to perform any of the covenants, terms and conditions of this Lease to be performed on the part of Tenant, Landlord may immediately, or at any time thereafter without

notice, perform the same for the account of Tenant, and in any such event, any monies paid by Landlord for such purpose shall be deemed to be additional rent due hereunder and shall be payable forthwith to Landlord upon rendition of an invoice therefor.

16. **No Waiver.** The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant, term or condition of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent, with knowledge of the breach of any such covenant, term or condition, shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No act or thing done or allowed by Landlord, or Landlord's servants and agents, shall constitute an eviction by Landlord, nor shall it be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing, signed by Landlord. The various rights, powers and remedies of Landlord herein contained shall not be considered as exclusive of, but shall be considered cumulative to any of the rights, powers and remedies now or hereafter existing at law, in equity, by statute or by contract between said parties.

17. **Assignment.** Tenant shall not assign, mortgage, pledge or otherwise encumber this Lease or Tenant's interest herein, or sublet the whole or any part of the Premises, without previously obtaining on each occasion the consent in writing of Landlord. In case of any such authorized assignment or subletting, the assignee or subtenant shall assume in writing to Landlord the performance and observance of all the covenants, terms and conditions in this Lease contained, to be kept and performed on the part of Tenant, and such writing of assumption shall be delivered to Landlord simultaneously with said assignment. In the event of any such assignment or subletting, notwithstanding any assumption thereof by the assignee or subtenant, Tenant shall remain primarily liable for the performance of all of the covenants, terms and conditions hereof.

18. **Defaults of Tenant and Remedies of Landlord.** In case of failure on the part of Tenant to pay the rent and all other charges herein provided when the same shall become due and payable (and it shall not be required that any demand shall be made for the same); or in case Tenant shall neglect or fail to perform or observe any of the other covenants, terms or conditions imposed upon Tenant by this Lease and fail to remedy and/or remove said breach within ten (10) days of the receipt of notice thereof from Landlord (if said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said ten (10) day period and if Tenant shall not have diligently commenced during such ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default); or in the event that Tenant makes an Assignment for the benefit of creditors; or a petition is filed by or against Tenant to adjudicate it a bankrupt; or a debtor, reorganization, arrangement or similar petition or proceeding be filed by or against Tenant under any chapter or provision of the Bankruptcy Act; or in the event a receiver is appointed or regulatory body assumes control over the assets or business of Tenant; or Tenant's leasehold interest shall be attached or levied upon, and such petition, receivership, attachment or levy is not vacated, withdrawn and/or removed within thirty (30) days thereafter; or if the Premises shall be deserted or vacated for a period of twenty (20) days or more; or if Landlord has the right to terminate this Lease pursuant to subsection 7.1 above or section 20 below; then in any of the above cases it shall be lawful for Landlord thereupon, or at any time thereafter at its option, and notwithstanding any waiver of any prior breach of any covenant, term or condition, to enter into

and upon the Premises or any part thereof in the name of the whole, by force or otherwise, and repossess the same as of its former estate, and to expel Tenant and those claiming by, through or under Tenant, and remove Tenant's effects (forcibly if necessary) without being guilty of any manner of trespass (or Landlord may send written notice to Tenant of the termination of this Lease), and upon entry as aforesaid (or in the event that Landlord shall send to Tenant notice of termination as above provided, on the fifth day next following the date of the sending of the notice) the term of this Lease shall terminate, provided that Landlord shall not be deemed to have accepted a surrender thereof. In any such event, Tenant shall indemnify and hold harmless Landlord against all loss of rent or other payments due hereunder or which Landlord may suffer by reason of such termination, including damages for anticipatory breach. At the time of the termination or at any time thereafter, Landlord may rent the Premises, and for a term which may expire after the expiration of the term of this Lease without releasing Tenant from any liability whatsoever. Tenant shall be liable for any reasonable expenses incurred by Landlord in connection with obtaining possession of the Premises, with removing from the Premises property of Tenant and persons claiming under Tenant (including warehouse charges), with putting the Premises into good condition for reletting, and with any reletting, including, but without limitation, any differences in the rent to be paid, attorneys' fees and brokers' fees; and any monies collected from any reletting shall be applied first to the foregoing expenses and then to the payment of rent and all other payments due from Tenant to Landlord. Further, Tenant shall be responsible for any collection and/or reasonable attorneys' fees and expenses incurred by Landlord for enforcing its rights hereunder, including such expenses incurred in respect to any bankruptcy, receivership or other insolvency proceeding relating to Tenant. All monies overdue under this Lease shall bear interest at the rate of .057% per day until paid in full, which interest shall commence to be due on any due date regardless of any grace period granted hereunder. This Lease shall not continue for the benefit of any Assignee for the Benefit of Creditors, Receiver or attaching creditors.

19. **Access to Premises.** Landlord and Landlord's employees and agents shall have the right to enter upon the Premises or any part thereof, without charge, at all reasonable times to inspect the same.

20. **Other Obligations of the Town and other Termination Rights of Landlord.**

20.1 Heretofore, the Town has provided to Tenant and/or paid directly and/or paid on Tenant's behalf the cost of salaries for Tenant's personnel, electricity, telephone, water, heat, supplies, fire safety expenses, the cost of operation of one or more vehicles and the cost of Tenant's programs, as well as some miscellaneous expenses. The Town covenants with Landlord that it shall continue to bear such expenses in general in order that Tenant may successfully operate in the Premises. However, should the Town desire to cease such funding and the funding of the cost of Landlord's insurance as provided above in subsection 7.2, it may do so so long as it provides written notice of such intention to Landlord stating the date when it shall cease to bear any or all of such expenses, which date may not be less than six months after the date of the giving of such notice. Upon receipt of such notice, Landlord shall have the right to terminate this Lease effective immediately or at any time during such six month period.

20.2 In the past, the Trust has provided to or for Tenant funds for its expenses, including maintenance and restoration of the Premises. The Trust may continue to do so but is not obligated to do so to Tenant or Landlord. The Town may also fund such maintenance and restoration expenses but it is not obligated to do so hereunder or otherwise. From time to time

Tenant has and may in the future obtain grants for expenses such as repairs and restorations of the Premises. Should Tenant hereafter be obligated to effect repairs, restorations and/or replacements and it be unable to obtain funding from the Trust, the Town and/or grant funds, it shall so advise Landlord in writing and thereupon Landlord shall have the right to terminate this Lease forthwith or within a reasonable time thereafter by written notice to Tenant and the Town.

20.3 At such times as Town (including its agencies, departments and offices funded by the federal government) occupies any portion of the Premises as a subtenant of Tenant, it agrees to be responsible to Landlord under the provisions of this Lease, as if it were a direct tenant, in all respects other than the payment of Rentals, in respect only to the occupied space.

21. **Notice.** All notices and other communications required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, to the Parties at their addresses set forth above.

22. **Parties and Definitions.** The terms Landlord and Tenant wherever used in this Lease shall include the successors and permitted assigns of the Parties. All of the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of such successors and permitted assigns in the same manner as if they were expressly mentioned herein as parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

By: *M. Condor*  
Executive Director

The Town of Bristol Housing Authority

By: *John E. Faria*  
Chairman, Board of Commissioners

Benjamin Church Senior Center, Inc.

By: *Josephine J. Alves*  
President, Board of Directors  
*In my capacity as president, Board of Directors*

By: *Maria L. Usami*  
Executive Director

The Town of Bristol

By: *Thomas L. Teixeira*  
Town Administrator

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

## **EXHIBIT H**

Apr. 1. 2019 11:49AM

No. 0595 P. 1



## Bristol Housing Authority

1014 Hope Street, Bristol, RI 02809  
401.253-4464 FAX 401.253.9249  
M. Candace Pansa, Executive Director

### Board of Commissioners

John F. Faria, Chairman  
Domenic C. Canina, Vice Chairman  
Manuel N. Cotta, Jr.  
Patricia A. Sardinha  
Raymond C. Cordastro

March 29, 2019

Maria Ursini, Executive Director  
Benjamin Church Senior Center, Inc.  
1020 Hope Street  
Bristol, RI 02809

Dear Maria,

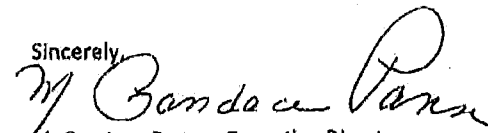
The Bristol Housing Authority, Landlord remains grateful to the Benjamin Church Senior Center, Inc., Tenant for your years of service to the elders in our community. We are pleased that we have worked together successfully for many years.

Unfortunately, due to HUD budget reductions and increasing repairs needed to this building, we are unable to renew the Lease. This letter therefore serves as our (Landlord's) 120-day Notice to you (Tenant) of our intent to Terminate our Lease at the expiration of its initial term, which is July 31, 2019.

We sincerely appreciate all that you have done and continue to do for our community. We are happy to work with you to ease this transition, including if you need to remain as Tenant for a short time after July 31, 2019, on a month-to-month basis. We will continue to support the Senior Center as much as we can, but it is clear neither Landlord nor Tenant has the budget to maintain this building as it needs.

Please contact me at your soonest convenience so we may discuss mutually-agreeable next steps. My direct line is 253-4464, extension 14. I look forward to continuing to work together to ensure a successful transition. We truly want our partnership with the Senior Center to continue and be as strong as ever.

Sincerely,

  
M. Candace Pansa, Executive Director  
Bristol Housing Authority

cc: Maria Doherty, President Board of Directors  
John Faria, Chairman of the Board Bristol Housing Authority

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

# **EXHIBIT I**



OFFICE OF PUBLIC AND INDIAN HOUSING

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

Special Applications Center  
77 W. Jackson Blvd., Room 2401  
Chicago, Illinois 60604-3507  
Phone: (312) 353-6236 Fax: (312) 886-6413

April 8, 2021

Ms. Candace Pansa  
Executive Director  
Bristol Housing Authority  
1014 Hope Street  
Bristol, RI 02809-1139

Dear Ms. Pansa:

The Special Applications Center (SAC) of the U.S. Department of Housing and Urban Development (HUD) has reviewed the Bristol Housing Authority's (BHA) application for the disposition of 1 non-dwelling building and 3.3 acres of vacant land (the property). This property was developed, acquired, or assisted by BHA with funds under the U.S. Housing Act of 1937 (the Act) and is under Benjamin Church Manor, RI019000001 in HUD's Inventory Management System/Public and Indian Housing Information Center (IMS/PIC) system. HUD received this application as DDA0010605 on December 12, 2020 via the IMS/PIC system. In accordance with 24 CFR 970.9(a)(17), supplemental information was received through April 8, 2021.

**Environmental Review**

The RE made a determination that the project or activity converted to exempt under 24 CFR 58.34(a)(12), because the project or activity is categorically excluded under 24 CFR 58.35(a) and there are no circumstances requiring compliance with any of the related federal environmental laws and authorities at Part 58.5. The HUD Boston Field Office of Public Housing (Field Office) accepts this determination.

**PHA Plan**

BHA is a Qualified PHA, and therefore is not required to submit an Annual Plan to HUD. As part of the application, and pursuant to 24 CFR part 903, BHA certified that it discussed the proposed disposition at its annual public hearing (or in a subsequent hearing).

**Previous Removals at the Development**

BHA has not received any previous HUD approvals for removing property from the development.

**Proposed Removal Action**

BHA proposes the disposition of 3.3 acres of vacant land and 1 non-dwelling building at the property. Details of the proposed disposition are as follows:

Visit our World Wide Web Site <http://www.hud.gov/offices/pih/centers/sac/>

Benjamin Church Manor, RI019000001	
Number of Non-Dwelling Buildings Existing	1
Number of Non-Dwelling Buildings Proposed	1
Existing Land	11.01 Acres
Proposed Land	3.3 Acres

#### **Disposition Justification, Method of Disposition and Commensurate Public Benefit**

BHA's justified the disposition of the vacant property in accordance with the specific criteria of 24CFR 970.17(d) and PIH Notice 2021-07. Specifically, BHA justified the disposition of the non-dwelling structure and vacant land does not interfere with, or is incidental to, continued operation of the remaining portion of the project. The building located at 1020 Hope Street, is currently home of the Bristol Senior Center, operated by the Town of Bristol.

BHA is requesting to convey the property to Benjamin Church Home for Aged Men Trust (Trust) via negotiated sale at less than Fair Market Value (FMV) for \$1.00. Property was deeded to BHA in 1969 for \$1 with the stipulation that it be used for senior activities. The Bristol Senior Center has operated out of the building since 1970. The property was never funded by BHA, is not under ACC, and has never been used for housing. The Town of Bristol funds the senior center and the Trust pays for repairs and improvements. The property has been leased to Benjamin Church Senior Center, Inc. (BCSC). The BCSC held various activities for seniors and over the years building has required repairs. The Town of Bristol and the Trust continue to finance maintenance and upkeep, however, BHA decided to terminate the lease due to potential building liabilities because BHA continues to be the record owner. Transfer of property would relieve BHA's responsibilities as owner of record and allow the Trust and the Town of Bristol to maintain the property and continue community programs for seniors.

#### **Property Valuation**

In accordance with 24 CFR 970.19(d), BHA proposed a valuation of the property in the form of a tax assessor's valuation performed by Town of Bristol, Rhode Island. A copy of the valuation was included in the application. HUD accepts this method of as a reasonable valuation of the property.

#### **Use of Net Proceeds**

BHA will not realize proceeds from this disposition. If any changes occur that result in the generation of proceeds, or the holding for the trust changes, BHA is required to request a formal amendment of this disposition approval from HUD.

#### **Resident Consultation**

24 CFR 970.9(a) requires that a PHA consult with residents who will be affected by a proposed disposition, any resident organizations for the development, PHA-wide resident

organizations that will be affected by the disposition, and the Resident Advisory Board (RAB). The PHA must also submit copies of any written comments submitted to the PHA and any evaluation that the PHA has made of the comments.

1. Project(s) Specific Resident Organization(s): None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

The application package included a notice dated November 14, 2019 regarding the Benjamin Church Home for Aged Men Trust. The notice stated a revise 2019 Five Year Plan and disposition application for the property are on file at the BHA's office from 8:30 am to 3:00pm, Monday through Fridays for review. Any individual, group or agency must submit written comments by December 30, 2019. BHA indicated that no written comments from the residents, the Resident Council(s), or the RAB had been received.

#### **Offer for Sale to the Resident Organization**

24 CFR 970.9(b) (1) of the regulations requires that a PHA must offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964, or to a nonprofit organization acting on behalf of the residents if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The non-dwelling building and vacant land proposed for disposition have never been used for residential purposes and are not covered by the requirement of the offer of sale. HUD has determined that BHA is in compliance with the requirements of 24 CFR 970.9.

#### **Energy Performance Contract**

BHA does not have an approved Energy Performance Contract (EPC).

#### **Mayor Consultation and Board Resolution**

As required by 24 CFR 970.7(a)(14), the application package includes a letter of support from Louis P. Cirillo, Council Clerk for the Town of Bristol, dated September 15, 2020. The last resident consultation was on November 14, 2019. As required by 24 CFR 970.7(a)(13), BHA's Board of Commissioners approved the submission of the disposition application for the proposed property on November 14, 2020, via Resolution Number 2019-21.

#### **Approval**

HUD's review of the application has determined that the proposed disposition is consistent with Section 18 of the 1937 Act, the implementing regulations at 24 CFR part 970, and PIH Notice 2021-07. HUD hereby approves the application as summarized below:

<b>Benjamin Church Manor, RI019000001</b>	
<b>Approved for Disposition:</b> 1 non-dwelling building; Acres: 3.3	
Acquiring Entity	Benjamin Church Home for Aged Men Trust
Disposition Method	Negotiated Sale at Less than FMV
Terms	Conveyance to Trust for \$1.00
Purpose	Removal of BHA as owner of record
<b>Approved Building Number per PIC:</b> 1111020 Hope Street	

### Conditions

The HUD Boston Field Office with concurrence from the HUD Office of the General Counsel (OGC) or their designees, if required, must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DOT), disposition approval and release of the DOT does not circumvent or supersede those obligations.

### PIC and Monitoring - BHA

In accordance with 24 CFR 970.7(a)(4), BHA provided the following general timetable based on the number of days major actions will occur following approval of the application:

	Milestone	Number of Days after Approval
A	Begin relocation of residents	NA
B	Complete relocation of residents	NA
C	Execution of contract for removal (e.g. sales contract or demolition contract)	30
D	Actual Removal Action (e.g. demolition or sale closing)	60

In accordance with 24 CFR 970.35 of the regulation, your agency is required to inform the HUD Boston Field Office of the status of the project (i.e., delays, actual disposition, modification requests or other problems). Within seven days of disposition completion, BHA must enter the "actual" dates of disposition, directly into the IMS/PIC data system, Inventory Removals sub-module under "Removed from Inventory" tab for the HUD Boston Field Office approval, using the following procedure:

- On the screen, select the appropriate "Development Number", then select "Add Transaction". On the next screen, select the appropriate "Application Number" from the drop-down menu. In the "Action/Closing Date" box, enter the removal date. If the properties in an application were removed on multiple dates, a separate transaction is needed for each action date. The remaining steps are as applicable.
- For removal of land and non-dwelling buildings without PIC building numbers, use "Remove Non-Residential Inventory" section. Fill in the number of acres and non-dwelling buildings without PIC building numbers.

- Save the information using the "Save" button. The status of this information is then displayed as "Draft."
    - BHA supervisory staff submits the information to BHA Executive Director, or the designated final reviewer at BHA, using the Submission sub tab. The status becomes "Submitted for Review".
    - BHA Executive Director or designee uses the Review sub tab to reject the transaction, which places it in a "Rejected" status, or approves, which places it in a "Submitted for Approval" status.
  - If the submission is rejected by HUD, may modify the information by repeating the previous procedure. If the transaction is rejected, the status becomes "Rejected." If the HUD Boston Field Office approves the transaction, the status in IMS/PIC permanently changes to "Removed from Inventory (RMI)".
- > When the disposition is completed in its entirety, please submit a report to the HUD Boston Field Office confirming the action and certifying compliance with all applicable requirements. Auditable financial statements, expenditures and files for each transaction relative to the action must be maintained, available upon request and forwarded with the final report.
- > BHA must retain records of the SAC application and its implementing actions of HUD's approval of this SAC application for a period of not less than three years following the last required action of HUD's approval.

#### **PIC and Monitoring – Field Office**

In accordance with 24 CFR 970.35 of the regulation, BHA is required to inform the HUD Boston Field Office of the status of the project (i.e., delays, actual disposition, modification requests or other problems). It is the HUD Boston Field Office's responsibility to monitor this activity based on its latest risk assessment.

- > The HUD Boston Field Office must verify that the actual removal data is entered in IMS/PIC by BHA within seven days of disposition to ensure the Department is not overpaying operating subsidy and the Capital Fund formula data is correct.
- > When BHA submits an Inventory Removal action in IMS/PIC, the HUD Boston Field Office will be notified seeking inventory removal approval via a PIC system generated email to the HUD Boston Field Office designated PIC coach or another person. Below is a sample notification email: *"Subject: Inventory Removal Submittal Notification (HA code) Inventory removals have been submitted for approval by your office on [submission date] by [HA Code]."*
- > When the above email is received, the HUD Boston Field Office is responsible for the review and approval or rejection of BHA's Inventory Removal submission within seven days.
- > The HUD Field Office will conduct a threshold review of the TPV request prior to sending

the request to HUD's Financial Management Center (FMC) for a final determination and processing.

- > The HUD Boston Field Office, with concurrence from the HUD Office of the General Counsel (OGC) must approve the evidentiary documents, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DOT), disposition approval and release of the DOT does not circumvent or supersede those obligations.

The HUD Boston Field Office is responsible to verify the funds were used as approved, and BHA's records are adequately documented to support this assertion. Refer to use of proceeds condition in Approval section.

When an amendment to this approval needed, PHAs must comply with all material terms of the SAC application. If after receiving HUD approval, a PHA's plan changes on material terms, SAC approval of the change is required. Material terms include (i) method of disposition; (ii) public bid sale where offer is less than 80 percent of FMV appraisal submitted in the SAC application. PHA's request for change in FMV, must include narratives on its due diligence in offering the public housing property for sale on the open and competitive market and its rationale for accepting an offer that is less than 80 percent of appraised FMV. Alternatively, the PHA may submit an updated appraisal; and (iii) terms of commensurate public benefit disposition (the PHA must describe the revised future use of the property so HUD can confirm the commensurate public benefit). PHAs request amendments by sending an email to [SACTA@hud.gov](mailto:SACTA@hud.gov) with the information noted above and a board resolution approving the change. On a case-by-case basis, SAC may require additional supporting documentation to support an amendment (e.g., evidence of local government and/or resident consultation; confirmation of environmental clearance etc.).

The HUD Boston Field Office has been informed of this approval. Its staff is available to provide any technical assistance necessary for your agency to proceed with the disposition. As BHA starts the process of implementation, I urge you to continue to maintain an open dialogue with your residents and local officials. If you have to modify your plans, please contact the SAC at [SACTA@hud.gov](mailto:SACTA@hud.gov). As always, my staff and I are available to assist you in any way possible.

Sincerely,

JANE  
HORNSTEIN

Jane B. Hornstein  
Director

Digitally signed by: JANE HORNSTEIN  
DN: CN = JANE HORNSTEIN C = US  
O = U.S. Government OU =  
Department of Housing and Urban  
Development, Office of Public and  
Indian Housing  
Date: 2021.04.08 17:11:29 -0500

CC: Boston Field Office

Case Number: PP-2021-04129  
Filed in Providence/Bristol County Superior Court  
Submitted: 6/22/2021 4:03 PM  
Envelope: 3158598  
Reviewer: Carol M.

## **EXHIBIT J**

**EXHIBIT A**

**ALL THAT CERTAIN LOT, or parcel of land, with the buildings and improvements thereon, situated on Hope Street, in the Town of Bristol, County of Bristol, State of Rhode Island, being bounded and described as follows:**

**BEING laid out and designated as Lot No. 1A (one-A) on that certain plat of land entitled: "A.P. 2, LOTS 1 & 2 HOPE STREET & CHESTNUT STREET BRISTOL, RHODE ISLAND", which said plat is recorded in the Bristol Land Evidence Records as Hanging File 572.**

**FOR REFERENCE ONLY**

**Property Address:  
1020 Hope Street  
Bristol, RI  
AP 2 Lot 1**

Exhibit B

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

In re: BENJAMIN CHURCH HOME FOR AGED : P.M. No. 2021-04129  
MEN TRUST and :  
BRISTOL HOUSING AUTHORITY :  
Petitioners :

**ORDER GRANTING PETITION FOR DEEDING OF PROPERTY AND RENAMING,  
REORGANIZATION OF TRUST**

The above-captioned matter was heard on July 12, 2021 before the Honorable Melissa E. Darigan pursuant to the Petition of the Trustees of the Benjamin Church Home for Aged Men Trust (the "Trust") and the Bristol Housing Authority ("BHA") requesting authority for the transfer of the BHA property located at 1020 Hope Street, Bristol, Rhode Island (AP 2, Lot 1) (the "Property") and other relief.

After hearing thereon and in consideration thereof, the Honorable Court, on August 2, 2021, ORDERED that the Trustees' and BHA's Petition be granted as follows:

1. The Trustees are authorized to rename the Trust the "Benjamin Church Trust for the Elderly of Bristol";
2. The BHA is authorized to transfer and convey the Property to the "Benjamin Church Trust for the Elderly of Bristol" without restriction of use so long as the income or sale proceeds derived from the Property are used for Trust purposes, namely for the purpose of granting financial aid to aged and needy persons who are residents of the Town of Bristol, either through direct grants or otherwise for their benefit by granting financial aid to charitable organizations which service aged and needy persons in Bristol, Rhode Island; and

3. The Trust does not need to obtain court approval for any future sale of the Property so long as the sale proceeds are used for Trust purposes as stated above.

BY ORDER:

/s/ Marybeth Rachiele

<sup>Clerk</sup>  
Deputy Clerk I

September 28, 2021

ENTER:

/s/ Melissa E. Darigan, J.  
Associate Justice

Presented by:

/s/ Gabriella G. Gaal  
Gabriella G. Gaal, Esq. #5659  
Gilstein, Kinder & Levin, LLP  
300 Metro Center Blvd., Suite 150A  
Warwick, RI 02886  
(401) 751-1500 ext. 119  
(401) 739-1932 (fax)  
ggaal@gklfirm.com

**CERTIFICATE OF SERVICE**

I hereby certify that on the 11th of August, 2021:

I efiled and eserved this document through the electronic filing system on the following:

Lauren E. Hill, Esq.  
Special Assistant Attorney General  
150 South Main Street  
Providence, RI 02903  
lhill@riag.ri.gov

Daniel J. Archetto, Esq.  
Cutcliffe Archetto and Santilli  
155 South Main Street, Suite 300  
Providence, RI 02903  
darchetto@caslawri.com

The document electronically filed and/or served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/Gabriella G. Gaal

Exhibit C

# INDENTURE OF LEASE

This Lease made this 5<sup>th</sup> day of November, 2021 by and between BENJAMIN CHURCH TRUST FOR THE ELDERLY OF BRISTOL f/k/a Benjamin Church Home For Aged Men Trust of Bristol, Rhode Island (hereinafter referred to as "Landlord") and BENJAMIN CHURCH SENIOR CENTER, INC., a non-profit corporation duly organized and existing under the laws of the State of Rhode Island with its principal place of business located at 1020 Hope Street, Bristol, Rhode Island (hereinafter referred to as "Tenant").

## WITNESSETH:

In consideration of the rents and other sums of money, covenants, and agreements hereinafter set forth, Landlord does hereby demise and lease unto Tenant that certain parcel of land with all the buildings and improvements thereon, located at 1020 Hope Street, Bristol, Rhode Island, and (hereinafter referred to as the "Premises") as more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD said Premises, unto the said Tenant, for and during the Term commencing upon November 15<sup>th</sup>, 2021 and ending five (5) years later on October   , 2026 (hereinafter referred to as "Term"), the Tenant yielding and paying to the Landlord therefor the rent hereinafter set forth, unless sooner terminated, extended, or renewed in accordance with the provisions hereof.

Landlord and Tenant, each in consideration of the covenants and agreements of the other herein contained, do hereby mutually covenant and agree with respect to the covenants applicable to them respectively for and during the Term of this Lease and any extension or renewal thereof as follows:

#### RENT

FIRST: (a) Tenant shall pay to Landlord during the initial Term hereof, at the address specified in Paragraph FIFTEENTH hereof, an annual basic rental of One Dollar (\$1) which shall be payable annually on the first day of December of each year of the Term.

(b) Should Tenant hold over after the expiration or termination of this Lease, the rent payable by Tenant shall be Three Thousand Dollars (\$3,000.00) per month payable at the time of termination or expiration, and at the same rate for use during any portion of a month.

#### USE

SECOND: The Premises hereby demised shall be used only for the purpose of operating and managing a senior center for the elderly citizens of Bristol, and for no other purpose or purposes whatsoever unless the prior consent of Landlord has been obtained, which consent shall not be unreasonably withheld. Tenant shall conform to all municipal

ordinances, administrative regulations, and federal and state laws relating to the use of the demised Premises and to the business carried on, including compliance with the terms of any licenses on the Premises; and Tenant shall indemnify and hold Landlord harmless at all times from and against any and all penalties and damage charges to or imposed upon it for any violation of any such laws, ordinances, rules or regulations; and it shall not make or suffer to be made any use of any part of the Premises for any improper or unlawful purpose, or create any nuisance thereon. This indemnification shall survive the longer of termination of this Lease or Tenant's occupancy of the Premises for a period of three (3) years.

#### UTILITIES, TAXES, AND OTHER CHARGES

THIRD: The Tenant shall pay water bills rendered for water and shall pay all bills for electricity, gas, internet and other utilities used in or on the Premises and shall pay before the time limit set by law for the payment thereof or in accordance with any requirements of any mortgage (including escrowing of payments, if so required), all taxes, rates, dues, assessments, duties, and betterments of every kind, ordinary or extraordinary, regular and special, whether local, state or federal, which are, or during the Term of this Lease and any extension or renewal thereof may be assessed against, laid on, taxes to, levied upon, or may become a lien upon said Premises and the buildings and improvements thereon and in respect thereof, or which may heretofore have become a lien upon the Premises but which are not payable at the commencement date. Tenant's obligations hereunder shall be for all taxes and assessments during the Term, but shall be prorated for

the first year and the final year of the Term or extension or renewal, in proportion to the time that the number of months of tenancy in said year or years bears to the entire year. Tenant's responsibility for payment of such taxes shall remain, notwithstanding the payment thereof by Landlord during the Term of the Lease or any extension or renewal thereof. The Tenant further covenants that if the Landlord pays any such water bills, or taxes, rates, duties, assessments, dues, and betterments because the Tenant has failed to timely pay such water bills, or taxes, rates, duties, assessments, dues, and betterments, the Tenant shall reimburse the Landlord for the amount of such payments plus interest thereon at the same rate as is charged by law for such delinquent payments by whatever authority may have levied, taxes, or assessed the same. Any sums to be paid by Tenant to Landlord under the foregoing provisions shall be added to the rent and shall be payable upon demand.

#### NET LEASE

FOURTH: This Lease is a "Net Lease" and it shall be the obligation of Tenant to make all necessary repairs and perform all necessary maintenance to the building and the grounds constituting the Premises, as hereinafter provided, to the end that said buildings and grounds shall be returned to Landlord upon termination of the Lease in the same condition as the same are in at the commencement hereof, ordinary wear and tear only excepted. However, this exception shall in no way limit or amend Tenant's obligation to make repairs or replacements on the Premises (even if the need for the same shall be caused by ordinary wear and tear) to the end that the Premises shall be delivered to Landlord at the expiration or sooner termination of this Lease in good and tenantable condition. The

Tenant acknowledges that the improvements upon the Premises are historically significant and repairs and maintenance shall be made and performed accordingly.

Notwithstanding that nothing herein shall be construed to impose any obligation upon the Landlord to make repairs, the Landlord, its servants and agents, shall have the right to enter upon the Premises or any part thereof, without charge, at all reasonable times to inspect the same, to show the Premises to prospective purchasers or others, to make or facilitate any repairs or alterations to the Premises or the building which forms a part thereof, after consultation with Tenant, including but not limited to, the right to install posts or columns to reinforce any floors, and to install, maintain, and remove any pipes, wires, and other conduits and plumbing, heating, or electrical fixtures or equipment. If the Landlord is obligated by any building or fire law or regulation to construct any additional exits or other improvements, the Tenant shall be permitted to obtain bids and provide same to the Landlord for final approval. The Tenant will permit the construction without any diminution of rent, and the Tenant will pay the cost of said construction.

#### MAINTENANCE AND REPAIRS

FIFTH: Throughout the Term of this Lease, or any renewal or extension thereof, Tenant, at its sole cost and expense, will take good care of the demised Premises and the fences, sidewalks, curbs, and parking lots which form a part thereof and will keep the same in good order and condition and make all necessary repairs thereto to the interior and exterior, structural and nonstructural, ordinary and extraordinary, and unforeseen and

foreseen, irrespective of when said damage was incurred or sustained. The term "repairs" shall include all necessary replacements, renewals, alterations, additions, and improvements. All repairs made by Tenant shall keep and maintain all portions of the Premises, including, but not limited to, the driveways, parking lots, sidewalks, curbs, and passageways which form a part of the Premises in a clean and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions. Without limiting the generality of Tenant's obligations under this Paragraph FIFTH, Tenant will, at its expense, keep the interior of any buildings and any fixtures and equipment thereof, including, but not limited to, the plumbing, heating, air conditioning, and electrical equipment, windows, doors, plate glass, and every other matter, in as good condition as the same shall be in at the beginning of the Term of this Lease, ordinary wear and tear only excepted. However, this exception shall in no way limit or amend Tenant's obligations to make repairs or replacements on the Premises (even if the need for the same shall be caused by ordinary wear and tear) to the end that the Premises shall be delivered to Landlord at the expiration or sooner termination of this Lease in good and tenantable condition. Further, without limiting the generality of the foregoing, Tenant's obligations hereunder to maintain the exterior of any buildings on the Premises shall include the basement, roof, walls, foundation, windows, sash and frames, fire exits, chimneys, and structural parts thereof, as well as all pavements and thruways which may be in or about the Premises. The Tenant acknowledges that such repairs and maintenance shall be made and performed in conformity with and in the spirit of all rules and regulations appropriate to the Historic District of the Town of Bristol. Tenant shall copy Landlord on all correspondence with state and municipal officials and departments related to the maintenance, repair and condition of the Premises.

## OBJECTIONABLE USES

SIXTH: Tenant will keep the Premises free from any and all objectionable noises, odors, and rubbish and will remove all garbage and rubbish as often as reasonably required and will not allow any improper, offensive, unlawful, or forbidden use of the Premises.

## LIENS

SEVENTH: The whole rent reserved or provided for hereunder, and every installment thereof, shall be and is hereby declared to be during the original Term of this Lease and any extended term a first lien and charge upon the leasehold interest hereby created and upon all improvements, fixtures, and appurtenances, present or future, which now are or may hereafter be placed upon the Premises by the Tenant prior to any other lien charge which may be hereafter placed thereon or suffered to be attached thereto by the Tenant, such lien to be enforced as hereafter provided.

## DAMAGE BY FIRE OR CASUALTY INSURANCE

EIGHTH: (a) During the Term of this Lease or any renewal or extension thereof, Tenant shall, at its expense, keep the buildings and improvements upon the

Premises insured against loss by fire and other casualty with insurance companies financially responsible and duly authorized to transact business in the State of Rhode Island and in an amount sufficient to prevent the Landlord from becoming a co-insurer and in an amount at least equal to the replacement value of all buildings and improvements which shall now or may hereafter be placed upon the Premises. The policies of insurance shall be payable in case of loss to Landlord and Tenant, their legal representatives, successors, and assigns and/or Landlord's and Tenant's designee. Tenant shall furnish Landlord with certificates of such insurance certifying the same is in full force and effect. Said insurance policies shall provide that they may not be cancelled, for any reason whatsoever, without thirty (30) days' prior written notice to Landlord and/or its designee.

The proceeds of any fire or other casualty insurance maintained hereby shall be held by the Landlord for the following purposes: First, as security for the payment of all rents or other sums due or to become due under the terms of this Lease; and, secondly, for the purpose of applying the proceeds of same to the costs of the repair or replacement of said buildings or improvements in the event of their damage or destruction by fire or other insured casualty or by reason of their demolition under any building or fire laws, to such extent as may be necessary, and so far as sufficient for said purpose, and the same shall be paid over, less any deduction for said rents and/or other sums as aforesaid, to the Tenant or the person or persons making such repair or reconstruction as the same shall proceed, at such times as the Tenant shall be obligated to make payment upon building contracts for such repairs or reconstruction and upon certificates of the architect, if any, in charge of such repairs or reconstruction and upon the furnishing of satisfactory lien releases for all

materials and labor used. If, however, the proceeds of said insurance collected shall exceed the actual cost of replacement, the Landlord shall, after replacement by Tenant is completed, apply the said excess first to any outstanding obligation of Tenant to Landlord and thereafter, Landlord shall remit any remaining funds to Tenant. It is understood and agreed that in the event of damage to any building or improvement from any cause whatsoever, insured or uninsured, or in the event of such destruction or demolition, the Tenant will proceed with all reasonable diligence to cause said building and improvements to be rebuilt, replaced, or repaired in the manner hereinbefore provided, and will complete and pay the entire costs of such rebuilding, replacement, or repair, whether there shall be insurance therefor, and/or although in excess of the proceeds of any insurance collected thereon, provided that in the event of the failure of the Tenant, continuing thirty (30) days after written notice to Tenant of such failure, to commence and thereafter to continue diligently to provide for and make such rebuilding, replacement, or repair, the proceeds of all such insurance policies shall become and be the absolute property of the Landlord and shall be paid to and retained by the Landlord, free and clear of any right of the Tenant, to be held in addition to any sums otherwise payable as damages for breach of the Lease as hereinafter in Paragraph ELEVENTH provided.

(b) If Tenant shall fail or neglect to maintain such insurance, and Landlord shall provide the same, any sums incurred or paid by Landlord for purposes of paying premiums on such insurance shall be added to the rent, be deemed a part thereof, and shall be payable as such to Landlord before or at any time when the installment of rent next due shall be

payable. However, nothing herein shall be construed as requiring Landlord to provide or maintain such insurance.

## LIABILITY AND INSURANCE

NINTH: Tenant agrees to save Landlord harmless from, and indemnify Landlord against, any and all injury, loss or damage of whatever nature, to persons or property arising within the demised Premises or out of any act, omission, or negligence of Tenant or anyone claiming under, through, or by Tenant. Tenant, at its own expense, will maintain general comprehensive public liability insurance, with respect to the Premises, issued by insurance companies authorized to do business in the State of Rhode Island, in amounts not less than One Million Dollars (\$1,000,000) with respect to injuries to any one person or per occurrence and not less than Two Million Dollars (\$2,000,000) with respect to injuries and property damage suffered in the aggregate; commercial automobile liability with a combined single limit of One Million Dollars (\$1,000,000); and Worker's Compensation coverage with Employers liability limits of not less than Five Hundred Thousand (\$500,000) for each accident and disease. The Tenant shall deliver to Landlord certificates of such insurance certifying that the same is in full force and effect and providing that the same shall not be cancelled without thirty (30) days' prior written notice to Landlord. The Tenant hereby releases the Landlord from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the Landlord, its servants or agents. All policies shall name Landlord as an additional insured.

## ASSIGNMENT

TENTH: Tenant shall not encumber or assign this Lease or sublet any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, and any such assignment shall be void. Consent by Landlord to such an assignment or sublease shall not relieve Tenant thereafter from any or all liability hereunder for the performance of the covenants of this Lease.

## DEFAULT

ELEVENTH: The Tenant shall pay the rent in the manner and at the times the same shall fall due as aforesaid, and shall keep and perform each and all of the covenants, agreements, terms, and conditions in this Lease contained on its part to be kept and performed; and this indenture is made upon the express condition that if default shall be made in the payment of the rent hereinbefore reserved or any part of it at the times and in the manner aforesaid, and such default shall continue for a period of ten (10) days (and no notice of such default is required to be given to the Tenant), or if default shall be made in the performance of any of the other covenants, terms, conditions, and agreements herein contained on the part of the Tenant to be kept, performed, and observed, and if Tenant shall fail to remedy and/or remove said breach within thirty (30) days after Landlord has sent written notice thereof, except for the making of emergency repairs as to which no notice is required, or if Tenant shall be adjudged bankrupt or insolvent, or shall seek to take

advantage of any of the provisions of the Bankruptcy Act as the same has been or may be amended from time to time, or make a general assignment of its property and estate, or if the leasehold interest hereby created shall be levied upon by execution or taken by process of law, then, and in any such case, it shall be lawful for the Landlord, thereupon or at any time thereafter, at its option, and with or without process of law, to declare this Lease at an end and by lawful process under applicable Rhode Island law enter upon said Premises and to expel the Tenant and those claiming under it, without being deemed guilty of any manner of trespass and thenceforth peacefully and quietly to hold and enjoy said Premises as if these presents had not been made; without prejudice, however, to any rights to sue for and recover any arrears of rent due under this Lease, or to sue for and recover any additional rent which would have been payable had this Lease continued for a full term or to any claim for damages or right of action or remedy for preceding breach of any covenant, condition, or agreement herein contained which said Landlord might otherwise have or use; and the Landlord may in any of the events aforesaid, at its option, by lawful process under applicable Rhode Island law enter upon the demised Premises as the agent of the Tenant, and if it shall so desire, expel the Tenant and those claiming under it, without being guilty of any manner of trespass, and may rent the demised Premises as such agent, applying the proceeds of such rentals on account of the rent and other sums due from the Tenant and holding the Tenant for any deficiency and accounting to the Tenant for any surplus; and the Tenant hereby covenants with the Landlord that in case of entry and termination of the Lease in the manner first hereinabove provided, it will pay to Landlord, as damages for its breach of the Lease, the amount by which the rent and any additional rent that has been fixed and reserved for the remainder of the original Term or any

extension or renewal thereof, if exercised, exceeds the fair rental value of the Premises for said remainder of the Term, and it is expressly agreed that this Lease shall not, except at the option of the Landlord, continue for the benefit of any attaching creditor, assignee for the benefit of creditors, receiver, or trustee in bankruptcy.

In addition to any damages recoverable by Landlord hereunder, whether specifically provided by this Lease or by operation of law, Landlord shall be entitled to recover any costs incurred by it in the event of any default by Tenant, including but not limited to, its reasonable attorneys' fees and expenses.

Nothing herein shall be construed as a default by the Landlord unless Landlord shall have received thirty (30) days' written notice of said default from the Tenant and Landlord shall not, within a reasonable time thereafter, have commenced to remedy the same.

Should the Landlord fail to make payment of any sum due upon any mortgage which encumbers the Premises, the Tenant, after five (5) days' written notice to Landlord, shall have the right to pay such sum and to apply the money so advanced on account of the next maturing rent payments due to Landlord or, at the election of the Tenant, the Tenant shall have the right to recover the amount of such advances in any court of competent jurisdiction. In the event any mortgage shall subsequently be placed upon the Premises, such mortgage agreement will contain a provision that the Tenant shall be notified of any breach of such mortgage agreement before any action shall be taken adverse to Tenant's interests.

## END OF TERM

TWELFTH: The Tenant covenants with the Landlord that any and all alterations, structures, and improvements that may be located on the Premises at the expiration or sooner termination of this Lease shall be and become the sole property of the Landlord, free of any claims of the Tenant or of any person, firm, or corporation claiming by, through, or under the Tenant and that Tenant shall, at the expiration or sooner termination of this Lease or any extension or renewal thereof, peaceably yield up and surrender the Premises, and all buildings, structures, and improvements thereon with their appurtenances and fixtures, including, without limiting the generality of the foregoing, all pipes and equipment used in connection with the heating and plumbing in, and the conveying of water to, and the disposing of water and sewage from any part of the Premises, in good order, condition, and repair. At Landlord's option, Tenant shall restore the Premises to the condition in which they were in at the time of the commencement of the Term of this Lease, ordinary wear and tear only excepted. However, this exception shall in no way limit or amend Tenant's obligation to make repairs or replacements on the Premises (even if the need for the same shall be caused by ordinary wear and tear) to the end that the Premises shall be delivered to Landlord at the expiration or sooner termination of this Lease in tenantable condition.

Should the Tenant continue with the Landlord's consent, express or implied, to occupy the demised Premises after the expiration of the Term hereof or of any renewal or

extension hereof, the Tenant shall, in the absence of a written agreement between the parties, be deemed a tenant from month to month upon all of the terms and conditions in this Lease which are not inconsistent with such tenancy.

### CONDEMNATION

THIRTEENTH: In the event that the Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain, Landlord shall be entitled to collect from any condemner the entire award that may be made in any such proceeding, without deduction therefrom for any estate hereby vested in or owned by Tenant. Tenant agrees to execute any and all further documents that may be required in order to facilitate collection by Landlord of any and all such awards. If during the Term of this Lease the whole or substantially all of the demised Premises shall be taken under the power of eminent domain or other governmental taking, this Lease shall thereupon be deemed to have terminated as of the day prior to such condemnation. If during the Term of this Lease a portion of the Premises shall be taken under such power of eminent domain or other governmental taking, a just proportion of the rent reserved hereunder, according to the nature and extent of the deprivation to the Tenant, shall be permanently abated and suspended for the balance of the Term hereof, but Tenant shall have no right to participate in any award in the event of condemnation. Landlord shall not participate in any award in the nature of a tenant's relocation allowance. If by a partial taking the Premises are rendered unsuitable for the operation of Tenant's business, Tenant

may, at its option, terminate this Lease by written notice given to Landlord within thirty (30) days after Tenant receives notice of the taking.

#### SUBORDINATION

FOURTEENTH: This Lease is subject and subordinate to all underlying ground leases and all mortgages which may now or hereafter affect such Lease or the real property which forms a part of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof, provided that Tenant shall be notified at least thirty (30) days in advance of the granting of any mortgage and provided, further that any such mortgage agreement shall contain a provision to the effect that the mortgage shall respect the rights of the Tenant hereunder. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or ground lessee. Tenant shall execute promptly any instrument that Landlord may request in confirmation of such subordination. Tenant hereby constitutes and appoints Landlord Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant.

#### NOTICE

FIFTEENTH: Until further notice in writing and some other address is given, all notices, requests, consents, demands, or other communications required or permitted by this Lease, or by law, to be given by one party to the other, shall be deemed to be validly given if the same is mailed postage prepaid, by registered or certified mail, return receipt

requested, addressed to Landlord or Tenant at or before the time when such notice, request, consent, demand, or other communication is, by the terms of this Lease, or by law, required to be given or made and shall be effective when so mailed. If given to Tenant, the same shall be mailed to Tenant at the demised Premises, and if given to Landlord, the same shall be mailed to Landlord c/o Ralph M. Kinder, Esq., Gilstein, Kinder & Levin, LLP, 300 Metro Center Boulevard, Suite 150A, Warwick, RI 02886, or to such other person or at such other address as Landlord and Tenant may hereafter designate by notice to each other.

#### QUIET ENJOYMENT

SIXTEENTH: The Landlord covenants with the Tenant that the Tenant, its successors and assigns, paying the rent and keeping, observing, and performing all the terms and conditions, covenants and agreements contained herein on the part of the Tenant to be kept, observed, and performed, may peacefully hold and enjoy the Premises during said Term without lawful let or hindrance by any person claiming by, through, or under Landlord.

#### WAIVER

SEVENTEENTH: The Tenant covenants with the Landlord that the failure of the Landlord to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms, or conditions of this Lease or to the exercise of any option of the Landlord herein contained shall not be construed as a waiver or a relinquishment for

the future of such covenant, term, condition, or option, but he same shall continue and remain in full force and effect. The receipt by the Landlord of rent with knowledge of the breach of any covenant, term, or condition hereof shall not be deemed to be a waiver of such breach.

#### SUCCESSION

EIGHTEENTH: It is mutually covenanted and agreed between the Landlord and the Tenant that the successors and assigns of the Landlord and of the Tenant respectively shall bear the burdens and enjoy the benefits of all the covenants, terms, conditions, privileges, and agreements, wherever applicable, contained in or required by the provisions of this Lease, as if the successors and assigns of the Landlord and of the Tenant respectively had been specifically mentioned in each and every case which Landlord or Tenant respectively are mentioned and shall be deemed to be included, wherever applicable, in each and every of such covenants, conditions, privileges, and agreements.

#### SEPARABILITY

NINETEENTH: Each and every covenant and agreement contained in this Lease shall be for all purposes construed to be separate and independent covenants and the breach of any covenant contained herein by Landlord shall in no manner discharge or relieve Tenant from Tenant's obligation to perform each and every of the covenants

contained herein. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to the persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law. This Indenture of Lease merges and supersedes all prior negotiations, representations, and agreements and constitutes the entire contract between Landlord and Tenant concerning the leasing of the Premises and improvements thereof and the consideration therefor. It is further understood and agreed that except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both.

#### GOVERNING LAW

TWENTIETH: This Lease shall be governed by the laws of the State of Rhode Island.

#### CAPTIONS

TWENTY-FIRST: The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Lease nor the intent of any provisions thereof.

## OPTION TO RENEW

TWENTY-SECOND: The Tenant is hereby granted an option to renew this Lease for one (1) additional five (5) year period. If the Tenant wishes to exercise its options to renew for the periods described above, it shall give the Landlord notice of its intention not less than one hundred eighty (180) days prior to the expiration of the lease term. All of the covenants, agreements, terms, provisions, and conditions in this Lease shall apply, except for the right to further renewal after the expiration of the last renewal term. The rent for the extended five (5) year period shall be as set forth in Article FIRST (a) above.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective hands and seals hereunto in duplicate on the day and year first above written.

In the presence of:

BENJAMIN CHURCH TRUST  
FOR THE ELDERLY OF BRISTOL  
Landlord

By: \_\_\_\_\_

Palmer Beebe, Trustee

BENJAMIN CHURCH SENIOR  
CENTER, INC.  
Tenant

By: \_\_\_\_\_

Maria Doherty, President

STATE OF RHODE ISLAND  
COUNTY OF

In North Kingstown on the 15 day of November, 2021, before me personally appeared the above-named Palmer Beebe, Trustee of the Benjamin Church Trust for the Elderly of Bristol, to me known and known by me to be the party executing the foregoing instrument on behalf of said Trust, and he acknowledged said instrument, by him executed, to be his free act and deed in said capacity.

NANCY FRY  
Notary Public, State of Rhode Island  
My Commission Expires July 20, 2025  
Commission # 767218

Nancy Fry  
Notary Public  
My Commission Expires: July 20, 2025

STATE OF RHODE ISLAND  
COUNTY OF BRISTOL

In Bristol on the 9<sup>th</sup> day of November, 2021, before me personally appeared the above-named, Maria Doherty, President of Benjamin Church Senior Center, Inc., to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed in her said capacity and the free act and deed of said corporation.

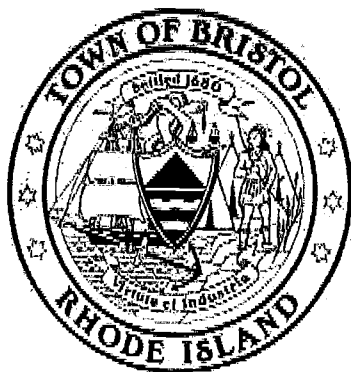
Lucia Floor  
Notary Public  
My Commission Expires:

Lucia Floor  
Notary Public  
State of Rhode Island ID# 756908  
My Comm. Expires: 12-18-22

EXHIBIT A

That certain lot or parcel of property with all buildings and improvements thereon located on the easterly side of Hope Street in the Town of Bristol, County of Bristol, State of Rhode Island, and being bounded and described as follows:

Being laid out and designated as Lot No. 1A (one-A) on that certain plat of land entitled "A.P. 2 lots 1 and 2 HOPE STREET & CHESTNUT STREET BRISTOL, RHODE ISLAND" which said plat is recorded in the Bristol Land Evidence Records as Hanging File 572.



## TOWN CLERK'S OFFICE

Melissa Cordeiro, Town Clerk

10 Court Street  
Bristol, RI 02809  
Tel. 401-253-7000  
Fax. 401-253-2647  
Email: Mcordeiro@bristolr.gov

### MEMORANDUM

TO: Steven Contente  
TOWN ADMINISTRATOR

FROM: Melissa Cordeiro  
COUNCIL CLERK

DATE: November 22, 2021

RE: Benjamin Church Home for Aged Men, 1020 Hope  
Street, extend the real estate tax exemption

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May we please have your recommendation or the recommendation of the department head you deem appropriate in order for the Council to review the request at the regular Town Council Meeting to be held on December 22, 2021.

Please note that all council items are due at 12PM noon one week prior to the meeting. All and any items received after the deadline will be held until the next council agenda.

Thank you for your cooperation and prompt reply.

Attachment