

DEVELOPMENT AGREEMENT

by and between

CITY OF PAWTUCKET, RHODE ISLAND

the

PAWTUCKET REDEVELOPMENT AGENCY

and

FORTUITOUS TIDEWATER OZ, LLC

and

TIDEWATER STADIUM, LLC

Dated as of December __, 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2021 (the “**Effective Date**”) and is made by and between the **CITY OF PAWTUCKET, RHODE ISLAND**, a body corporate and politic and a political subdivision of the State of Rhode Island (the “**City**”), the **PAWTUCKET REDEVELOPMENT AGENCY**, a public corporation created pursuant to Chapter 31 of Title 45 of the General Laws of the State of Rhode Island (the “**Issuer**”, together with the City, the “**Pawtucket Parties**”), **FORTUITOUS TIDEWATER OZ, LLC**, a Rhode Island limited liability company (the “**Developer**”), and **TIDEWATER STADIUM, LLC**, a Delaware limited liability company (“**TS-LLC**, together with the Developer, collectively, the “**Fortuitous Parties**” and individually a “**Fortuitous Party**”). All of the foregoing shall be individually referred to as “**Party**” and collectively, as the “**Parties**”.

RECITALS

WHEREAS, the Rhode Island Commerce Corporation (“**Commerce**”), on behalf of the City, caused a public announcement to be made, distributed and published, requesting proposals, seeking interest in the redevelopment of McCoy Stadium and sites in the City of Pawtucket’s downtown development area (the “**RFP**”), in response to which RFP Fortuitous Partners, LLC, an affiliate of the Fortuitous Parties and Guarantor of the Fortuitous Parties’ obligations under this Agreement (“**Fortuitous Partners**”) submitted a proposal dated April 25, 2019 (the “**Fortuitous Proposal**”), which culminated with the City and Commerce selecting Fortuitous to proceed with the project described in its RFP with respect to the redevelopment of certain downtown sites;

WHEREAS, Fortuitous Partners and its affiliated entities have worked closely with the Pawtucket Parties during the period following the date of the RFP to further advance and facilitate the development of the Project (as hereinafter defined);

WHEREAS, the Project is comprised of two (2) areas, the Stadium Site and the City-Owned Site (both hereinafter defined);

WHEREAS, the Developer is an affiliate of Fortuitous Partners formed to develop the City-Owned Site, which qualifies as an “opportunity zone” for federal tax purposes;

WHEREAS, the City-Owned Site is currently unimproved and generating very little revenue or economic activity benefitting the City’s other interests;

WHEREAS, the Pawtucket Parties have a material interest in maximizing the redevelopment of the City-Owned Site and encouraging business growth and, in furtherance of those goals, desire to facilitate Fortuitous Partners’ Proposal;

WHEREAS, on the City-Owned Site, the Developer intends to construct a mixed use residential and commercial development upon four parcels of land along the Seekonk River, known as Plat 23, Lots 0672, 0673, and 0599 and Plat 54, Lot 0827, as more fully described and defined in the Development Plan (as hereinafter defined);

WHEREAS, on the Stadium Site, an affiliate of the Fortuitous Parties, TS-LLC intends to construct a 7,500 to 15,000 seat soccer stadium and related improvements ("**Tidewater Stadium**") upon a portion of land owned by National Grid (as hereinafter defined) and leased to TS-LLC;

WHEREAS, the Fortuitous Parties intend to construct the Project in two phases with each of the Phases having components sometimes referred to herein as Sub-Phases;

WHEREAS, the first phase ("**Phase One**") is expected to include all the improvements planned as a part of the Project, other than the event center and hotel, which shall be further delineated into Sub-Phases with (i) the first Sub-Phase of Phase One entitled "**Phase 1A**" which includes the Riverwalk (hereinafter defined) and Tidewater Stadium ("**Phase 1A**") and, (ii) subject Section V.01, the second Sub-Phase of Phase One entitled "**Phase 1B**" which includes all other improvements of Phase One ("**Phase 1B**");

WHEREAS, the second phase of the Project ("**Phase Two**") is intended to include the hotel and indoor event center which shall be further delineated into Sub-Phases subject to analysis at the time of market feasibility and the availability of public financing;

WHEREAS, the City, as lessor, has entered into a ground lease with Fortuitous Tidewater OZ, LLC, as lessee, for the parcels comprising the City-Owned Site (as the same may be amended from time to time, the "**Ground Lease**") and such Ground Lease, together with the agreements incorporated therewith (the "**Incorporated Agreements**"), establishes the rights and obligations of the Parties thereto regarding the continuing operation and maintenance of the Project on the City-Owned Site for the term thereof;

WHEREAS, pursuant to Chapter 31 through 33, inclusive, of Title 45 of the Rhode Island General Laws, as amended (the "**Redevelopment Act of 1956**" or the "**Act**"), the Issuer is authorized to issue its revenue bonds for the purpose of financing the costs of "redevelopment projects" within the meaning of the Redevelopment Act of 1956;

WHEREAS, in accordance with Section 45-32-4 of the Redevelopment Act of 1956, the Pawtucket Parties adopted the Redevelopment Plan of 1982 approved by Ordinance No. 1810, approved July 8, 1982, a First Amendment approved by Ordinance No. 1845 approved May 26, 1983, a Second Amendment approved by Ordinance No. 1853 approved on July 21, 1983, a Third Amendment approved by Ordinance No. 1899 approved July 26, 1984, a Fourth Amendment adopted by Ordinance No. 1933 approved August 22, 1985, a Fifth Amendment adopted by Ordinance No. 1971 approved July 24, 1986, a Sixth Amendment adopted by Ordinance No. 1995 approved April 23, 1987, a Seventh Amendment adopted by Ordinance No. 2007 approved August 20, 1987, an Eighth Amendment adopted by Ordinance No. 2037 approved August 11, 1988, a Ninth Amendment adopted by Ordinance No. 2114 approved September 29, 1989, a Tenth Amendment adopted by Ordinance No. 2262 approved Jun 2, 1992, an Eleventh Amendment adopted by Ordinance No. 2496 approved June 25, 1998, a Twelfth Amendment adopted by Ordinance No. 2511 approved January 21, 1999, a Thirteenth Amendment adopted by Ordinance No. 2547 approved April 6, 2000, a Fourteenth Amendment adopted by Ordinance No. 2864 approved August 23, 2007, and Amendment No. 15 adopted by Ordinance No. 3108 approved October 30, 2018 (as amended heretofore and in the future, the "**Redevelopment Plan**");

WHEREAS, the Rhode Island General Assembly has enacted Rhode Island General Laws Chapter 45-33.4 (the “**Downtown Pawtucket Redevelopment Statute**”) which provides that the State (as defined herein), acting by and through the State’s Department of Revenue, is authorized to enter into an economic activity taxes agreement, as amended from time to time, with the Issuer and the City pursuant to which certain identified State incremental tax revenues generated in each of the Arts District, the Ballpark District and the Growth Center District (each as defined therein) are pledged, subject to appropriation of funds by the General Assembly of the State, to the purpose of financing projects;

WHEREAS, as required by the Downtown Pawtucket Redevelopment Statute, in accordance with Section 45-32-4 of the Redevelopment Act of 1956, the Issuer by resolution duly adopted on February 25, 2020, the Pawtucket City Planning Commission by resolution duly adopted on March 5, 2020 and the Pawtucket City Council, by Ordinance No. 3221 duly passed on March 3, 2020 and March 25, 2020, each approved Amendment No. 16 to the Pawtucket Redevelopment Plan entitled the “**Redevelopment Area Expansion**” pursuant to which the Redevelopment Area of the City was expanded to include the Arts District, the Ballpark District and the Growth Center District, and the Issuer by resolution duly adopted on November 4, 2020, the Pawtucket City Planning Commission by resolution duly adopted on October 29, 2020 and the Pawtucket City Council, by Ordinance No. 3236 duly passed on December 22, 2020, each approved Amendment No. 17 to the Pawtucket Redevelopment Plan, (collectively with the ordinances adopting the Redevelopment Plan, the “**Redevelopment Ordinances**”);

WHEREAS, the Downtown Pawtucket Redevelopment Statute also provides for annual appropriation of existing tax revenues generated in the Arts District, the Ballpark District and the Growth Center District for the purpose of financing projects subject to agreement by Commerce, in accordance with regulations, that such projects comply with certain requirements set forth in the Downtown Pawtucket Redevelopment Statute;

WHEREAS, in addition, pursuant to Rhode Island General Laws chapter 45-33.2 (the “**Municipal Tax Increment Financing Act**”) the City has the power to create real property and personal property tax increments, and to pledge such local tax increments to the Issuer for the financing of projects;

WHEREAS, the Developer and the City, by and through the Issuer, have submitted an application to Commerce in connection with the issuance of the Bonds for Phase One (the “**Commerce Application**”), which was approved on February 5, 2021 and includes a summary of the planned development of the Project;

WHEREAS, the Developer has submitted the Development Plan for the Project to the Pawtucket Parties that is materially consistent with the Commerce Application;

WHEREAS, the Issuer intends to issue Bonds (as hereinafter defined) in accordance with the Indenture (as hereinafter defined);

WHEREAS, the Issuer, pursuant to the Downtown Pawtucket Redevelopment Statute, has determined to provide for the issuance, in one or more series, of the aforementioned Bonds pursuant to the Indenture, in order to (1) finance certain of the Improvements (as hereinafter

defined) as contemplated by the approved Preliminary Phase Plans and Definitive Phase Plans (both as defined herein), with the Bonds in a Principal Amount not to exceed \$36,242,350 (unless increased by the Pawtucket Parties) being allocated for this purpose, (2) finance the costs associated with issuing such Bonds, (3) fund capitalized interest and reserves, including any required debt service reserve fund, in order to secure such Bonds, and (4) pay any other categories of expenses related the Project which may be financed under the Downtown Pawtucket Redevelopment Statute and provided for in an approved Definitive Phase Plan (as hereinafter defined), including the reimbursement of Pre-Development Costs (as defined in Section 4.05, below), (the foregoing items (1) through (4), collectively, the “Costs”);

WHEREAS, the City and the Issuer are authorized under the Downtown Pawtucket Redevelopment Statute to issue the Bonds for the purposes set forth above;

WHEREAS, the Pledged Revenues (as defined in the Indenture) will be applied, among other purposes, to pay debt service on the Bonds;

WHEREAS, at a duly called public meeting on _____, 2021, the City Council approved this Agreement and authorized and directed that it be executed by the appropriate City official;

WHEREAS, at a duly called public meeting on _____, 2021, the Issuer approved this Agreement and authorized and directed that it be executed by the appropriate official of the Issuer; and

WHEREAS, it is the intent of the Parties to establish certain conditions and requirements related to review and development of the Project; and accordingly, each desire to enter into this Agreement pursuant to which, subject to the limitations and terms and conditions set forth herein, the Fortuitous Parties may proceed with the construction of the Improvements.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by all the Parties hereto, all the Parties agree, as follows:

ARTICLE I DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement.

“Act” has the meaning set forth in the Recitals.

“Additional Approvals” has the meaning set forth in Section VI.09.

“Affiliate” as applied to any Person, means any other Person directly or indirectly controlling or controlled by, or under common control with, that Person, or related by blood to a Person in control. For purposes of this definition, “control” (including correlative meanings, the

terms “controlling”, “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, partnership interests or by contract or otherwise.

“*Agreement*” means this Development Agreement, including any Exhibits and any amendments hereto or thereto.

“*Applicable Law(s)*” means the current zoning ordinances, building codes, access, health, safety, environmental, and natural resource protection laws and regulations, public finance laws, provisions of the Internal Revenue Code of 1986, as amended, pertaining to the issuance of tax-exempt bonds, and all other applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, determinations, and court decisions.

“*Assessments*” means assessments levied pursuant to the authority set forth and described in the Assessment Resolution.

“*Assessment Resolution*” has the meaning set forth in Section VII.01(a)(v).

“*Assignment*” means the transfer or assignment, in whole or in part, of this Agreement, by contract or operation of law, to a third party.

“*Authorized Officers*” means the officers of the Issuer and the City duly authorized to execute this Agreement on behalf thereof.

“*Authorizing Legislation*” means collectively the Redevelopment Act of 1956, the Downtown Pawtucket Redevelopment Statute, the Assessment Resolution the Municipal Tax Increment Financing Act and the Redevelopment Ordinances.

“*Bankruptcy Code*” means Title 11 of the United States Code entitled “Bankruptcy”, as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder.

“*Bond(s)*” or “*Series of Bonds*” means the Issuer’s bonds secured by revenues pursuant to the Downtown Pawtucket Redevelopment Statute issued pursuant to the Indenture pertaining to Phase One and in an aggregate Principal Amount of up to \$36,242,350, as more particularly described in the Indenture.

“*Bond Documents*” means the items enumerated in Section IX.01.

“*Certificate of Completion*” means a certificate duly executed and acknowledged by the City delivered upon within thirty (30) days of request therefor from the Developing Party following the Substantial Completion of the Improvements of any Sub-Phase.

“*Change(s)*” has the meaning set forth in Section VI.04(b).

“Change Orders” means the City Change Orders and/or the Developer Change Orders as applicable.

“City” has the meaning set forth in the Preamble.

“City Change Order(s)” has the meaning set forth in Section VI.04(c)(i).

“City Council” means the City Council for the City of Pawtucket in the State.

“City Indemnified Parties” has the meaning set forth in Section IX.03.

“City-Owned Site” means the Subject Parcels owned by the City and leased to the Developer under the Ground Lease.

“City Site Improvements” means the City Site Public Improvements and the City Site Private Improvements.

“City Site Private Improvements” means those improvements to be constructed on the City-Owned Site consisting of multi-family residential units, together with commercial, retail and non-residential uses, including without limitation shops, restaurants, bars, and parking.

“City Site Public Improvements” means those improvements to be constructed on the City-Owned Site with public funding consisting of Utility Improvements and Stormwater Improvements, Off-Site Infrastructure Improvements, Roadway and Streetscape Improvements, the Riverwalk, Parking Garage, Surface Parking, public plazas, site preparation, and the pedestrian bridge with all of the foregoing intended to be completed in Phase One and an indoor events center and a hotel intended to be part of Phase Two, subject to market feasibility and the availability of public financing.

“Commerce” has the meaning set forth in the Recitals.

“Commerce Application” has the meaning set forth in the Recitals.

“Construction Insurance” has the meaning set forth in Section VI.06(a).

“Construction Schedule” shall have the meaning set forth in Section VI.02(g).

“Cost” or *“Costs”* has the meaning ascribed to it in the Recitals.

“Default Rate” means the lesser of (i) that per annum interest rate equal to the so-called “prime rate” of interest published in the Wall Street Journal (or any similar successor publication if the Wall Street Journal ceases to publish the Prime Rate) from time to time, plus three (3) percentage points and (ii) the maximum legal rate.

“Definitive Phase Remediation Notice” has the meaning set forth in Section VI.01.

“Definitive Phase Review Period” has the meaning set forth in Section VI.01.

“Definitive Phase Plan” means the final plans and specifications, including the information described further in Section VI.01, for the construction of the Project, as reasonably approved by the City and the Issuer, including any such plans and specifications submitted in connection with the application for the Permits and Approvals.

“Developer” has the meaning set forth in the Preamble.

“Developer Change Order(s)” has the meaning set forth in Section VI.04(b).

“Developer Default” has the meaning set forth in Section VIII.02.

“Developing Party” means the Developer with respect to the City-Owned Site and TS-LLC with respect to the Stadium Site.

“Development Fee” has the meaning set forth in Section II.02(b)(1).

“Development Plan” has the meaning set forth in Section II.01(c).

“Downtown Pawtucket Redevelopment Statute” has the meaning set forth in the Recitals.

“Effective Date” has the meaning set forth in the Preamble.

“Final Budget” has the meaning set forth in Section VI.02(b).

“Fortuitous Parties” has the meaning set forth in the Preamble.

“Fortuitous Partners” has the meaning set forth in the Recitals.

“General Contractor” has the meaning set forth in Section VI.02(c).

“General Construction Contract” has the meaning set forth in Section VI.02(c).

“Ground Lease” has the meaning set forth in the Recitals.

“Improvements” means both the Public Improvements and the Private Improvements.

“Incorporated Agreements” has the meaning set forth in the Recitals.

“Indenture” means the Master Trust Indenture and the Series Indenture, collectively.

“Investor Letter” has the meaning set forth in Section IX.02.

“Issuer” has the meaning set forth in the Preamble.

“Master Trust Indenture” means the Trust Indenture to be entered into by the Issuer and the Trustee, to be provided and executed prior to the issuance of the Bonds and to be attached hereto as **Exhibit B** to this Agreement upon execution.

“Material Deviation” a significant change to the Project that, for the Public Improvements or the Private Improvements, (i) will have a material and adverse impact as to the revenue projections of the Project, (ii) a material design change (excluding ordinary course aesthetic changes to the Project), (iii) a material reduction in the useful life of a component of the Project or, (iv) for the Public Improvements only, represents a material discrepancy from the results of the Public Improvement Process.

“Municipal Party” means individually the City or the Issuer and collectively, the City and the Issuer.

“Municipal Party Default” has the meaning set forth in Section VIII.04.

“Municipal Tax Increment Financing Act” has the meaning set forth in the Recitals.

“National Grid” means The Narragansett Electric Company and its successors and assigns.

“Necessary Change” means changes to the Plans and Specifications required by changes to any governmental authority having jurisdiction over the Project to comply with any building code, fire code, or handicapped accessibility statute or any regulations promulgated with respect thereto.

“Notice of Intent to Proceed” has the meaning set forth in Section VI.04(c)(ii).

“Official Statement” means the private placement memorandum, offering circular, limited offering memorandum, or other disclosure document to be prepared by the City, the Issuer, the Fortuitous Parties and Fortuitous Partners for disclosure of the terms of the Bonds and the Project in connection with a sale of Bonds.

“Off-Site Infrastructure Improvements” means improvements required to be constructed off the premises intended to support the redevelopment project including roadway improvements on either City or State roads, highway-off ramps, pedestrian improvements, including sidewalks, ramps, cross walks, utilities required to be improved to serve the site.

“Owner’s Representative” has the meaning set forth in Section VI.02(a).

“P&P Bond” has the meaning set forth in Section VI.02(d).

“Parking Garage” means the structured parking garage to be constructed on the City-Owned Site located to the north of Tidewater Stadium.

“Party” and *“Parties”* have the meaning set forth in the Preamble.

“Pawtucket Parties” has the meaning set forth in the Preamble.

“Permits and Approvals” means any governmental permit or approval, including but not limited to those identified in the Project Timeline (attached hereto as **Exhibit C**) required in connection with the Project issued or to be issued by the City or any other governmental authority. Such Permits and Approvals shall in each case include, by reference, any applications and supporting documentation submitted in connection therewith. Without limiting the generality of the foregoing, the Permits and Approvals shall include the Commerce Application.

“Permitted Delay” has the meaning set forth in Section IX.10(c).

“Person” means an individual, a corporation, a limited liability company, a partnership, a limited liability partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

“Phase” means depending on the context refers to either Phase One or Phase Two .

“Phase 1A” has the meaning set forth in the Recitals.

“Phase 1B” has the meaning set forth in the Recitals.

“Phase One” has the meaning set forth in the Recitals.

“Phase Two” has the meaning set forth in the Recitals.

“Plans and Specifications” has the meaning set forth in Section VI.02(a).

“Pre-Development Costs” has the meaning set forth in Section V.07.

“Pre-Development Services” has the meaning set forth in Section V.04.

“Preliminary Phase Plan” has the meaning set forth in Section V.05.

“Preliminary Phase Remediation Notice” has the meaning set forth in Section V.05.

“Preliminary Phase Review Period” has the meaning set forth in Section V.05.

“Principal Amount” has the meaning set forth in Section VII.01(a).

“Private Improvements” shall mean the private improvements as contemplated by the Development Plan and shall consist of both the Stadium Private Improvements and the City Site Private Improvements as defined therein.

“Project” means the multi-component development project as described in the Recitals and further defined in the Development Plan, each Preliminary Phase Plan and each Definitive Phase Plan. As of the date of this Agreement and further reflected in the Development Plan, it is contemplated that, without limitation, the Project will consist of the City Site Improvements and the Stadium Improvements.

“Project Site” means either or both of the City-Owned Site or the Stadium Site as the context requires.

“Project Timeline” means the schedule attached hereto as **Exhibit C**.

“Public Access Easements” means the easements granted to the City conveying the rights of the public to access and use the Public Improvements and access in connection with utilities services and maintenance of Public Improvements, as submitted to the City and Issuer for approval along with each Definitive Phase Plan and as conveyed and recorded upon the completion of each Sub-Phase. Such Public Access Easements shall include both a map and a written instrument.

“Public Improvements” shall mean the public improvements as contemplated by the Development Plan and shall consist of both the Stadium Public Improvements and the City Site Public Improvements as defined therein.

“Public Improvements Budget” means the budget setting forth the estimate Public Improvements cost, a copy of which is attached hereto as **Exhibit F** and as adjusted pursuant to the Final Budget for each Sub-Phase.

“Public Improvements Process” has the meaning set forth in Section V.03.

“Redevelopment Act of 1956” has the meaning set forth in the Recitals.

“Redevelopment Area Expansion” has the meaning set forth in the Recitals.

“Redevelopment Ordinances” has the meaning set forth in the Recitals.

“Redevelopment Plan” has the meaning set forth in the Recitals.

“Requisition” means the requisition for payment or reimbursement of Costs of the Public Improvements substantially in the form of **Exhibit D** attached hereto and in accordance with Section VII.02 hereof.

“RFP” has the meaning set forth in the Recitals.

“Riverwalk” means that component as described in the Development Plan that runs along the Seekonk River over the Subject Parcels and the Tidewater Landing Site.

“Roadway and Streetscape Improvements” means those improvements including the roadways, sidewalk, and landscaping within the City Right of Way as described in the Development Plan that are to be constructed on the adjacent roadways including Taft Street, Division Street, Portuguese Social Club Way, and School Street.

“Series Indenture” means one or more series indentures entered into under the Master Trust Indenture for the purpose of providing funds for the Project.

“Stadium Improvements” means the Stadium Public Improvements and the Stadium Private Improvements.

“Stadium Private Improvements” means the Tidewater Stadium, together with a public plaza, supporting infrastructure and parking.

“Stadium Public Improvements” means those improvements constructed on the Stadium Site with public funding consisting of the Riverwalk, roadway improvements, and utility and stormwater improvements.

“Stadium Site” means the parcel of land situated on the easterly side of Taft Street in Pawtucket adjacent to one of the Subject Parcels owned by National Grid and leased to TS-LLC pursuant to that certain Ground Lease by and between National Grid and TS-LLC.

“Stadium TSA” means the tax stabilization agreement entered into between the City and TS-LLC relating to the Stadium Improvements.

“State” means the State of Rhode Island.

“Subject Parcels” means those certain four parcels of land known as Plat 23, Lots 0672, 0673 and 0599, and Plat 54, Lot 0827 and located on Division and Taft Street in the City, and owned by the City and subject to the Ground Lease.

“Sub-Phases” means the sub-phases of Phase One and Phase Two as set forth in Section V.01 of this Agreement.

“Substantial Change” means any (i) a Material Deviation, or (ii) a material and significant change in the design or construction of the Project that requires the approval of the Pawtucket planning and zoning board after a public hearing, but does not include any change that (x) requires only administrative review and approval by the planning and zoning staff or (y) was contemplated by the previously approved plans or this Agreement.

“Substantially Complete” or *“Substantial Completion”* means all work described in the Plans and Specifications with respect to a particular Improvement is materially completed with only minor items needed for full completion so that the Improvement can be occupied or placed in service for its intended use.

“Surface Parking” means the surface parking lots adjacent to the Tidewater Stadium and located on both the City-Owned Site and Stadium Site.

“Taft Street Off-Site Infrastructure Improvements” means those improvements constructed off-site to accommodate the redevelopment project. These improvements may include roadway widening, roadway reconfiguration, traffic signal and signage improvements, sidewalk enhancements, associated utility improvements in the area west of the Stadium Site. These improvements may require acquisition of privately owned properties to accommodate said improvements.

“Taft Street Roadway and Streetscape Improvements” means those improvements including the roadways, sidewalk and landscaping within the City Right of Way as described in the Development Plan that are to be constructed on Taft Street.

“Tidewater Stadium” has the meaning set forth in the Recitals.

“Trustee” means U.S. Bank National Association as trustee pursuant to the Indenture and any successor thereto.

“TS-LLC” means Tidewater Stadium, LLC a Delaware limited liability company and an affiliate of Developer and Fortuitous Partners.

“Utility Improvements and Stormwater Improvements” means improvements that may be required to relocate existing on-site utilities including stormwater piping and structures, sewer piping and structures, water piping and structures, natural gas, electrical and communication infrastructure around the new buildings, upgrade and or improve the size or quantity of said on-site utilities, enhancement of off-site utilities to provide redevelopment project with necessary infrastructure.

“Written Change Order Approval” has the meaning set forth in Section VI.04(b)(i).

ARTICLE II PURPOSE AND INTENT; SCOPE AND COMPENSATION

Section II.01 Purpose and Intent of this Agreement.

(a) *Purpose.* The purpose of this Agreement is to authorize the Developing Parties to construct the Public Improvements and the Private Improvements on or about the applicable Project Site, as depicted on the Development Plan, subject to the terms set forth herein.

(b) *Tax Status; Tax Stabilization Program.*

(i) *Public Improvements Tax Stabilization.* It is the intent of the Parties that the Public Improvements and the Subject Parcels, but not the Stadium Site, should be exempt from ad valorem taxation. Subject to (b)(ii) below, the Parties further intend that the Private Improvements should be subject to ad valorem taxation and that any other person owning, renting, or using any of the Private Improvements will not apply for or seek to have such property declared exempt from ad valorem taxation, other than as set forth in the Stadium TSA to be entered into by TS-LLC and the City in accordance with the City of Pawtucket’s tax stabilization program and any extension or future tax stabilization agreement for the Stadium Improvements.

The City agrees that, upon the approval of the final Definitive Phase Plan for Phase One, it will cooperate with the Developing Party to propose legislation to provide the City with the authority to enter into a tax stabilization agreement with TS-LLC to further exempt the Stadium Improvements for the term of the Ground Lease (or such shorter period acceptable to the Developing Party) and extend the tax stabilization program for the same following the expiration of the Stadium TSA. The City, but not the City Council, agrees that it will cooperate with and use

all reasonable efforts to assist the Developing Parties in connection with their efforts to obtain the additional tax stabilization agreement. The City also agrees that it will receive, process and review, in good faith and in a timely manner, all applications related to the tax stabilization agreement with the terms of this Agreement and Applicable Law. Notwithstanding anything to the contrary contained in this Agreement, and nothing herein shall constitute, be deemed to constitute or imply that the City Council of the City, any department, board, council, office, or agency, officer, or employee of the City or Issuer, waives any legal power or authority in connection with the acceptance or grant of the tax stabilization agreement

(ii) *Private Improvement Tax Stabilization.* Upon the approval of the final Definitive Phase Plan for the final Sub-Phase to complete Phase One, Developing Party shall submit to the City an application for a tax stabilization agreement in accordance with the City of Pawtucket's Tax Stabilization Program relating to the City Site Private Improvements. The City, but not the City Council, agrees that it will cooperate with and use all reasonable efforts to assist the Developing Party in connection with their efforts to obtain tax stabilization agreement. The City also agrees that it will accept, process and review, in a good faith and in a timely manner, all applications related to the tax stabilization agreement with the terms of this Agreement and Applicable Law. Notwithstanding anything to the contrary contained in this Agreement, and nothing herein shall constitute, be deemed to constitute or imply that the City Council of the City, any department, board, council, office, or agency, officer, or employee of the City or Issuer, waives any legal power or authority in connection with the acceptance or grant of the tax stabilization agreement.

(c) *Final Design Criteria.* The final design and each of the Definitive Phase Plans of the Project shall be in general conformance with the master plan approved by the City on January 9, 2021 (the "**Development Plan**," attached as **Exhibit A**) and the Commerce Application dated February 3, 2021; provided, however, that from time to time the Parties may agree to design changes deemed necessary in light of market and other financial conditions. Fees have been incurred to date by the Developing Parties for design of the Public Improvements, which have been paid from or are expected to be reimbursed from net proceeds from the Bonds, and design fees incurred after entering into this Agreement for the Private Improvements may be advanced by the Developer or the users or sublessees of the Private Improvements.

(d) *Funding.* The funding for the Pre-Development Costs and the Public Improvements shall be as provided in Article VII herein. The funding for the Private Improvements shall be paid from sources of revenue generated by or allocated to the Private Improvements.

Section II.02 Development Fees.

(a) *Development Costs.* Subject to the terms, conditions, and requirements as provided herein, the City shall pay or reimburse the Fortuitous Parties for reasonable and documented costs incurred by the Fortuitous Parties in connection with developing and managing the Project (exclusive of costs associated with the Private Improvements).

(b) *Development Fee.* The Parties recognize and acknowledge that it is standard in the real estate development industry for a property owner to offer and pay a

Development Fee to induce developers to engage in the bidding/proposal process, which requires substantial investment in time and resources on the part of the prospective developers to accomplish the owner's objectives. A Development Fee represents a partial return on developers' significant investment made in research, analysis, preparation and presentation of the development proposal and the costs of administering its ongoing responsibilities set forth in this Agreement, and it serves as partial compensation for the equity invested in creating a development firm capable of delivering the services required by a particular project, including assembling, managing, and providing the necessary administrative, legal and other expertise. The Development Fee provided for herein is consistent with industry standards.

1. The City shall pay the Developing Party a development fee equal to four percent (4%) of the costs actually expended in the Public Improvements Budget, as such costs are approved in the Requisition process, as such Public Improvements Budget may be increased by a Final City Change Order; provided the four (4%) percent shall not be paid with respect to the following items set forth in the Public Improvements Budget: (i) the Development Fee and (ii) any unused contingencies (the "**Development Fee**"). The Development Fee shall be accounted for in the Public Improvements Budget and shall be payable from the proceeds of the Bonds. Notwithstanding any other provision of this Agreement, the Development Fee shall only be due to the Developing Party to the extent the amount of such fee is accounted for in the Public Improvements Budget.

2. The Development Fee shall be earned and paid as follows:

(i) Upon the issuance and sale of the Bonds in connection with Phase 1A, 75% of the Development Fee reflected in the Public Improvements Budget for Phase 1A shall be earned and payable in accordance with the Requisition process and in accordance with the Public Improvements Budget for Phase 1A and 25% of the Development Fee for Phase 1A shall be earned and payable upon the Substantial Completion of Phase 1A.

(ii) With respect to each Sub-Phase after Phase 1A: (A) 75% of the Development Fee set forth in the corresponding Public Improvements Budget shall be earned and payable upon the issuance and sale of the Bonds for such Sub-Phase and in accordance with the Requisition Process and 25% of the Development Fee for such Sub-Phase shall be earned and payable upon the Substantial Completion of such Sub-Phase.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

Section III.01 Representations, Covenants and Warranties of the Developing Parties.

Each of the Developing Parties represents, warrants and covenants for the benefit of the City and Issuer as follows:

(a) *Organization.* The Developer is a limited liability company duly organized and validly existing under the laws of the State and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as hereby contemplated. TS-LLC is a limited liability company duly organized and validly existing under

the laws of the State of Delaware, qualified as a foreign limited liability company under the laws of the State and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as hereby contemplated.

(b) *Authority.* Each Developing Party has the power and authority to enter into this Agreement and to perform its obligations under this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developing Party.

(c) *Binding Obligation.* This Agreement is a legal, valid and binding obligation of each Developing Party, or in the case of an Assignment as permitted herein, the assignee of the Developing Party's rights under this Agreement, enforceable against the Developing Party or assignee, as applicable, in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *No Conflict.* The execution, delivery, and performance by each Developing Party of this Agreement and compliance with the provisions hereof, do not and will not in any material respect conflict with or constitute on the part of each such Developing Party a breach or default under any agreement or instrument to which it is a party or by which it is bound.

(e) *Litigation.* As of the date of this Agreement, other than those identified in **Exhibit E**, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the Developing Party: (i) in any way questioning the due formation and valid existence of the Developing Party; (ii) in any way contesting or affecting the validity of this Agreement or the consummation of the transactions contemplated hereby; (iii) in any way contesting the validity of any governmental approval of the Project or any aspect thereof; or (iv) which would have a material adverse effect upon the financial condition of the Developing Party or its ability to perform its obligations under this Agreement.

(f) *Legal Impediments.* The Developing Party, to the best of its knowledge, represents and warrants that it expects to receive, in a timely manner, all requisite Permits and Approvals. It is understood that the timeliness of the receipt of such Permits and Approvals may not be in the Developing Party's control.

(g) *Compliance with Laws.* During the construction of the Project, the Developing Party shall not knowingly commit any act upon the Project Site or with respect to the Project in violation of any law, ordinance, resolution, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Project Site.

Section III.02 Representations of the City.

The City represents to each of the Fortuitous Parties as follows:

(a) *Organization.* The City is a body corporate and politic and a political subdivision of the State and has the full legal right, power and authority to enter into this

Agreement, to carry out and consummate the transactions on its part contemplated by the Redevelopment Ordinances and this Agreement;

(b) *Authority.* The City, by all necessary official action, has duly authorized and approved the adoption, or execution and delivery of, and the performance by the City of the obligations on its part contained in the Redevelopment Ordinances, the Indenture and this Agreement, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded and the Indenture and this Agreement have been duly executed and delivered and are enforceable against the City subject to bankruptcy and other equitable principles. The Authorized Officers of the City are authorized to execute and deliver on behalf of the City such consents, approvals, waivers, easements and other rights and agreements as may be requested of the City hereunder.

(c) *Litigation.* As of the date of this Agreement, other than those identified in **Exhibit E**, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the City: (i) in any way contesting or affecting the validity of this Agreement or the consummation of the transactions contemplated hereby; (ii) in any way contesting the validity of any governmental approval of the Project or any aspect thereof; or (iii) in any way affecting the timely construction of the Project.

(d) *Conflict.* Performance of this Agreement pursuant to the terms hereof will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Project Site under any agreement or other instrument to which the City is a party or by which the City or the Project Site might be bound.

Section III.03 Representations of the Issuer.

The Issuer represents to the Fortuitous Parties as follows:

(a) *Organization.* The Issuer is a public corporation of the State and has the full legal right, power and authority to enter into this Agreement, to enter into the Indenture, to issue, sell and deliver the Bonds, and to carry out and consummate the transactions on its part contemplated by the Redevelopment Ordinances, the Indenture and this Agreement;

(b) *Authority.* The Issuer, by all necessary official action of the Issuer, has duly authorized and approved the adoption, or execution and delivery by the Issuer of, and the performance by the Issuer of the obligations on its part contained in the Redevelopment Ordinances and this Agreement, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded and the Indenture and this Agreement have been duly executed and delivered and are enforceable against the Issuer subject to bankruptcy and other equitable principles. The Authorized Officers of the Issuer are authorized to execute and deliver on behalf of the Issuer such consents, approvals, waivers, easements and other rights and agreements as may be requested of the City hereunder.

(c) *Litigation.* As of the date of this Agreement, other than those actions identified in **Exhibit E**, there is no action, suit, proceeding, inquiry or investigation, at law or in

equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the Issuer: (i) in any way contesting or affecting the validity of this Agreement or the consummation of the transactions contemplated hereby; or (ii) in any way affecting the timely construction of the Project.

Section III.04 No Challenge to Authorizing Legislation.

The Developer, Fortuitous, the Issuer and the City each agree not to, and the Fortuitous Parties covenant not to permit any Affiliate of the Fortuitous Parties to, institute any judicial or administrative proceedings or actions challenging (a) the validity, due authorization or adoption or enforceability of the Authorizing Legislation, (b) the adoption of the Redevelopment Plan or the Development Plan, or (c) the imposition and collection of the Assessments.

ARTICLE IV AUTHORITY AND OBLIGATIONS OF THE PARTIES

Section IV.01 Responsibilities of the Developing Party.

The Fortuitous Parties shall discharge or cause the discharge of their respective obligations and responsibilities hereunder in accordance with the degree of professional care, skill, judgment and diligence usually exercised by project developers regularly developing and operating development projects similar in scope and complexity to the Project. Each of the Developing Parties shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement.

Section IV.02 Responsibilities of the City.

The City and the Developing Parties have mutually agreed upon the target dates for planning approvals set forth Project Timeline. The dates set forth in the Project Timeline are not binding on either Party but express the desire of the Parties to adhere to a timely schedule of development approvals. In consideration of the Developing Parties entering into this Agreement, and provided that the each of the Developing Parties exercise due diligence and good faith, and file accurate and complete applications with timely payment of fees therefor, the City agrees that it will fully cooperate with and use all reasonable efforts to assist the Developing Parties in connection with their efforts to obtain all permits, easements, agreements, licenses, and other government or quasi government approvals and consents necessary or desirable in connection with the construction of the Project. The City also agrees that it will accept, process and review, in good faith and in a timely manner, all applications related to the Project filed by the Developing Parties or other owners or property within the Project in accordance with the terms of this Agreement and Applicable Law. Notwithstanding anything to the contrary contained in this Agreement, and nothing herein shall constitute, be deemed to constitute or imply that the City Council of the City, any department, board, council, office, or agency, officer, or employee of the City or Issuer, waives any legal power or authority in connection with the issuance of any Permits and Approvals or approves, favors, authorizes or consents to any action or activity required for the development of the Project which is subject to Permits and Approvals, including without limitation, any requirements for the provision of public utilities or services, or any administrative, judicial, or quasi-judicial, or legislative action. Without limiting the generality of the foregoing, all Permits and Approvals will be processed in accordance with all Applicable Laws.

Section IV.03 Responsibilities of the Issuer.

The Issuer shall take all necessary action to authorize the Indenture and to create and issue the Bonds in the manner and to the extent provided in the Indenture and in this Agreement. The Parties acknowledge and understand that the issuance of the Bonds is a condition precedent to any development of the City-Owned Site or any Public Improvements.

Section IV.04 Relationship of Parties.

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City, the Issuer and the Fortuitous Parties and that each of the Fortuitous Parties is an independent contractor and not an agent of either of the City or the Issuer. The Pawtucket Parties and the Fortuitous Parties hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection therewith shall be construed as making the City and/or the Issuer and the Developer or Fortuitous joint venturers or partners. None of the Parties shall have the right or power to bind or obligate any other Party for any liabilities or obligations without the prior written consent of the applicable other Party.

ARTICLE V PRE-DEVELOPMENT PERIOD

Section V.01 Project Phasing

The Project shall be completed by the Developing Party in two general phases designated as Phase One and Phase Two. Each Phase shall be further delineated by the Developing Party into components and referred to herein as Sub-Phases with each Sub-Phase designated as Phase 1A, Phase 1B, Phase 2A, Phase 2B, etc., as applicable. The Parties acknowledge that subject to the approval by the City and the Issuer (which approval may not be unreasonably withheld delayed or conditioned, Phase 1B maybe further separated by the Developing Party as may be necessary in connection with the Project timeline and construction process. Without limitation, the delay or decrease of available revenues for the payment of the Bonds shall be reasonable bases for the City's or the Issuer's refusal of a separation in accordance with the preceding sentence. For each applicable Sub-Phase, the Developing Party shall complete the Pre-Development Services (as defined in Section V.04, below) and shall submit a Preliminary Phase Plan (as defined in Section V.05, below) that incorporates the results and work product from the Pre-Development Services.

The Parties acknowledge, the Developing Party shall submit such Preliminary Phase Plan to the City for its review and approval, subject to the terms of this Agreement. The Developer and Fortuitous have submitted, and the City has approved, the Preliminary Phase Plan for Phase 1A, comprised of a portion of the Riverwalk located on both the City-Owned Site and the Stadium Site and the Tidewater Stadium and related improvements on the Stadium Site, and such Preliminary Phase Plan is attached hereto and incorporated herein as **Exhibit G**.

Section V.02 Access to Capital for Phase One

Subject to Permitted Delays, the Developing Parties shall use commercially reasonable efforts to achieve Substantial Completion of the Project, including, without limitation, by securing sufficient capital and financing to complete the Project within the time requirements set forth herein. Subject to Permitted Delays, without limiting the generality of the foregoing (a) within

one (1) year of the Effective Date, the Developing Party shall provide a written attestation accompanied by reasonable evidence to the City that it has secured sufficient capital and financing to complete Phase 1A, and (b) within twenty (24) months of the Effective Date, the Developer shall provide a written attestation accompanied by reasonable evidence to the City that it has secured sufficient capital and financing to complete Phase 1B of the Project with said 24-month period subject to an automatic six-month extension to coincide with the timeline for submission of Definitive Phase Plans under Section VI.01, provided that the Developer shall use commercially reasonable efforts to complete both the Definitive Phase Plans and evidence of sufficient capital and financing within said 24-month period. Until such time as aforementioned attestations have been provided to the City, the Developing Parties shall provide the City with quarterly written reports on its progress toward securing such capital and financing.

Section V.03 Collaboration on Public Improvements

The Developing Parties and the Pawtucket Parties shall make good faith efforts to collaborate on a regular and ongoing basis with respect to the design and specification of the Public Improvements (the “**Public Improvement Process**”). The Preliminary Phase Plan for any Sub-Phase shall reflect the results of this Public Improvement Process.

Section V.04 Pre-Development Services

Prior to submitting the Preliminary Phase Plan for each Sub-Phase, the Developing Party shall complete the following services (the “**Pre-Development Services**”) with regard to such Sub-Phase:

(a) Determine all Permits and Approvals required for the Sub-Phase and update to the extent necessary the Project Timeline;

(b) Identify any necessary Permits and Approvals, rezoning, and the tasks necessary to effect obtaining the Permits and Approval and such rezoning regarding such Sub-Phase to enable the Project to be constructed in accordance with the corresponding Preliminary Phase Plan;

(c) Engage such professionals as the Developing Party in its discretion deems necessary to complete any required surveys, parking studies, traffic studies, engineering site-review, environmental due diligence and other reasonably necessary pre-development studies;

(d) Prepare and submit to the City budgets and schedules for the completion of each of the Improvements to be completed during such Sub-Phase, which such budgets shall be consistent with the Public Improvements Budget and shall identify, with reasonable specificity the sources and uses of funds and the schedule of contributions associated with such sources and uses; and

(e) Prepare and submit to the City representative conceptual design renderings and schematic design level site plans for the Improvements to be completed during such Sub-Phase as more fully described in the attached Exhibit A-2.

Section V.05 Preliminary Phase Plans

The Developing Party shall submit a preliminary development plan for each Sub-Phase, (a

“Preliminary Phase Plan”), which such Preliminary Phase Plan shall include all supporting documents, results and work product produced in connection with the Pre-Development Services for such Sub-Phase in accordance with the preceding Section V.04. The Pawtucket Parties shall not be obligated to issue any Bonds (as hereinafter defined) or provide any funding in connection with such Sub-Phase and the Developing Party shall have no further obligation under this Agreement to construct such Sub-Phase unless and until the City has reviewed and approved the relevant Preliminary Phase Plan as set forth herein.

Following submission of Preliminary Phase Plan, the City shall have thirty-five (35) days to review the Preliminary Phase Plan (the **“Preliminary Phase Review Period”**). Prior to the expiration of the Preliminary Phase Review Period, the City shall deliver to the Developing Party written notice that the City either (i) approves the Preliminary Phase Plan, or (ii) has found Material Deviations in the Preliminary Phase Plan as compared to the Development Plan or that the Developing Party has not included the components identified in Sections V.04 which written notice shall include a sufficient description of the same (**“Preliminary Phase Remediation Notice”**). If the City fails to provide any written notice to the Developing Party during the Preliminary Phase Review Period the applicable Preliminary Phase Plan shall be deemed to be approved. During the thirty (30) day period following receipt by Developing Party of the Preliminary Phase Notice Letter, the Parties in good faith shall discuss and work to resolve any Material Deviations or required submissions as set forth therein. In the event that the Parties have not resolved the same withing such 30-day period the matter shall be resolved in accordance with the dispute resolution process set forth in IX.20.

The Parties acknowledge and agree, that the Developing Party has submitted to the City, and the City has approved, a Preliminary Phase Plan for Phase 1A, attached hereto and incorporated herein as **Exhibit G**. Subject to Permitted Delay, the Developing Party shall have submitted its Preliminary Phase Plan for all Sub-Phases required for the completion of Phase One within eighteen (18) months of the Effective Date. The Preliminary Phase Plan includes the Project Timeline, construction schedule and budget, both of which are delineated by Project component.

For the avoidance of doubt, any approvals required by the City pursuant to this Agreement shall be in addition to the required approvals for any other project within the City, including, without limitation, planning, zoning and permitting approvals.

Section V.06 Phase 1A Parking and Traffic Study; Application for Permits and Approvals

(a) In connection with the Preliminary Phase Plan for Phase 1A, the Developing Party has completed parking and traffic studies in connection with the requirements of such Phase 1A and has included the results of such studies and sufficient plans to provide adequate parking, traffic management, and construction infrastructure during and after the construction of Phase 1A to the Preliminary Phase Plan for Phase 1A. Additionally, the Developing Party has completed a parking and traffic study for Phase One which shall be updated and be submitted no later than five (5) months prior to the anticipated Certificate of Occupancy for Phase 1A.

(b) Following the approval of the Preliminary Phase Plan, the Developing Party shall use commercially reasonable efforts to file applications for, supervise and coordinate all work of

the professionals associated with or necessary to such applications and pursue the Permits and Approvals required for the entitlement, construction, development and operation of the relevant Sub-Phase. All costs associated with any Permits and Approvals shall be included in the budgets included in the Preliminary Phase Plan and the Definitive Phase Plan (each as hereinafter defined). Notwithstanding the foregoing, the building and local permits shall be obtained and included with the corresponding Definitive Phase Plan.

Section V.07 Reimbursement of Pre-Development Costs

Costs of the Public Improvements consistent with the Public Improvements Budget, approved by the City in connection with the applicable Preliminary Phase Plan, and incurred by the Developing Party in connection with the Pre-Development Services (“**Pre-Development Costs**”) shall be reimbursable, to the extent permitted by law, from the proceeds of tax-exempt Bonds or from taxable Bonds in connection with the Sub-Phase in which such Costs are incurred, subject to the terms hereof. Such reimbursement shall be in accordance with the terms of the requisition process established in Section VII.02, below, provided that: (i) such Costs have been approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed, and are consistent with the budget for such Sub-Phase, as set forth in the corresponding Preliminary Phase Plan; and (ii) for Public Improvements, such Costs were incurred with a vendor selected by the Developing Party and reasonably acceptable to the City and for all Costs incurred after the date hereof in excess of \$10,000 based on the Developing Party’s receipt and review of multiple competitive bids; provided, that, the foregoing vendor selection requirements shall not apply to those vendors engaged by the Developing Party in connection with Phase 1A and identified in the Preliminary Phase Plan for Phase 1A and such vendors have been approved by the City. For purposes of the reimbursement of Pre-Development Costs, the Costs listed on Schedule A-1 attached hereto shall be reimbursable, to the extent permitted by law, from tax-exempt Bonds or from taxable Bonds and treated as paid from the Public Improvements Budget for Phase 1A.

ARTICLE VI CONSTRUCTION OF IMPROVEMENTS

Section VI.01 Submission and Approval of a Definitive Phase Plan

The Developing Party shall not commence construction or incur any Costs in connection with any Sub-Phase, other than approved Pre-Development Costs, prior to submitting and receiving approval of the Pawtucket Parties, in writing, of the Definitive Phase Plan (as hereinafter defined) for such Phase completed and approved in accordance with the terms of this Article VI (a “**Definitive Phase Plan**”). The Definitive Phase Plan shall include the components identified in Section VI.02, below, in connection with the applicable Sub-Phase. The Developer shall submit the Definitive Phase Plan for all of the Sub-Phases for the completion of Phase One within thirty months (30) months of the Effective Date.

Following submission of Definitive Phase Plan, the City shall have thirty (30) days to review the Definitive Phase Plan (the “**Definitive Phase Review Period**”). Prior to the expiration of the Definitive Phase Review Period, the City shall deliver to the Developing Party written notice that the City either: (i) approves the Definitive Phase Plan, or (ii) has found Material Deviations in the Definitive Phase Plan as compared to the Preliminary Phase Plan or that the Developing Party has not included the components identified in Section VI.02 which written notice shall

include a sufficient description of the same (“**Definitive Phase Remediation Notice**”). If the City fails to provide any written notice to the Developing Party during the Definitive Phase Review Period the applicable Definitive Phase Plan shall be deemed to be approved. During the thirty (30) day period following receipt by Developing Party of the Definitive Phase Notice Letter, the Parties in good faith shall discuss and work to resolve any Material Deviations or required submission as set forth therein. In the event that the Parties have not resolved the same within such 30-day period the matter shall be resolved in accordance with the dispute resolution process set forth in IX.20.

Section VI.02 Definitive Phase Plan Components

Each Definitive Phase Plan shall include the following components for the applicable Phase of the Project:

(a) Plans and Specifications: a complete and accurate set of final construction-ready plans and specifications for the relevant Sub-Phase, prepared, signed and stamped by a Rhode Island registered architect and engineer. Such plans shall include the Developing Party’s standards book which establishes the overall design framework for the Project, and sets standards for materials, colors, etc. (together with the aforementioned plans and specifications, the “**Plans and Specifications**”). Notwithstanding the approval process identified in Section VI.01, above, with respect to the City-Owned Site, the Developer shall submit the Plans and Specifications to the construction manager retained by the City (the “**Owner’s Representative**”) for review. Upon review for constructability and consistency with the relevant Preliminary Phase Plan, the Owner’s Representative shall make a recommendation to the Director of Public Works for approval, the Director of Public Works shall conduct his own review with approval not to be unreasonably withheld or delayed. However, any component of such Plans and Specifications that materially deviates from the approved Preliminary Phase Plan, shall require review and approval by the Pawtucket Parties in accordance with Section VI.01.

(b) Final Budget: a complete and final itemized budget for the relevant Sub-Phase indicating, with specificity, the direct hard construction costs and all related development costs, including non-construction indirect soft costs, which such final budget shall be substantially similar with the budget included in the corresponding Preliminary Phase Plan and shall include a sources and uses table identifying the different sources of funding and the specific uses of those funds, which such table shall provide projected schedule of uses of cash related to such sources and uses, and shall include evidence that all identified sources have been approved and are available to be spent in accordance with such budget (a “**Final Budget**”). To the extent such Final Budget includes proceeds of the Bonds, the amount of such proceeds shall not exceed the amount that may be supported by the projected tax revenues to be produced as a result of the completion of the Sub-Phase and identified for the payment of debt service on the Bonds, unless other revenues are identified and committed to the payment of debt service on the Bonds. Without limiting the generality of the foregoing, the Final Budget for the Public Improvements shall be substantially similar, in all material respects, with the Public Improvements Budget and shall include an itemized schedule of values with Public Improvements values separated. The Parties acknowledge that there is a possibility through no fault of the Developing Parties that final costs may differ from those included with the Preliminary Phase Plan. In the event that any such difference is material and exceeds the aggregate amount of the Bonds, the Developing Party will meet with the City and

the City and the Developing Party will engage in good faith in a scope reconciliation process to fit the Public Improvements within the Final Budget prior to execution of the General Construction Contract.

(c) Agreement Between Developer and Contractor: an executed guaranteed maximum price contract (a “**General Construction Contract**”) between the Developing Party and contractor (a “**General Contractor**”) with a schedule of values/costs for the completion of the relevant Sub-Phase containing customary terms and in a form acceptable to the Developing Party. Each General Construction Contract shall identify the names of all architects, engineers and subcontractors with which the Developing Party is incurring Costs in connection with the relevant Sub-Phase. The General Construction Contract shall provide that the Pawtucket Parties shall have the option, but not the obligation, upon the Developing Party’s default (beyond any cure periods) of the General Construction Contract, to assume the General Construction Contract.

To the extent that a General Construction Contract relates to the construction of Public Improvements, the Developing Party shall, and shall require the General Contractor to, make commercially reasonable efforts to ensure that the General Contractor and all subcontractors shall enter into a project labor agreement for the development of the Sub-Phase and the Developing Party and General Contractor shall comply with all requirements related to Rhode Island General Laws Chapter 37-13, as applicable. The General Contractor shall use good faith efforts both to ensure that construction materials are purchased from qualified vendors located in the City and to retain qualified subcontractors located within the City, provided such subcontractors and vendors are economically and qualitatively competitive. The City acknowledges that the Developing Party and its third party contractors have the ultimate right to choose their employees and contractors, however, for the Public Improvements the terms upon which contractors are retained remain subject to the oversight of the City and the Owner’s Representative. Without limiting the generality of the foregoing, the Developing Party shall use its commercially reasonable efforts to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible. The General Construction Contract shall provide that the Pawtucket Parties shall have the option, but not the obligation, upon the Developing Party’s default, to assume the General Construction Contract, subject to the rights of lenders with respect to the Private Improvements;

(d) Payment and Performance Bond: The General Contractor shall furnish a performance bond and labor and material payment bond (a “**P&P Bond**”) meeting all statutory requirements in the State, for the completion of the construction of the relevant Sub-Phase with a portion of said bond (or a separate bond) naming the Pawtucket Parties and Trustee as dual obligees and beneficiaries up to the amount of the Public Improvements, in form and substance reasonably satisfactory to the City and, without limitation, complying with the following requirements:

(i) Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the City in the City’s sole judgment.

(ii) The P&P Bond shall be executed by a responsible surety licensed to do business in the State, with a Best’s rating of no less than A/XII, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion of the relevant Sub-Phase, or the time required to resolve any items of incomplete work and the payment of any disputed amounts, whichever time period is longer.

(iii) The P&P Bond shall each be in an amount equal to the total amount of the Final Budget for the relevant Sub-Phase as the same may be adjusted by any change orders.

(iv) The General Contractor shall require the attorney-in-fact who executes the required P&P Bond to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

(v) Every P&P Bond under this Section VI.02(d) must display the surety's bond number. A rider including the following provisions shall be attached to each P&P Bond:

(A) The surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Definitive Phase Plan. Any addition, alteration, change, extension of time, or other modification of the Definitive Phase Plan, or forbearance on the part of either the City or the General Contractor to the other, shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived.

(B) The surety agrees that a portion of or a separate P&P Bond will name the City of Pawtucket and the Pawtucket Redevelopment Agency and to any successor, grantee, or assignee of such parties as dual obligees with respect to the Public Improvements.

(e) Flood Determination: An elevation certificate and reasonably adequate flood insurance if located in a flood zone.

(f) Public Easements: proposed Public Access Easements for public access to the Public Improvements and conveying further rights in the Public Improvements to the City. Such Public Access Easements shall be conveyed and recorded by the Developing Party immediately upon completion of the relevant Sub-Phase. If only certain components of such Sub-Phase are completed, the Public Access Easements shall be conveyed and recorded for those components.

(g) Construction Schedule: a detailed construction schedule outlining critical path sequencing in Microsoft Project or similar program format and detailing the timeline for completion of the Project components being constructed in the relevant Sub-Phase, and of the component parts thereof. As applicable and subject to Section V.06 of this Agreement, such schedule shall also include a plan for any required impositions on the flow of traffic and/or parking on public rights of way during the construction of the relevant Sub-Phase (a "**Construction Schedule**").

(h) Construction Infrastructure Plan: a plan for the management of construction infrastructure during the development of the Sub-Phase. Without limitation, such plan shall include identification of a lay-down area, parking for construction workers, necessary street closures and a plan for the delivery and transit of construction equipment and materials.

(i) Financial Reports: financial reports of each relevant Developing Party reasonably sufficient for the City, the Issuer and their related parties to determine that such Developing Party has sufficient resources or access to such resources to complete the relevant Sub-Phase in accordance with the terms of the Definitive Phase Plan.

(j) Remediation and Monitoring Plan: a remediation and monitoring plan for any environmental or hazardous conditions on the Subject Parcels as identified in the due diligence incorporated in the corresponding Preliminary Phase Plan and which complies with any regulatory or governmental requirements applicable to such conditions and/or the environmental condition of the Subject Parcels.

(k) Certificate of Project Readiness: a signed certificate by the Developer stating that a project readiness assessment has been completed and certifying that there are no impediments to proceeding with the construction of the relevant Sub-Phase in accordance with the relevant Construction Schedule.

(l) Permits and Approvals: a complete list of all Permits and Approvals required and received in connection with the Sub-Phase which list shall include the identification of the issuer of the Permit and Approvals and the date the same was approved.

(m) Additional Information: any additional information reasonably requested to assist the City or Issuer in evaluating the Definitive Phase Plan.

Section VI.03 Duty of the Developer to Construct.

Each relevant Developing Party shall make commercially reasonable efforts to ensure the Project is constructed and shall ensure that each Sub-Phase is constructed in accordance with the relevant Permits and Approvals, Preliminary Phase Plan, Definitive Phase Plan and in compliance with the applicable ordinances and regulations of the City, as applicable. The Developing Party shall not incur any Costs or take any action or fail to take any action that affects the tax exempt status of the Bonds.

Section VI.04 Timing of Construction and Change Orders.

(a) Construction Requirement. Subject to Permitted Delay and subject to Change Orders, the Developing Party shall construct each Sub-Phase in accordance with the Construction Schedule included with the Definitive Phase Plan for that Sub-Phase.

(b) Developing Party Change Orders. The Definitive Phase Plan shall not be changed or otherwise modified or supplemented (each a “**Change**” and, collectively, “**Changes**”) as it relates to the Public Improvements in any material respects or a Substantial Change made relating to Private Improvements except pursuant to a Change Order requested by the Developing Party and approved by the City in writing pursuant to the terms hereof (or such other terms as are agreed to by the City’s Authorized Representative (defined in Section VI.08, below)) (each a “**Developer Change Order**” and, collectively, “**Developer Change Orders**”). Each Developer Change Order shall (i) be in writing, numbered in sequence and signed by the Developing Party (provided that the Developing Party may delay such execution or condition such execution upon the receipt of any approval required hereunder); (ii) contain an estimate by the Developer’s General Contractor of changes in the Construction Schedule and the Public Improvements Budget that will result from the proposed Developer Change Order, and (iii) to the extent not previously approved or deemed approved by the City, be submitted to and approved or disapproved by the City as provided in this Section VI.04. For the avoidance doubt, the Developing Party is not required to submit a Developer Change Order nor does the City need to approve any change to the Private

Improvements that is not a Substantial Change but shall be required to provide the City with notice of the same, which such notice shall include any change order submitted by the Developing Party to the General Contractor.

(i) Each Developer Change Order shall be reviewed by the Owner's Representative and the Owner's Representative shall make a written recommendation to the Director of Public Works, who shall approve or disapprove such Developer Change Order in writing no later than fourteen (14) days following the date the Developer Change Order was delivered to the City's Owner's Representative. If approved, such approval shall be memorialized by the Director of Public Works by the delivery of such written approval to the Developer accurately identifying each approved Developer Change Order (in either case, a "**Written Change Order Approval**").

(ii) Notwithstanding anything to the contrary contained herein, Developer Change Orders for Necessary Change shall not require the approval of the City pursuant to any other provision of this Article VI, but the Developing Party shall deliver a copy of any Developer Change Order relating thereto to the City.

(iii) Notwithstanding anything to the contrary contained herein, under no circumstances shall any Developer Change Order require the Pawtucket Parties to pay any increased amount towards the costs of the Project, unless such change is approved by the City as provided in this Section VI.04, subject to Applicable Laws.

(c) City Change Orders.

(i) Should the City wish to implement Changes in the construction documents applicable to a particular Public Improvement to be constructed by the Developing Party under the terms of this Agreement, the City will notify the Developing Party of such proposed Change and the details thereof sufficient for the Developing Party to prepare a draft Change Order (each a "**City Change Order**" and, collectively, "**City Change Orders**"). The City, at no expense to the Developing Party, shall be responsible for obtaining all required approvals with respect to any City Change Order proposed by the City under this Section VI.04(c)(i) and the Developing Party shall have no obligation to suspend construction while the City pursues any such approvals or to modify construction thereafter. Notwithstanding the foregoing, the Developing Party may reject any City Change Order if the Change to the Public Improvements is a Material Deviation.

(ii) No later than ten (10) business days after receipt of any such notice from the City (including written approval of such Change by the City (and, if required, the City Council), and any applicable governmental authority), the Developing Party shall have the Developer's General Contractor provide to the City detailed cost estimate and Construction Schedule impact information relative to the proposed City Change Order in the form of a draft City Change Order. No later than ten (10) Business Days following receipt by the City of the information specified in the foregoing sentence, the City shall provide Developing Party with written notice of its intent to proceed (a "**Notice of Intent to Proceed**") or not to proceed with the requested City Change Order pursuant to the terms specified in the draft City Change Order and confirmation as may be reasonably required by the Developing Party of the City's obligation and appropriation of funds to pay any increased Public Improvements Costs attributable thereto.

(iii) Within ten (10) business days after the Developing Party's receipt of the Notice of Intent to Proceed and requested financial information described in Section VI.04(c)(ii), the draft City Change Order shall be converted to a final City Change Order, which shall be in writing, numbered in sequence and approved in writing by the City (the "**Final City Change Order**"). The amount payable by the City hereunder with respect to the Public Improvements shall be increased by the positive net cost impact related to City Change Orders with respect to the Public Improvements.

Section VI.05 Reserved.

Section VI.06 Insurance.

(a) The Developing Party shall obtain or shall require that the General Contractor and all subcontractors shall obtain all insurance coverages required by the Indenture, and if not required by the Indenture, then such coverages customary for similar projects, including but not limited to, workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar projects (collectively, the "**Construction Insurance**"). Such Construction Insurance shall be obtained from financially sound and reputable insurers licensed to do business in the State and have an A.M. Best rating of not less than A-X or, if not rated with A.M. Best, the equivalent of A.M. Best's surplus size of A-VII, be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved. If Developing Party fails to maintain any insurance as provided in this Agreement, the Pawtucket Parties may, upon at least ten (10) days written notice to Developing Party, procure and maintain such insurance at the expense of Developing Party. All amounts of money paid therefor by the Pawtucket Parties shall be repaid to the Pawtucket Parties within ten (10) days of demand therefor. The Construction Insurance identified herein shall remain in full force and effect until the completion of the construction of the relevant Sub-Phase, at which point the insurance requirements of the Developing Party shall be governed by the Ground Lease and the other agreements incorporated therein.

(b) All liability policies shall provide that the Pawtucket Parties and the Trustee are listed as additional insureds and loss payees as to the activity and work performed by the Developing Party in accordance with this Agreement, subject to the terms of the Ground Lease and any of the Incorporated Agreements.

(c) Without limiting the generality of this Section VI.06, the insurance requirements applicable to the Developing Party and the General Contractor are further set forth in that certain Insurance Agreement attached hereto as **Exhibit H**.

Section VI.07 Commencement of Construction and Collaboration.

Without limiting the foregoing Sections of this Article VI, the Developing Party agrees that it will continue to use reasonable, good faith efforts to take all actions necessary to commence and complete construction of the Project and to work collaboratively with the City. The Developing Party shall continue to provide the City with information pertaining to the Project reasonably requested by the City, and upon prior written request, subject to customary safety requirements

and at reasonable times, permit the City or its representatives access to the construction sites for observational purposes and shall allow the City or its representatives to sit in, but not participate, in regular project status meetings. For the avoidance of doubt, nothing in this Section VI.07 shall create any additional approval rights in favor of the City and the City shall not interfere in the construction of the Project in any way.

Section VI.08 Authorized Representatives.

Each of the Fortuitous Parties and the City shall name an “Authorized Representative” who shall have the power and authority to act on behalf of each Party with respect to all construction related matters. The Fortuitous Authorized Representative initially will be Daniel J. Kroeber, and the City’s Authorized Representative initially will be _____. The Parties may change at any time their respective Authorized Representative upon written notice to the other Parties. Except as otherwise expressly provided in this Agreement, whenever approval or action by either of the Fortuitous Parties or the City is required by this Agreement, such action or approval may be taken or given by the Authorized Representative. A Party to this Agreement may rely upon the representation of the other parties’ Authorized Representative that such person has the requisite authority to give the approval or take the action being done by that Authorized Representative. A Party may not later deny that its Authorized Representative had the authority represented to and relied upon by another party or revoke or deny any action taken by such Authorized Representative which was relied upon by another party to this Agreement.

Section VI.09 Effect of Adverse Change in Zoning Regulations or Development Plan Requirements.

Notwithstanding anything to the contrary contained herein, if, prior to the issuance of Permits and Approvals for any portion of the Improvements and the closing of the construction financing for such Improvements, any change is made to the zoning regulations and/or the Development Plan Requirements applicable to the Project that are inconsistent with the Definitive Phase Plan or that would prevent Developing Party from constructing the Project in compliance with the Definitive Phase Plan and this Agreement, the Developing Party shall have the option to (a) right to terminate this Agreement upon written notice to the City and the Issuer, or (b) pursue such approvals now required (the “Additional Approvals”) and the time requirements set forth herein shall be extended for such time periods necessary to obtain a final determination relating to the Additional Approvals. If following a final determination the Developing Party has obtained the Additional Approvals, the Developing Party may terminate this Agreement by providing written notice to the City and the Issuer.

ARTICLE VII CONDITIONS PRECEDENT TO ISSUANCE OF BONDS AND PAYMENTS TO THE DEVELOPER

Section VII.01 Issuance of Bonds for Phase One

(a) Subject to the approval of a Definitive Phase Plan, the execution of an incentive agreement between Commerce, the Developing Party and the City, the Issuer shall use its best efforts to issue and sell the Bonds in one or more series the amount specified in the Final Budget included in such Definitive Phase Plan, provided, however, that the amount of such Bonds in

support of the entire Project, shall not exceed \$36,242,350 in the aggregate across Phase One (the “**Principal Amount**”) unless otherwise increased by the Pawtucket Parties. The Issuer shall use its best efforts to prepare Official Statements for limited public offerings or private placements, and shall use its best efforts to execute and deliver any and all other documents and instruments as to which the Issuer’s execution is required for the issuance of the aforementioned Bonds, including, but not limited to, the following

- (i) an executed counterpart of this Agreement;
 - (ii) an executed original of the Indenture;
 - (iii) an executed original of a Series Indenture for the issuance of each series of Bonds;
 - (iv) executed originals of Bonds;
 - (v) an assessment resolution adopted by the City and duly recorded in the City Land Evidence Records (the “**Assessment Resolution**”);
 - (vi) one or more bond purchase agreements or bond placement agreement providing for the sale of the Bonds;
 - (vii) one or more Official Statements;
 - (viii) the approving opinion of bond counsel to the effect that upon issuance the Bonds shall have been validly issued and shall constitute valid and binding special obligations of the Issuer, together with a supplemental opinion in customary form and substance regarding the Official Statement as required by the purchaser or underwriter of the Bonds;
 - (ix) opinions of counsel to the Issuer and the City as to the due authorization, validity and enforceability of this Agreement; and
 - (x) opinion of counsel to the Trustee in form and substance reasonably satisfactory to bond counsel and the Issuer.
- (b) The Developing Parties shall take all necessary acts in connection with the issuance and sale of the Bonds, including, but not limited to
- (i) execution of this Agreement;
 - (ii) providing to the Issuer all necessary disclosure required in connection with the items identified in Section VII.01(a) regarding the Developing Parties and Fortuitous Partners and the Project, including, but not limited to, a 10b-5 certificate;
 - (iii) consent to the Assessment Resolution and recording thereof executed by the Developer;

(iv) delivering a certificate or certificates relating to the Developing Parties as to organizational documents, authorizing resolutions and a certificate of good standing, in form and substance reasonably satisfactory to bond counsel, the Issuer, the City and counsel to the underwriter or purchaser(s) of the Bonds; and

(v) delivering opinions of counsel to the Developing Parties and Fortuitous Partners as to the legal existence and good standing of each of the Developing Parties and Fortuitous Partners and the authorization and due execution of this Agreement and the Guaranty, together with supplemental opinions in customary form and substance regarding the Official Statement as required by the purchaser or underwriter of the bonds, in form and substance reasonably satisfactory to bond counsel, the Issuer, the City and counsel to the underwriter or purchaser(s) of the Bonds.

(c) Each Party and Fortuitous Partners shall cause to be delivered such other opinions, certificates and documents that bond counsel, the Developing Party, the Issuer and the City reasonably deem necessary for completion of the transaction and the issuance of the Bonds. In the event any Party in good faith reasonably determines that the conditions set forth in Section VII.01(a) and (b) have not been fulfilled, it may notify the other of such belief, including in reasonable detail its reasons therefor and what steps need to be taken to fulfill such conditions as remain unfulfilled, and upon such notice the Issuer may decline to issue the Bonds until it receives evidence that such conditions have been fulfilled. In the absence of prompt resolution of any disagreement over fulfillment of such conditions, a Party may resort to the federal or state courts within the State of Rhode Island for resolution of such disagreement.

Section VII.02 Payment to the Developing Party

(a) Subject to the issuance of the Bonds and subject to the requisition process outlined in this Section VII.02(b), the Trustee shall pay or reimburse the Developing Party for the Costs incurred in constructing each Sub-Phase, in each case in the amount(s) set forth in the corresponding Definitive Phase Plan. The aggregate amount to be paid or reimbursed to the Developing Party for Costs shall not exceed the lesser of (i) the actual Costs incurred, including any Costs related to the issuance of Bonds, and (ii) the maximum amount of Bonds, minus any Costs incurred for the issuance of the Bonds, subject to the terms of Section VI.04, above. Payment or reimbursement of the Costs shall be subject to all terms and conditions of this Agreement, the Indenture and any Series Indenture.

(b) Requisitions for payment or reimbursement to the Developer for its Costs in constructing the Public Improvements shall be submitted for approval to the Owner's Representative and the City's Director of Public Works, as set forth below, with invoices demonstrating such Costs have been incurred, as provided below:

(i) Requisitions are to be submitted substantially in the form attached hereto as **Exhibit D**, and shall include, all in form and substance reasonably acceptable to the City, at a minimum:

(A) A list of individuals or entities, including without limitation, all contractors, to whom funds were paid or are to be paid and amounts paid or to be paid to each from the requested requisition;

(B) Invoices demonstrating the requisitioned Costs have been incurred;

(C) A description of all work completed for which such amounts are to be paid;

(D) Requisitions shall not include requests for payment for portions of the Project for which the Developing Party and/or the General Contractor does not intend to promptly pay a subcontractor, employee or supplier;

(E) A current General Contractor's lien waiver and duly executed and acknowledged sworn statement showing all subcontractors and material suppliers with whom the General Contractor has entered into contracts related to the Project, the amount of each contract, the amount requested for any subcontractor and material supplier in the requested Requisition, and the amount to be paid to such contractors, material suppliers and General Contractor from such Requisition payment, together with similar sworn statements from all such subcontractors and material suppliers;

(F) Duly executed waivers of mechanics' and material suppliers' liens from all subcontractors, and, when appropriate, from material suppliers establishing payment or satisfaction of payment of all amounts requested in all previous Requisitions; and

(G) In instances where funding of costs other than direct hard construction costs is requested, Developing Party shall provide any other documentation reasonably requested by the City and/or the Issuer to support the amount of such Costs.

(ii) Requisitions shall be submitted to the Owner's Representative after signoff from the Developing Party's architect or engineer for review and recommendation for approval to the City's Director of Public Works no more often than monthly. Upon receipt, the Owner's Representative shall review the Requisition and conduct an inspection of the requisitioned work product to ensure such work product has been completed in a good and workmanlike manner and such Requisition is consistent with the relevant Definitive Phase Plan, including, without limitation, the relevant Construction Schedule, Final Budget, and Plans and Specifications. The Owner's Representative shall complete the aforementioned review and make a recommendation to the Director of Public Works within ten (10) days of receipt of the Requisition. Upon receiving such recommendation, the Director of Public Works shall promptly review such recommendation and Requisition for material errors, and, finding none, shall approve such Requisition within seven (7) days of receipt of the recommendation to the Director of Public Works.

(iii) If the Owner's Representative or the Director of Public Works does not approve the Requisition they shall provide the Developer in writing with a detailed reason for such rejection and if the rejection is in part and not all, payment shall be made on the portion of the Requisition that is not in dispute within the respective time periods set forth in Section VII.02(b)(ii). The Developing Party and the Owner's Representative and/or the Director of Public Works will meet in person within five (5) business days of any rejection of all or part of a

Requisition to resolve any dispute with respect thereto. If any such dispute cannot be resolved within seven (7) days, the Developer may file a claim in accordance with Section IX.20 below.

(c) Upon approval of each Requisition, it shall be forwarded by the City to the Trustee for payment in accordance with the Bond Documents which payment shall be made within five (5) business days of receipt of such approval.

(d) Construction of Improvements as to which payment or reimbursement is sought shall have been approved and inspected in accordance with the City's normal permitting and approval processes.

(e) If the Construction Manager or the Director of Public Works does not issue its approval of the Requisition or provide reasons for its rejection in accordance with the terms of this Agreement, the Developing Party upon seven (7) days written notice to the Construction Manager, may stop the work on the Public Improvements until the approval of the Requisition or reasons for rejection are provided. Regarding such Public Improvements, the Construction Schedule shall then be extended appropriately and the budget increased by the amount of costs and expenses incurred due to the suspension and the Developer shall have any other rights and remedies afforded to the Developing Party under this Agreement.

Section VII.03 Sequence of Funding.

The budget and construction timeline included in each Preliminary Phase Plan shall set forth the estimated timing and amount of the Requisitions for that Sub-Phase and, for Improvements being paid for from multiple funding sources, the corresponding sequence and timing of the anticipated payments from each such source.

Section VII.04 Alternative Reimbursement by the City.

(a) In the event that the Developing Party obtains alternate sources of public funds that cannot be used with respect to any of the Private Improvements but can be used to pay or reimburse the Developing Party for its Costs related to the Public Improvements, the amount so paid or reimbursed from such other sources shall be deducted from the Principal Amount of the Bonds available for issuance and/or from the proceeds of any such Bonds already issued, as applicable, unless additions to the Public Improvements have been requested by the City or there are overruns with respect to the Public Improvements through no fault of the Developing Party and then such funds may be utilized for such additions and/or overruns.

(b) In the event that the Issuer or the City obtains alternate sources of public funds or private funds, to pay or reimburse the Developing Party for its Costs in constructing any portion or portions of the Public Improvements, the amount so paid or reimbursed from such other sources of funds shall, at the option of the City (i) be deducted from the Principal Amount of the Bonds available for issuance and/or from the proceeds of any such Bonds already issued, as applicable, or (ii) be used to construct additional or enhance the Public Improvements. In the event the City obtains such other funds for additions to the Public Improvements requested by the City, the City may pay or reimburse the Developing Party for such Costs in addition to Costs paid or reimbursed with Bond proceeds and the Developing Party shall construct such additions as if they

were included in the Definitive Phase Plan (as may be supplemented by the City), subject to any required Permits and Approvals.

ARTICLE VIII DEFAULT

Section VIII.01 Treatment of Issuer and City.

A default by one Municipal Party shall not constitute a default by the other Municipal Party and neither Municipal Party shall be deemed to be aggrieved by any default by the other Municipal Party nor be entitled to exercise remedies against such defaulting Municipal Party.

Section VIII.02 Default by Developing Party.

The occurrence of any one or more of the following, beyond any applicable notice and cure period, shall constitute a “**Developer Default**” as that term is used in this Agreement:

- (a) Any conveyance or transfer in violation of Section IX.05 of this Agreement;
- (b) If any warranty or representation of the Developing Party contained in this Agreement is materially untrue as of the date made;
- (c) The Developing Party shall cease doing business as a going concern, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, file a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for the Developing Party or of all or substantially all of the Developing Party's assets or properties, or institutes any proceeding for the dissolution or liquidation of the Developing Party; a case, proceeding or other action shall be instituted against the Developing Party, seeking the entry of an order for relief against the Developing Party, to adjudicate the Developing Party as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against the Developer under the Bankruptcy Code or other present or future rule or regulation, which case, proceeding or other action either results in the entry or issuance of any other order or judgment having a similar effect or remains undismissed for sixty (60) days, or within sixty (60) days after the appointment, without the Developing Party's consent or acquiescence, of any trustee, receiver, custodian or other similar official for Developing Party or for all or any substantial part of the Developing Party's assets and properties, such appointment shall not be vacated;
- (d) The failure, on or before the applicable deadline therefor set forth in this Agreement (including the Construction Schedule) with respect thereto, to Substantially Complete any Public Improvement required to be completed by the Developing Party under the terms of this Agreement, and the failure to cure such default within seven (7) business days after notice thereof by the City to the Developing Party, provided that if such default cannot reasonably be cured within such seven

(7) business day time period, then the Developing Party shall have such additional time as may be reasonably necessary to cure such failure and no Developer Default shall be deemed to exist hereunder so long as the Developing Party commences such cure within the initial seven (7) business day period and diligently and in good faith pursues such cure to completion within one hundred twenty (120) business days after expiration of such seven (7) business day period; and

(e) The default by the Developing Party of any other material provision of this Agreement not expressly referenced elsewhere in this Section VIII.02 and the failure by the Developing Party to cure such default within seven (7) business days after notice thereof by a Municipal Party to the Developing Party, provided that if such default cannot reasonably be cured within such seven (7) business day time period, then the Developing Party shall have such additional time as may be reasonably necessary to cure such failure and no Developer Default shall be deemed to exist hereunder so long as the Developing Party commences such cure within the initial seven (7) business day period and diligently and in good faith pursues such cure to completion within one hundred twenty (120) business days after expiration of such seven (7) business day period.

Section VIII.03 Remedies for Developer Defaults.

During the existence of any Developer Default, the City may pursue any of the following remedies:

(a) With respect to any Developer Default described in Section VIII.02(b), the City shall be entitled to recover from the Developing Party any and all actual damages, including reasonable attorney's fees incurred by the City, arising out of or resulting from such default;

(b) With respect to a Developer Default described in Section VIII.02(a) and (c), the City may pursue any one or more of the following remedies, it being the intent hereof that none of such remedies shall be to the exclusion of any other; provided, however, that any such right shall not apply to individual parts or parcels of the Subject Parcels or any other parts of the Project for which a Certificate of Completion has been issued as provided in this Agreement: (1) with respect to a Developer Default under Section VIII.03(c), exercise any rights the City may have under any P&P Bond to complete the construction of the applicable Improvements or, in the City's sole option; (2) pursue an action for specific performance of the Developing Party's obligations under this Agreement; (3) pursue an action for any and all actual damages incurred by or asserted against the City as a result of the Developer Default, including reasonable attorney's fees incurred by the City, arising out of or resulting from such Developer Default; or (4) suspend the City's obligations under this Agreement to fund any further Public Improvements until the subject matter is resolved in accordance with Section IX.20 of this Agreement.

Section VIII.04 Default by the City or the Issuer.

The occurrence of any one or more of the following, beyond any applicable notice and cure period, with respect to the City and/or the Issuer shall constitute a "**Municipal Party Default**" as that term is used in this Agreement; provided, however, that a default by one Municipal Party shall not constitute a default by the other Municipal Party and neither Municipal Party shall be deemed to be aggrieved by any default by the other Municipal Party nor be entitled to exercise remedies

against such defaulting Municipal Party:

(a) If any warranty or representation of a Municipal Party contained in this Agreement is materially untrue as of the date made;

(b) The default by a Municipal Party under Section VII.02 and the failure of the Municipal Party to cure such default within ten (10) business days after notice thereof by the Developing Party to the Municipal Party;

(c) The default by a Municipal Party under Article VII (other than a breach of Section VII.02) and the failure of the Municipal Party to cure such default within thirty (30) business days after notice thereof by the Developing Party to the Municipal Party, provided that if such default cannot reasonably be cured within such thirty (30) business day time period, then the Municipal Party shall have such additional time as may be reasonably necessary to cure such failure and no Municipal Party Default shall be deemed to exist hereunder so long as the Municipal Party commences such cure within the initial seven (7) business day period and diligently and in good faith pursues such cure to completion within one hundred and twenty (120) business days after the expiration of said thirty (30) business day period;

(d) The default by any Municipal Party of any other material provision of this Agreement not expressly referenced elsewhere in this Section VIII.04, including without limitation the failure of a Municipal Party to make any payment due hereunder when due, and the failure by the Municipal Party to cure such default within thirty (30) business days after notice thereof by the Developing Party to the Municipal Party, provided that if such default cannot reasonably be cured within such thirty (30) business day time period, then the Municipal Party shall have such additional time as may be reasonably necessary to cure such failure and no Municipal Party Default shall be deemed to exist hereunder so long as the Municipal Party commences such cure within the initial thirty (30) business day period and diligently and in good faith pursues such cure to completion within ninety (90) business days after expiration of such thirty (30) Business Day period; or

(e) Either Municipal Party shall commence a voluntary case concerning the City under the Bankruptcy Code; or either Municipal Party commences any other proceedings under any reorganization, arrangement, readjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the City; or there is commenced against either Municipal Party any such proceeding which remains undismissed or unstayed for a period of sixty (60) days; or the Municipal Party fails to controvert in a timely manner any such case any such proceeding, or any order approving any such proceeding is entered; or the Municipal Party by any act or failure to act indicates its consent to, approval of, or acquiescence in any proceeding or the appointment of any custodian or the like of or for it for any substantial part of its property or suffers any such appointment to continue undischarged or unstayed for a period of sixty (60) days.

Section VIII.05 Remedies for Municipal Party Default.

Upon the occurrence of any Municipal Party Default, the Developing Party may pursue the following remedies:

(a) With respect to a Municipal Party Default described in Section VIII.04(a) relating to any representation or warranty of the City or the Issuer, the Developing Party shall be entitled to recover from the applicable Municipal Party any and all actual damages, including reasonable attorneys' fees incurred by the Developing Party, arising out of or resulting from the breach of such representation or warranty; and

(b) With respect to a Municipal Party Default described in Section VIII.04(b), (c), (d) or (e), the Developing Party may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other: (i) pursue an action for specific performance of the Municipal Party's obligations under this Agreement; (ii) pursue an action for any and all actual damages incurred by or asserted against the Developing Party as a result of the Municipal Party Default; and (iii) exercise or pursue any other remedy or cause of action permitted under this Agreement or any Related Agreement or conferred upon the Developing Party at law or in equity.

Section VIII.06 Payments by the City or the Issuer. Notwithstanding anything to the contrary contained herein, if the City or the Issuer fails to make any payment due under this Agreement in full when due, that portion of the payment that remains unpaid shall bear interest at the Default Rate from the date due until paid in full by the City or the Issuer to the Developing Party.

Section VIII.07 Termination Right. So long as the Parties are actively engaged in good faith in the dispute resolution mechanisms set forth in this Agreement, no Party may terminate or attempt to terminate this Agreement; provided, that termination may be a remedy sought by the Parties in connection with IX.21. Notwithstanding the foregoing, this Agreement may terminate as follows: (i) by the Developing Party, if the Bonds have not been issued by the time required by the approved Definitive Phase Plan; (ii) by the Pawtucket Parties, in the event of a material default in the construction of the Improvements in accordance with the terms of this Agreement which cannot be cured by the Developing Party within a reasonable time after receipt of written notice from the Pawtucket Parties; (iii) by the Parties by mutual agreement, or (iv) in the event of no further action by the Parties is possible under the terms of this Agreement. Termination shall not be deemed a waiver of any claims of the terminating party arising prior to the date of termination. Any termination under (i) or (ii) above may be stayed if the non-terminating party challenges the termination as provided in IX 21.

ARTICLE IX MISCELLANEOUS

Section IX.01 Limited Liability of the City.

The Developing Party agrees that any and all debt obligations of the Issuer issued in accordance with the terms of this Agreement are special obligations of the Issuer and shall not constitute general obligation debt of the City or the Issuer or a pledge of the City's or Issuer's full faith and credit. The Developing Party shall not have any claim against the Issuer or City or any of their officers, officials, agents, or employees for damages suffered as a result of the Issuer's or City's failure to perform in any respect any covenant, undertaking, or obligation under this Agreement, the Bonds or any other agreement, document, instrument or certificate executed,

delivered or approved in connection with the issuance, sale and delivery of the Bonds (collectively, the “**Bond Documents**”) or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents.

Section IX.02 Investor Letter.

The Pawtucket Parties agree, upon not less than thirty (30) days’ prior notice from Developing Party, to execute, acknowledge and deliver a written statement to Developing Party or to any actual or prospective lenders, security rating agencies, auditors, purchasers, or investors Developing Party may specify, which: (1) certifies that this Agreement is unmodified and in full force and effect (or if modified that this Agreement is in full force and effect as modified and states the modifications); (2) states to the best knowledge of the Pawtucket Parties whether Developing Party is in default in keeping, observing and performing any of the terms of this Agreement, and, if in default, specifies each such default of which the Pawtucket Parties have knowledge; and (3) certifies to the best knowledge of the Pawtucket Parties as to the existence of any offsets, counterclaims or defenses to this Agreement on the part of Developing Party (such statement, an “**Investor Letter**”). It is intended that any such statement may be relied upon by any prospective assignee of Developer’s interest in this Agreement; any existing or prospective securities rating agency, auditor, lender or investor providing financing or funds to Developing Party, or to any other prospective lender or investor, but reliance on such Investor Letter may not extend to any default of Developing Party as to which the Pawtucket Parties shall have no actual knowledge.

Section IX.03 Indemnification.

The Developing Party releases and indemnifies the City, the Issuer, the members of the board of the Issuer, the members of the City Council and the Issuer’s and the City’s respective officers, attorneys, agents and employees (collectively, the “**City Indemnified Parties**”) from all liabilities, claims, costs, damages, and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the City Indemnified Parties arising, directly or indirectly, in whole or in part, out of the misstatement of material fact by the Developing Party in connection with the issuance of the Bonds or the breach of contract by the Developing Party, negligence or willful act or omission of the Developing Party, its agents or anyone who is directly employed by the Developing Party, in connection with (i) this Agreement or (ii) the Project, provided that such release or indemnification shall not apply to any actions or claims brought as a result of the negligence, willful misconduct or fraudulent action of the City Indemnified Parties.

An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (a) the employment of such counsel has been specifically authorized by the indemnifying party in writing, or (b) the indemnifying party has failed to assume the defense and to employ counsel or (c) the named parties to any such action (including any impleaded parties) include both an indemnified party and the indemnifying party, and such indemnified party may have one or more legal defenses available to it which are different from or additional to those available to the indemnifying party, in which case, if the indemnified party notified the indemnifying party in writing that it elects to employ separate counsel at the indemnifying party’s expense, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party and the

indemnifying party shall be responsible for payment of the reasonable fees and expenses of such separate counsel. The party seeking indemnity shall fully cooperate with the indemnifying party and provide such assistance as the indemnifying party shall reasonably request in defense of any claim, demand, action or proceeding. Neither the indemnifying party nor any indemnified party shall be liable for any settlement made without their consent, which consent shall not be unreasonably withheld, conditioned or delayed.

The indemnifications set forth above are intended to and shall include the indemnification of all affected officials, attorneys, agents, officers and employees of the City and Issuer, respectively, and each and all of their successors and assigns. Those indemnifications and any other indemnifications provided for herein are intended to and shall be enforceable by each and every indemnified party to the full extent permitted by law and shall survive the termination of this Agreement. The Developing Party's liability under this section shall be reduced by the net proceeds actually collected from any insurance carried for the City Indemnified Party's benefit.¹

Section IX.04 Notices.

Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by facsimile or email of a PDF (with confirmation of transmission) or the next day when sent by a nationally recognized overnight courier or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

If to the City:	City of Pawtucket, Rhode Island City Hall 137 Roosevelt Avenue Pawtucket, Rhode Island 02860 Fax: Email:
with a copy to:	City Solicitor City of Pawtucket, Rhode Island City Hall 137 Roosevelt Avenue Pawtucket, Rhode Island 02860 Fax: Email:
If to the Developer and:	Fortuitous Tidewater OZ, LLC 15113 W. Sunset Blvd., Suite 6 Pacific Palisades, California 90272 Attention: Brett M. Johnson Fax: Email: brett@fortuitouspartners.com

¹ NTD: To be supplemented by the Insurance and Indemnification Agreement with a reference thereto.

If to Fortuitous:	<p>Fortuitous Partners, LLC 15113 W. Sunset Blvd., Suite 6 Pacific Palisades, California 90272 Attention: Brett M. Johnson Fax: Email: brett@fortuitouspartners.com</p>
With a copy to:	<p>Duffy & Sweeney, LTD. 321 South Main Street, Suite 400 Providence, RI 02903 Attention: Michael F. Sweeney, Esq Fax: 401-455-0701 Email: msweeney@duffysweeney.com</p>
If to the City:	<p>City of Pawtucket, Rhode Island City Hall 137 Roosevelt Avenue Pawtucket, Rhode Island 02860 Fax: Email:</p>
with a copy to:	<p>City Solicitor City of Pawtucket, Rhode Island City Hall 137 Roosevelt Avenue Pawtucket, Rhode Island 02860 Fax: Email:</p>
If to the Developer and:	<p>Fortuitous Tidewater OZ, LLC 15113 W. Sunset Blvd., Suite 6 Pacific Palisades, California 90272 Attention: Brett M. Johnson Fax: Email: brett@fortuitouspartners.com</p>
If to TS-LLC:	<p>Tidewater Stadium, LLC 15113 W. Sunset Blvd., Suite 6 Pacific Palisades, California 90272 Attention: Brett M. Johnson Fax: Email: brett@fortuitouspartners.com</p>
With a copy to:	<p>Duffy & Sweeney, LTD. 321 South Main Street, Suite 400 Providence, RI 02903</p>

Attention: Michael F. Sweeney, Esq
Fax: 401-455-0701
Email: msweeney@duffysweeney.com

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section IX.05 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Assignment of this Agreement by the Developing Party shall not be permitted without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In connection with any such consent of the City, the City may condition its consent on the ability of the proposed assignee to fulfill the obligations of the Developing Party under this Agreement, including upon the assignee's express assumption of all obligations of the Developing Party hereunder and availability of financial resources and qualified staff and professional resources. In any event, any such Assignment of this Agreement shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved by the City. Upon the City's written consent to an Assignment of this Agreement and the assignee's full assumption of Developing Party's obligations under this Agreement, the Ground Lease and all Incorporated Agreements, the Developing Party shall automatically, without further action by any party, be released from all obligations to the City under this Agreement and otherwise in connection with the Project. Upon request by the Developing Party, the City will provide written documentation confirming such release, but no confirmation shall be required for the Developing Party's enforcement of such release. Notwithstanding the foregoing, the prior written consent of the City shall not be required for any assignment to an Affiliate, or for a collateral assignment of this Agreement by the Developing Party, or any assignee, to an institutional or other commercial lender for the express purpose of obtaining financing for the construction of the Project, or any portion thereof, provided, however, that such an Assignment shall not relieve the Developing Party of its obligations hereunder, unless such Assignment is consented to by the City, in writing, as provided for in this Section IX.05.

Section IX.06 Other Agreements.

Nothing herein shall be construed as affecting the City's rights or duties, or the rights or duties of the Developing Party or any Affiliate of the Developing Party, to perform their respective obligations under other agreements, use regulations or subdivision requirements relating to the development within the Project Site. This Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

Section IX.07 No Other Liability of the Developer.

The obligations of the Developing Party hereunder are strictly limited to the obligations undertaken herein.

Section IX.08 Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

Section IX.09 Parties in Interest.

Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any Person or entity other than the City, the Issuer and the Developing Party any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement made by or on behalf of the City, the Issuer or the Developing Party shall be for the sole and exclusive benefit of the City, the Issuer and the Developing Party, respectively.

Section IX.10 Amendment.

(a) Amendment of Development Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto or their successors-in-interest or assigns consistent with the Authorizing Legislation.

(b) Insubstantial Amendments to Development Agreement. Any amendment to this Agreement, including to the Exhibits hereto, which, in the context of the overall Project contemplated by this Agreement, does not substantially affect the scope of the Project or the monetary obligations of the Pawtucket Parties, including, but not limited to, a modification to the definition of Effective Date, shall not, except to the extent otherwise required by law, require notice or public hearing before the City may agree to such amendments and the Parties may execute an amendment hereto. Furthermore, the Parties hereto agree to amend this agreement as reasonably required by bond counsel to the City to allow the Bonds to be issued and sold as contemplated hereby so long as any such amendment is not materially detrimental to the Developing Parties.

(c) Permitted Delays. In the event of changed conditions, changes in local, state or federal laws or regulations (other than changes expressly permitted by this Agreement), delays due to strikes, inability to obtain materials, delays caused by governmental agencies in issuing permits and approvals, any period of time during which a development moratorium or the actions of other public agencies that would prohibit development of the Property, civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, pandemic, quarantine, freight embargoes, the commencement of circulation of an initiative or referendum petition or the filing of any court action to set aside or modify this Agreement or the Permits and Approvals, or other circumstances described in this Agreement as giving rise to a Permitted Delay and which cause substantially interferes with carrying out the Project, as the Project has been approved, or with the ability of either party to perform its obligations under this Development Agreement (each such case individually "Permitted Delay"), then, except as to acts or conditions to which this Section IX.10 is expressly not applicable under other provisions of this Agreement, then the time for such act to be completed or the term of this Agreement, whichever is applicable, shall be extended for such period of time as the Permitted Delay shall exist but in any event not longer than for such period

of time during which Developing Party is undertaking reasonable and diligent efforts to correct such Permitted Delay to the extent any correction can be effected in a commercially reasonable manner by the

(d) Requirement for Writing. No modification, amendment or other change to this Development Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing, which refers expressly to this Agreement and is signed by duly authorized representatives of all the Parties or successors.

Section IX.11 Negotiated Document.

The Parties acknowledge that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against any party by reason of such Party having drafted such provision or this Agreement.

Section IX.12 Further Assurances.

Each party hereto shall do all acts and things and make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

Section IX.13 Severability.

Unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement and if any term or provision of this Agreement or the application thereof to any Person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances to which is valid or enforceable, shall not be limited, impaired or otherwise affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

Section IX.14 Entire Agreement.

This Agreement, together with the Exhibits attached hereto, contain all of the promises, agreements, conditions, inducements and understandings between the City, the Issuer and the Developing Party concerning the Project not otherwise set forth in a writing signed by the aforementioned Parties, and, as of the date of this Agreement, there are no promises, agreements, conditions, inducements or understandings, oral or written, express or implied, between them other than as expressly set forth herein and therein.

Section IX.15 Mutual Cooperation.

The City, the Issuer and the Fortuitous Parties each agree to execute their obligations hereunder in good faith and to cooperate to allow the other Parties to carry out the terms and provisions of this Agreement.

Section IX.16 Counterparts.

This Agreement may be executed in counterparts (including by means of signature pages delivered by facsimile machine or electronic transmission in portable document format (pdf)), all of which taken together will constitute one and the same instrument.

Section IX.17 Guaranty.

Fortuitous Partners hereby absolutely and unconditionally guarantees the prompt, complete, and full and punctual payment, observance, and performance of all the terms, covenants, and conditions provided to be paid, kept, and performed by the Developing Parties under this Agreement. The guaranty is more particularly described in the guaranty attached hereto as **Exhibit I**, executed by Fortuitous Partners.

Section IX.18 Term.

This term of this Agreement shall commence on the Effective Date and shall extend until the Substantial Completion of the Project or the termination of the Ground Lease, whichever occurs first, not to exceed twenty-five (25) years (the “**Term**”) unless said Term is sooner terminated as provided by this Agreement. The City has determined that the Permits and Approvals and this Agreement incorporate sufficient provisions to permit the City to monitor adequately and respond to changing circumstances and conditions in granting permits and approvals and undertaking actions to carry out the Project.

Upon completion of a Sub-Phase and issuance of the certificate of occupancy by the City and a Certificate of Completion, this Agreement shall no longer apply to such Sub-Phase nor shall this Agreement encumber such Sub-Phase and the Parties shall execute and deliver a certificate in a mutually acceptable form setting forth the same.

The Parties acknowledge that completion of the hotel and indoor event center which are Phase Two of the Project requires the availability of additional public financing. Notwithstanding anything to the contrary set forth in this Agreement, if such public financing is not available within eighteen (18) months of completion of Phase One or if the Developing Parties and the City have not reached agreement regarding the funding required to complete Phase Two within forty-eight (48) months of the Effective Date, this Agreement shall terminate as to Phase Two unless the Parties agree in writing otherwise.

Section IX.19 Correction of Technical Errors.

If, by reason of inadvertence, and contrary to the intention of the City, the Issuer and the Fortuitous Parties, errors are made in this Agreement in the legal descriptions or the reference thereto or within any exhibit with respect to the legal descriptions, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of the exhibits or any other similar matters, the parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

Section IX.20 Mediation

The Parties shall reasonably attempt to resolve any dispute arising between the Developing Parties and the Issuer and/or the City (the Pawtucket Parties and the Developing Party, each

constituting a “Party” for purposes of this Article IX) hereto concerning any matter of performance under, or interpretation or breach of, this Agreement, or any dispute over a Change Order, by mediation in Providence, Rhode Island in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as otherwise agreed by the Parties. Request for mediation by a Party shall be filed in writing with the other Party and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, the mediation shall proceed in advance of such arbitration, which shall be stayed pending mediation for a period of fourteen (14) days from the date of filing, unless otherwise agreed to by the Parties or for such longer period provided by court order. The Parties shall each pay one-half of the mediator’s fee and filing fees. The mediator with respect to any construction or design matter shall have at least ten years’ experience in the construction industry and at least six years’ experience as a mediator in cases involving complex construction. Both Parties shall each have a representative present at the mediation who has authority to bind it to a written settlement agreement. Positions and statements made by any Party during mediation may not be used against it in later proceedings if the Parties fail to reach a settlement agreement during mediation. Agreements reached in any mediation proceeding shall be enforceable as settlement agreements in any court having jurisdiction thereof. In no event shall any mediator be permitted to serve as an arbitrator for that or any other dispute that is not resolved pursuant to mediation, unless agreed to by both Parties. In the event the Parties do not agree to or cannot resolve such dispute through mediation as set forth in this Section IX.20, the Parties shall process to the arbitration process set forth in Section IX.21 of this Agreement.

Section IX.21 Arbitration.


In the event the Parties do not agree to or cannot resolve such dispute through mediation as provided in Section IX.20, such dispute shall be settled by a single arbitrator in Providence, Rhode Island, which arbitration, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (including the applicable procedures referenced below). Either Party may serve upon the other Party a written notice demanding that the dispute be resolved pursuant to this Section IX.21. Within ten (10) days after the giving of the above-mentioned notice, the Parties shall nominate and appoint an arbitrator and if the Parties cannot agree upon an arbitrator, the Parties shall request the American Arbitration Association to select the arbitrator. The arbitrator shall be duly qualified in the subject matter of the dispute under arbitration and shall afford to the Developer and the Pawtucket Parties the privilege of cross-examination, on the question at issue, and shall, with all possible speed (and, if no time period is specified in the applicable procedures referenced below, within 60 days after appointment of the arbitrator unless otherwise agreed to by the Parties), make his/her determination in writing and shall give notice to the Parties hereto of such determination. The fees of the arbitrator shall be divided equally between the Parties. The foregoing agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. Notwithstanding anything to the contrary contained in the Construction Industry Arbitration Rules of the American Arbitration Association, the (a) Fast Track procedures shall apply in any case in which no Party’s total disclosed claim or counterclaim exceeds \$250,000, (b) the Regular Track procedures shall apply in any case in which any Party’s total disclosed claim or counterclaim exceeds \$250,000, and (c) the Large, Complex Construction Case Track procedures shall apply in any case in which any Party’s total disclosed claim or

counterclaim exceeds \$1,000,000.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF PAWTUCKET, RHODE ISLAND

By: 
Name: Donald R Gerson
Title: Mayor

By: 
Name: Joanna L Heuneux
Title: Director of Finance

PAWTUCKET REDEVELOPMENT AGENCY

By: 
Name: BIANCA POLCASTRO
Title: Executive Director

FORTUITOUS TIDEWATER OZ, LLC
By BMJ Holdings OZ, Inc., its Manager

By: _____
Name: Brett M. Johnson, President

TIDEWATER STADIUM, LLC
By BMJ Holdings OZ, Inc., its Manager

By: _____
Name: Brett M. Johnson, President

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF PAWTUCKET, RHODE ISLAND

By: _____
Name:
Title:

By: _____
Name:
Title: Director of Finance

PAWTUCKET REDEVELOPMENT AGENCY

By: _____
Name:
Title:

FORTUITOUS TIDEWATER OZ, LLC
By BMJ Holdings OZ, Inc., its Manager

By: _____
Name: Brett M. Johnson, President

TIDEWATER STADIUM, LLC
By BMJ Holdings OZ, Inc., its Manager

By: _____
Name: Brett M. Johnson, President

EXHIBIT A
DEVELOPMENT PLAN

(see next page)



Tidewater Landing

Exhibit A - Development Plan



Now
part of

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Context

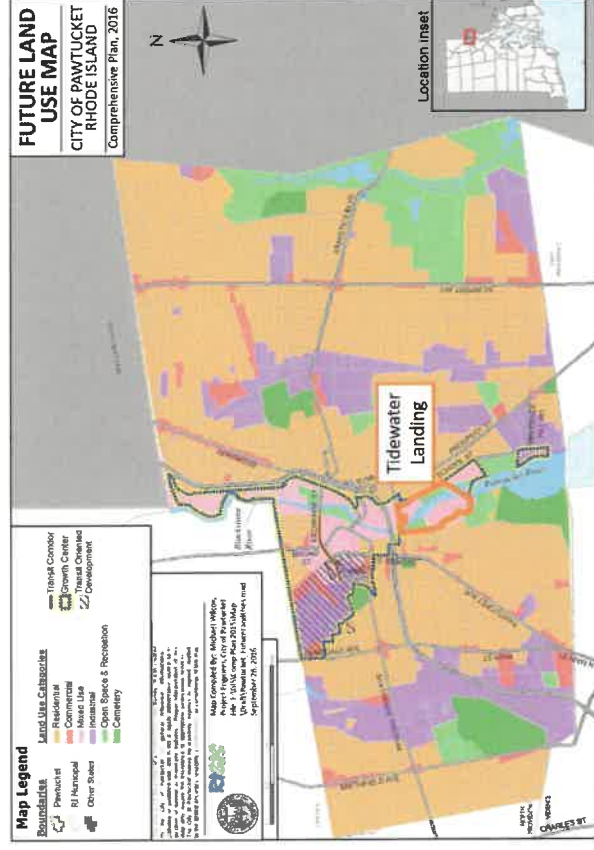
This Master Plan for the Tidewater Landing mixed-use development has been prepared in support of Fortuitous Partners' Development Plan application. This document outlines the overall development objectives, constraints, and general implementation timelines for review by the City of Pawtucket Planning and Zoning and Riverfront Commissions.

Over the last year, Fortuitous Partners has continued to work closely with the City of Pawtucket and State of Rhode Island to create a project that best meets the needs of the city, the environment, and the economic conditions. The project recently won a Brownfield Economic Development grant from the Rhode Island Department of Environmental Management (RIDEM) to further explore the environmental conditions and move the project closer to implementation. As the project continues to evolve, additional design will be completed and come before the Planning and Zoning and Riverfront Commissions for Development Plan review and approval. The goal is to have a transparent and collaborative partnership between Fortuitous Partners, the City of Pawtucket, the State of Rhode Island, and the residents of the surrounding neighborhoods that will ensure the success of this development and positive outcomes for all involved.

The Tidewater Landing development meets several of the City's goals and objectives for the area as outlined in the 2016 Pawtucket Comprehensive Plan. As a part of the Pawtucket Downtown Growth Center (PDGC), Tidewater Landing is a critical component of meeting the City's economic development, environmental cleanup, recreational, and cultural objectives. The project will increase the number of jobs and businesses, remediate contaminated property, and bring new cultural institutions to Pawtucket. The master plan consists of a mix of residential and commercial uses and public spaces that will support an active downtown area and provide creative placemaking opportunities.

Introduction

The project area is comprised of roughly 25 acres located along the Seekonk River divided into two development sites: the Tidewater Site on west side of the Seekonk River and the Division Site on the east side. The Tidewater Site is generally bounded by Taft Street to the west, Division Street to the north, the Seekonk River to the east, and Tidewater Street to the south. The Division Site is generally bounded by the Seekonk River to the west, Division Street to the north, Water Street to the east, and Festival Pier to the south.



In addition, the project area is located in the city's Redevelopment Area, where efforts are continually made to eliminate blight and facilitate redevelopment to revitalize the city and increase job opportunities and tax revenue. This project aligns with those goals and will be an economic catalyst for the Redevelopment Area and will complement the City of Pawtucket's other initiatives.

The project is also located within the boundaries of the Urban Coastal Greenway's Special Area Management Plan (UCG) as well as within a Development Zone. The development of these parcels not only provides an economic opportunity, but an environmental opportunity as well by integrating floodplain redevelopment, stormwater management, public access to the waterfront, increased recreational development on the water, brownfield redevelopment, and habitat restoration. Together, the development of these 27 acres will have a multifaceted transformative impact on Pawtucket.

Tidewater Site

The west side of the site ("Tidewater") will anchor the entire project. A new multipurpose stadium with complementary uses is proposed. This unique attraction will become a regional driver of tourism and economic opportunity.

The Tidewater site includes three parcels. The southern two parcels (65/0662 and 54/0826) are owned by The Narragansett Electric Company (National Grid). An administrative subdivision of two National Grid parcels will modify the parcel boundaries. A reconfigured parcel 58/0826, comprised of approximately 8.5 acres, will be leased to Fortuitous Partners for the new stadium along with surface parking south of the stadium and a public plaza north of the stadium. The reconfigured parcel 65/0662 is approximately 3.30 acres and will be retained by National Grid. This portion of the parcel is not part of the Fortuitous Master Plan. National Grid does intend to construct a maintenance road east of the stadium



which will serve as a riverwalk. Agreements between the City and National Grid are anticipated which will provide public access over the National Grid riverwalk.

Tidewater Site Parcels

Plat & Lot	Owner	Description	Address	Existing Zoning	Acreage
Tidewater Site					
54/0827	City of Pawtucket	Tidewater – North Side	Taft Street	RD1	5.35
54/0826 ¹	The Narragansett Electric Company	Tidewater – Stadium Site	Taft Street	RD1	8.50
65/0662 ^{1,2}	The Narragansett Electric Company	Tidewater – Stadium Site	200 Taft Street	RD1	0.00
Subtotal Tidewater Site					13.85

¹ Parcel areas reflect proposed reconfigured parcel areas.

² Reconfigured parcel 65/0662 acreage (3.3 acres) excluded from this Master Plan.

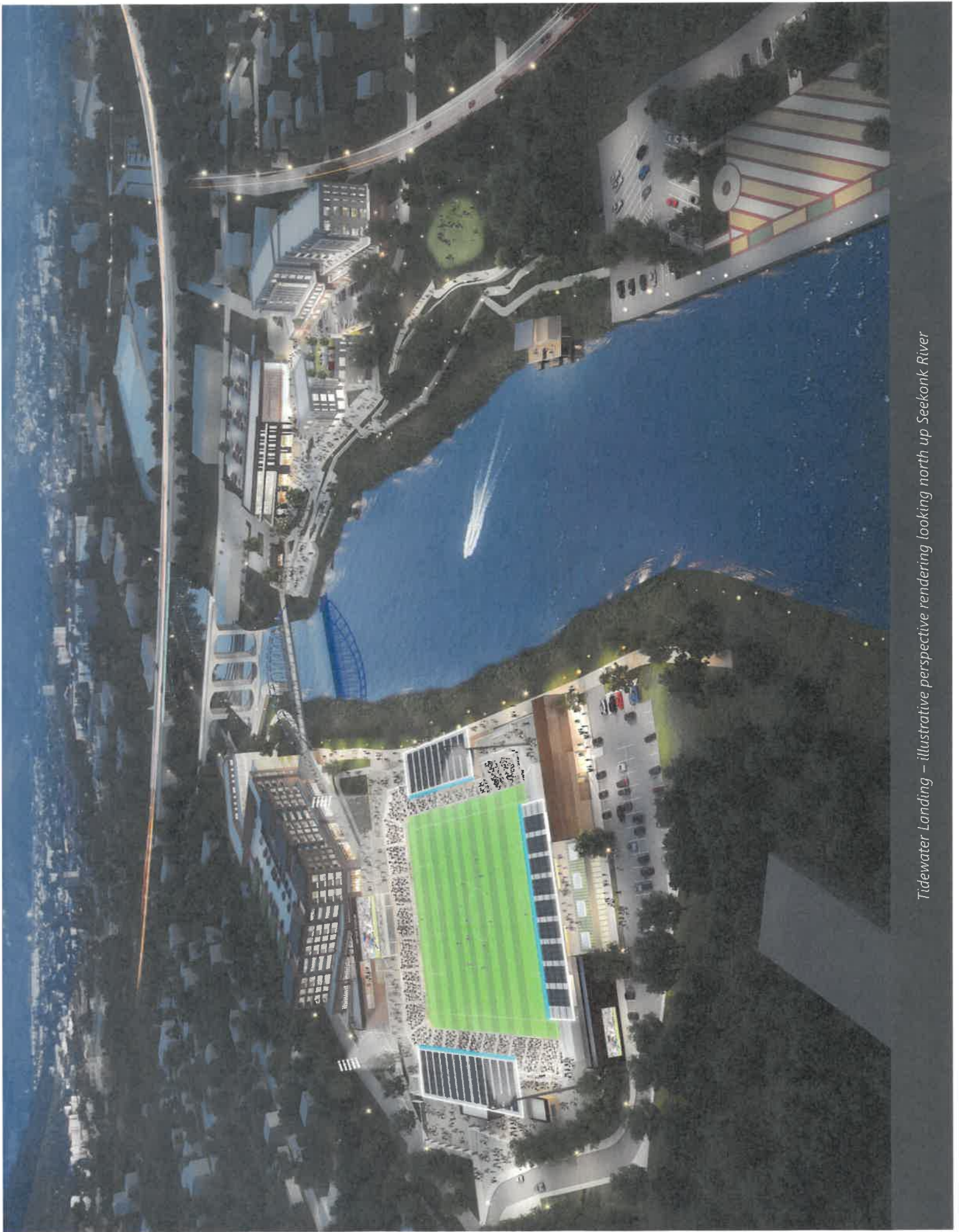
The stadium will be designed to accommodate the specific requirements for a United Soccer League Championship (USL) soccer club and will be the home of Rhode Island's new USL Championship franchise. The stadium field will be designed to accommodate other sports, such as lacrosse, football, field hockey, and rugby to host additional sporting events. The venue is also anticipated to host concerts and other non-sporting events. The initial stadium construction will include approximately 11,000 seats with plans to scale up to 15,000 seats as demand supports expansion.

A synthetic turf field will be positioned in the preferred north-south orientation and most of the seats located on the west side of the stadium will have desirable river views away from the setting sun. The design has been oriented to optimize views both into and out of the stadium. The stadium will have various plaza spaces with superior views of the river, bridges, and downtown and will be able to accommodate a variety of functions on non-game days such as civic groups, wedding receptions, and parties. A surface parking lot will be constructed on the south end of the site to serve these uses.

By designing multifunctionality into the site, the project provides a dynamic location that can be adapted based on market demand, ensuring that it will remain an active and thriving space throughout its lifetime. The activity generated by the stadium will also feed other development on the Tidewater site and across the river.



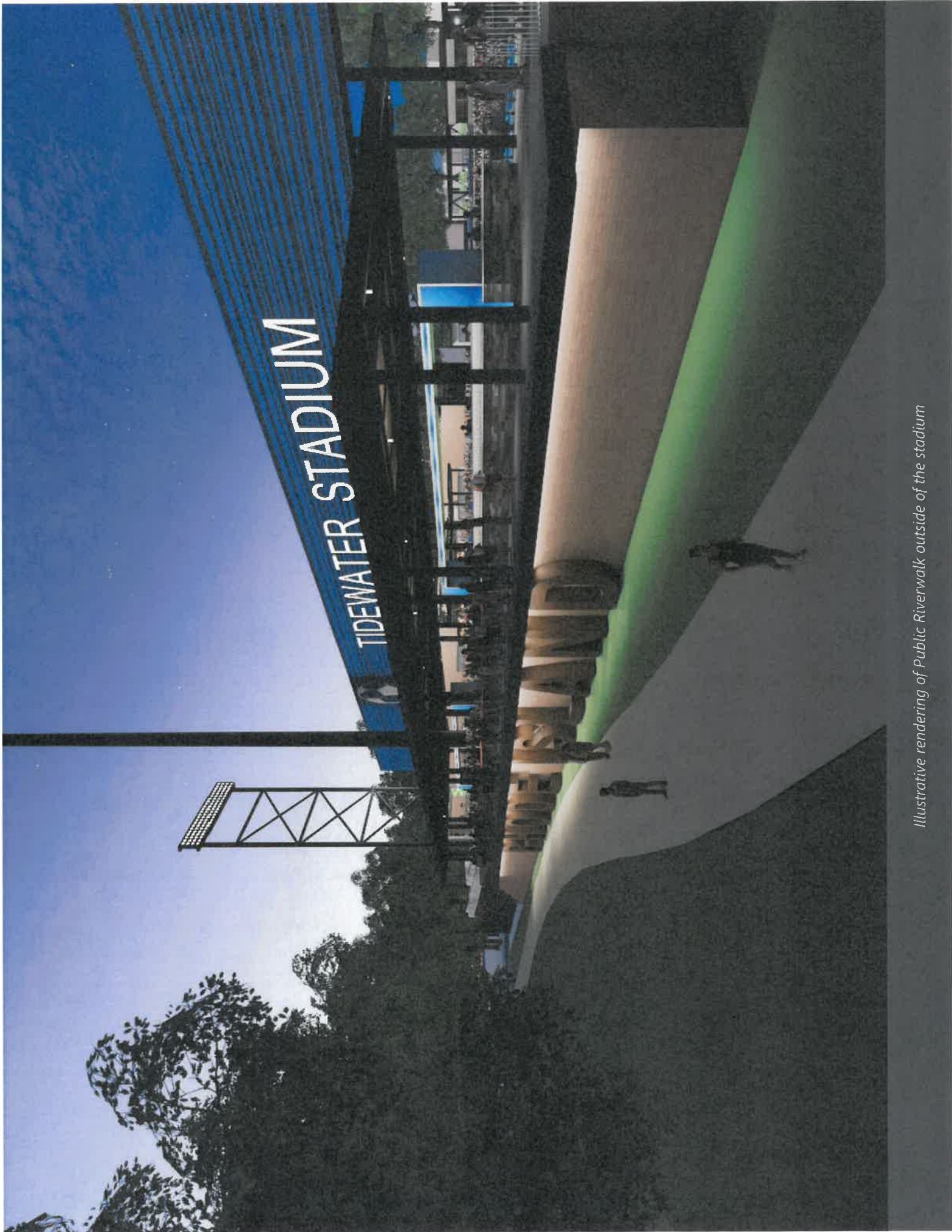
Parcel Map illustrating project parcels



Tidewater Landing – illustrative perspective rendering looking north up Seekonk River



Illustrative rendering of Public Plaza between stadium and mixed-use building



Illustrative rendering of Public Riverwalk outside of the stadium

North of the stadium on land owned by the City of Pawtucket, the developer has executed a long-term ground lease with the City. The developer intends to build a mixed-use building with multifamily apartments, restaurant and retail space, and a parking garage to support the building uses and some of the event traffic. The approach to parking and traffic is discussed in further detail in subsequent sections of this document. A large event plaza (pictured above) between the stadium and the mixed-use building is anticipated to be open to the public and utilized for outdoor events such as art festivals, food festivals, farmers markets, and other public uses.

Along the river's edge, a corridor ranging from 50 to 75 feet wide will remain to allow for a beautifully articulated Riverwalk. The riverfront will become accessible and enticing to visitors with new walkways, plazas, boardwalks, and park space. The Riverwalk aligns with the goals, objectives, and policies set forth in the Pawtucket Comprehensive Plan by increasing the amount of available public recreation areas and creating walking and biking links on the riverfront.

The Riverwalk construction complements the city's improvement projects on the waterfront. The existing town landing site on the north side of the property is scheduled to be reconstructed separately in 2021; the existing boat launch will be reconstructed; and the bulkhead along the waterfront will be rebuilt. Additionally, the town landing park will remain and will be improved as part of the Riverwalk enhancements. Together, these improvements create a cohesive riverfront recreational area that will connect to the Division Site.

Division Site

On the east side of the river, the developer has executed a long-term ground lease with the City on three City-owned parcels (Division Site). The table below provides the details of these parcels, which are collectively referred to as the Division Street Site.

Division Site Parcels

Plat & Lot	Owner	Description	Address	Existing Zoning	Acreage
Division Street Site					
23/0673	City of Pawtucket	Division Street	School Street	RD1	2.52
23/0672	City of Pawtucket	Division Street	School Street	RD3	1.03
23/0599	City of Pawtucket	Division Street	45 Division St.	RD3	7.46
Subtotal Division Street Site					11.01

The Division Site will be transformed with the development of a mixed-use residential, retail, restaurant, and commercial office spaces. The masterplan includes a new hotel and indoor event center that would be located on the corner of Division Street and Portuguese Social Club Way. Due to impacts from the COVID19 pandemic, these two components of the project are currently anticipated to be constructed in a second phase, when the hospitality and youth sports markets rebound. The events center is anticipated to be used for indoor sporting events, conventions, and

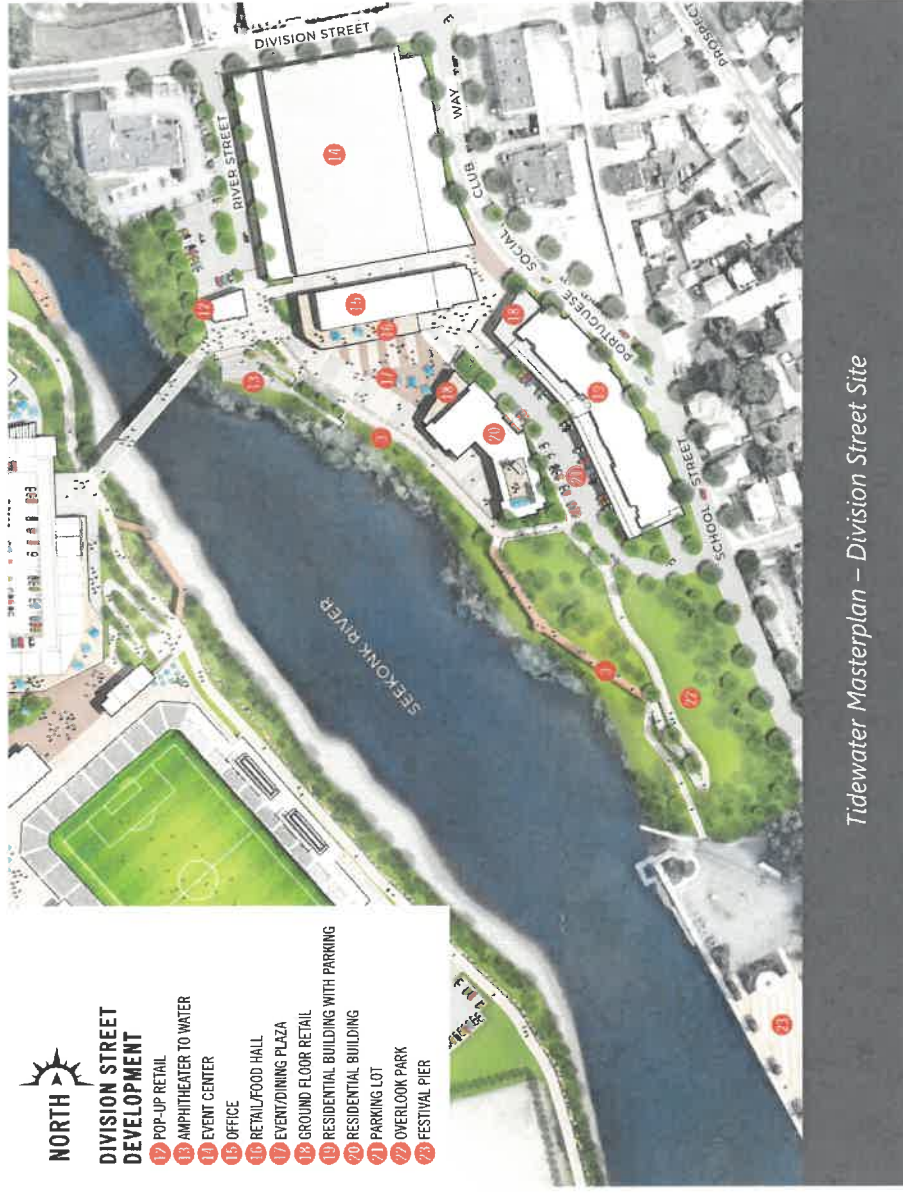
occasional arena-style concerts or sporting events. The mixture of uses in Phases 1 and 2 will complement each other well to create a Live-Work-Play environment.

The Division Site development will be directly connected to the Tidewater site via a pedestrian bridge, providing a vital connection to Tidewater.

This connection allows visitors to flow between the two sites without needing to drive and park. The Division Site will have its own parallel Riverwalk that will connect to the city-owned Festival Pier to the south.

Again, the connection enhances the use and experience of both the pier and the Division Site. The Division Site Riverwalk includes a new boardwalk that spans a tidal wetland along the riverfront, a new overlook along the riverfront, a new overlook park, and an amphitheater area on the northern end of the site. Like the Tidewater Riverwalk, this area fits in with the goals, objectives, and policies in the Pawtucket Comprehensive Plan by increasing public access to the riverfront. In addition to the pedestrian amenities on the Riverwalk, improvements to the streetscape along the frontage roads will provide better pedestrian connections to the surrounding neighborhood.

The Division Site contains a significant grade change of about 60 feet from the river's edge to the intersection of Portuguese Social Club Way and School Street. The elevation change allows for multiple stories of river and stadium views. Buildings will be sited along School Street and Portuguese Social Club Way where the grades are highest. Along the lower level of the site, restaurant and retail spaces are envisioned to have fantastic views of the river and new Riverwalk amenities. Parking for the residential apartments is anticipated under the building along School Street. The garage will be built into the hillside, aiding the transition of the grade from School Street down to the surface parking between residential buildings.



Zoning

As of this writing, the Planning and Redevelopment Department has put a Zoning Ordinance amendment for a new zone before the City Council for approval.

The purpose of the newly proposed Riverfront Tidewater district is to encourage cohesive mixed-use development of vacant parcels in proximity to the Blackstone and Seekonk Rivers that provides high-quality amenities for both residents and visitors, contributes to positive economic development, improves multimodal connections to downtown Pawtucket, and enhances public access to, and viewsheds of, the riverfront area.

The Zoning Ordinance amendment would enable the developer to construct multiple primary structures on a single parcel, and to situate parking for a range of proposed uses on both sides of the river, or within a walkable distance by utilizing existing public and private parking options. This flexibility is crucial to the project's success.

Schedule and Phasing

It is anticipated that the Tidewater Landing project will be constructed in two phases. The first phase will include the stadium; the development site north of the stadium; and the residential, retail, and office component of the Division Street site. It is anticipated that Phase 1 construction will begin in winter 2021 and completion starting with the stadium and adjacent improvements in early 2023, with the balance of the development delivering later in 2023 and into early 2024.

The hotel and Indoor Event Center will be constructed as part of Phase 2 of the project as the post-COVID19 pandemic market conditions for hospitality and indoor arena-type spaces becomes clearer. As discussed in the parking section of this plan, additional parking will be required when Phase 2 improvements are installed. For planning purposes, Phase 2 is currently anticipated to begin in 2025 and be completed by 2027.

Further construction schedules and sequencing will be prepared as the development is designed over the coming months.

Environmental Features

Environmental site investigations were led by Milone & MacBroom to determine the suitability of this site for the proposed uses. Extensive levels of human disturbance and contamination were found and are summarized here. The scale of the proposed development allows for the opportunity to remediate and improve the site to provide valuable environmental services.

Soil Remediation

The Tidewater Site was once the location of a manufactured gas plant (MGP). As a result of the operation of that facility, the soil and groundwater have been contaminated with many of the compounds common to MGP sites, including coal tar, oils, metals, etc. The site has been extensively studied for many years and National Grid and its consultant have developed plans to remediate the site. Fortuitous Partners is working with National Grid to create and implement a Remedial Action Plan (RAP) as part of the stadium project.

The remaining development parcels are known to have varying levels of contamination from historic placement of urban fill. In partnership with the City of Pawtucket, the developer recently received a Brownfield Redevelopment grant from RIDEM to further document the extent of impacts, plan for required remediation, and prepare and permit a RAP for the sites.

The remediation of these sites will contribute to the City's economic development objective in its Comprehensive Plan to cleanup 10 acres of land by 2026.

Wetlands Impacts

Environmental scientists visited the site to delineate and evaluate existing wetlands. It was found that although there are wetlands on site, they have diminished environmental value due to disturbance and contamination. Through this project, there is opportunity to restore ecological function and value.

Tidewater Site

A seasonal seep/intermittent watercourse discharges from a 36-inch-diameter reinforced concrete pipe at the base of the steep slope in the center of the site and flows east to the Seekonk River. The channel is paved with bituminous concrete throughout much of its length. A small palustrine emergent wetland dominated by invasive Japanese knotweed and underlain by disturbed soils containing fragments of pavement debris (i.e., millings) exists along the north bank of the watercourse, adjacent to the stormwater outfall. This wetland system provides few wetland functions and values other than stormwater conveyance to the river. The partially paved nature of the channel prevents significant stormwater infiltration and toxicant or nutrient retention prior to discharging into the river. Dense, nonnative vegetation atop disturbed soils within this wetland do not provide significant value as wildlife habitat.

Converting this intermittent watercourse to a closed, piped stormwater system discharging to the Seekonk River is not anticipated to result in significant diminishment of freshwater wetland function and values on the site because of the levels of past human disturbance.

Due to the contamination in this wetland system, it will be remediated and filled. The remediation will not only remove the pollutants in the soil and the nonnative plants, but it will also enhance the riverbank. Revegetation adjacent to the Seekonk River will be completed in accordance with the Coastal Buffer Zone Planting Guide (Rhode Island Coastal Resources Management Council, 2008) and will restore and enhance the functional

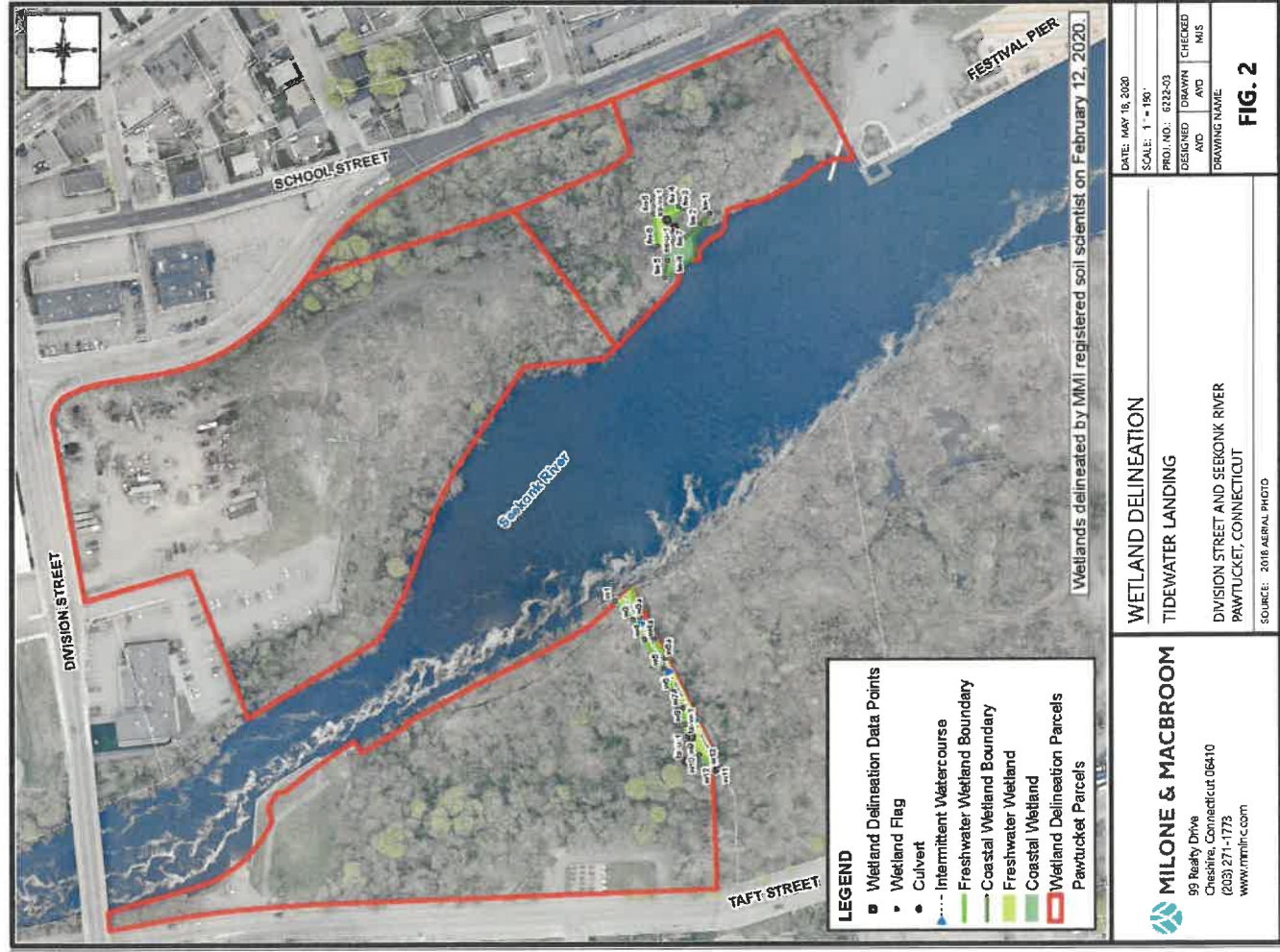
value of the buffer zone to provide pollutant attenuation, flood flow attenuation, bank stability, erosion control, wildlife habitat, and aesthetic enhancement.

Avoidance of stormwater interaction with the contaminated soils on site was prioritized in stormwater management plans for this project (see Stormwater section).

Division Site

Coastal wetlands and abutting freshwater wetlands were identified in the southern portion of the property adjacent to the Seekonk River. A significant accumulation of anthropogenic debris was observed within freshwater wetlands and some fill material was also observed mixed into the soils. The wetlands function as a stormwater recharge area, providing limited functions in sediment, toxicant, and nutrient retention. However, the degraded nature and limited vegetative diversity of these wetlands prevent significant contributions to that function and other wetland functions and values, such as wildlife habitat and production export.

Restoration of wetland functions and values will be attained through the redevelopment of the heavily disturbed site and the enhancement of the freshwater wetland on site. Cleanup of anthropogenic debris and planting of native vegetation within the wetland and adjacent uplands will enhance the functions and values listed above. Expansion of these wetland functions will be achieved through the creation of stormwater quality basins surrounding the wetlands. These basins will be planted with native wetland/upland vegetation and provide higher-quality functions to the natural wetlands on site. Installation of a pedestrian boardwalk over the wetlands will enhance their recreational and educational value.



Stormwater

The developer worked with engineers from DiPrete Engineering to specifically design this project to meet the requirements of the *Rhode Island Stormwater Design and Installation Standards Manual* (RISDISM). The design takes into account low-impact development, water infiltration, and water quality, among other standards, to meet and exceed the requirements of the 11 Minimum Standards.

Minimum Standard 1: LID

The proposed development utilizes previously disturbed properties, thereby avoiding "greenfield development." Parts of the Tidewater site are still in use and previously contained a tank farm. The majority of the Division Site has been heavily disturbed over the years, the most recent with extensive amounts of asphalt and building.

Minimum Standard 2: Groundwater Recharge

The two sites will provide the required recharge volume to the maximum extent practicable based on RISDISM and site-specific soil properties. Since a portion of the Tidewater Site was previously a tank farm, groundwater recharge is not possible on site; however, infiltration/groundwater recharge is likely possible on the northern portion of the site. The Division Site will also utilize infiltration techniques as part of the proposed stormwater management system. The Division Site would be considered a redevelopment under RISDISM and thus would not be required that 100% of the impervious area be recharged back into the ground. However, this site could be used to offset other impervious areas associated with the Tidewater Landing Project that require groundwater infiltration.

Minimum Standard 3: Water Quality

Water quality for the Tidewater and Division Sites will be provided to meet the requirements of RISDISM. Since the Division Site is a redevelopment, the site will require a minimum of 50% treatment. The Tidewater Site will require 100% of the impervious area to be treated prior to discharge. In total, the two sites will be combined to provide the required water quality. The site discharges to the Seekonk River, which is on the Rhode Island Department of Environmental Management (RI DEM) 303d list for impaired waterways. The Seekonk River is impaired for nitrogen, dissolved oxygen, and fecal coliform. Filter Best Management Practices (BMPs), such as sand filters and/or bioretention areas, will be used to treat the stormwater prior to discharge. The design of the water quality systems will be prepared in accordance with state and local requirements as part of the Permitting Plan preparation.

Minimum Standard 4: CPV

The sites discharge to the Seekonk River, which is a tidal waterbody. The channel protection volume analysis is not required.

Minimum Standard 5: Overbank Flood Protection

The sites discharge to the Seekonk River, which is a tidal waterbody. The overbank flood protection is not required.

Minimum Standard 6: Redevelopment and Infill Projects

The Tidewater Site is not considered a redevelopment site; even though the site previously contained a tank farm, there was not sufficient impervious area to support the redevelopment standard. The Division Site had significant amounts of impervious area and is considered a redevelopment site.

Minimum Standard 7: Pollution Prevention

Pollution prevention measures during construction will be outlined in the Soil Erosion and Sedimentation Control Plan. Post-construction measures will be outlined in the site's Stormwater Operations and Maintenance. These documents will be prepared in accordance with state and local requirements as part of the Permitting Plan preparation.

Minimum Standard 8: LUHPPLs

The proposed Tidewater Landing Development is not considered an LUHPPL; therefore, this standard is not applicable to the project.

Minimum Standard 9: Illicit Discharges

There are no proposed illicit discharges associated with the Tidewater Landing Project.

Minimum Standard 10: Construction Erosion and Sedimentation Control

A Soil Erosion and Sedimentation Control Plan will be prepared in accordance with state and local requirements as part of the Permitting Plan preparation.

Minimum Standard 11: SW O&M

A Stormwater Operations and Manual will be prepared in accordance with state and local requirements as part of the Permitting Plan preparation.

Other Utilities

Water Supply

The sites fall within the service area of the Pawtucket Water Supply Board (PWSB). The developer has had initial discussions with PWSB staff and understands there are water mains in all of the surrounding roadways, providing access for the new development. There is sufficient water supply pressure and flow in the system to support the new development as well. Applications to the PWSB will be submitted as plans are further detailed in the next phase of design.

Sewer

The Narragansett Bay Commission (NBC) provides sewer service to Pawtucket through a series of collector sewer mains in and around the site. These collector mains ultimately feed to the Bucklin Point wastewater treatment facility in East Providence. On the Tidewater Site, the sewer collection system flows northerly on Taft Street and ultimately toward Spencer Street. On the Division Site, the sewer interceptor flows through the development site from the north to the south toward Festival Pier. The development has been designed around the interceptor piping. The sewer from the Division Street Site will connect into this interceptor. The developer has received feasibility approval from NBC regarding its ability to provide capacity to support the development. Applications for service point connections to the sewer system will be made by the developer as further design of the improvements is completed in the next phase of design.

In addition to the sewer service, this area is located in the area of Phase 3 of the NBC Combined Sewer Overflow (CSO) project. A combined system is where both sanitary sewer and storm drainage are conveyed in one pipe. The capacity of these systems becomes overloaded during rainfall events and at times, the sewer overflows directly to the Seekonk River. NBC is in the midst of design of the new CSO overflow piping that will redirect piping to a large tunnel system designed to store the high-level flows to reduce the frequency of discharge to the river. Several of these new overflow systems will be installed on the subject sites. The City, NBC, and the developer have been in close coordination on the planning and design for the projects.

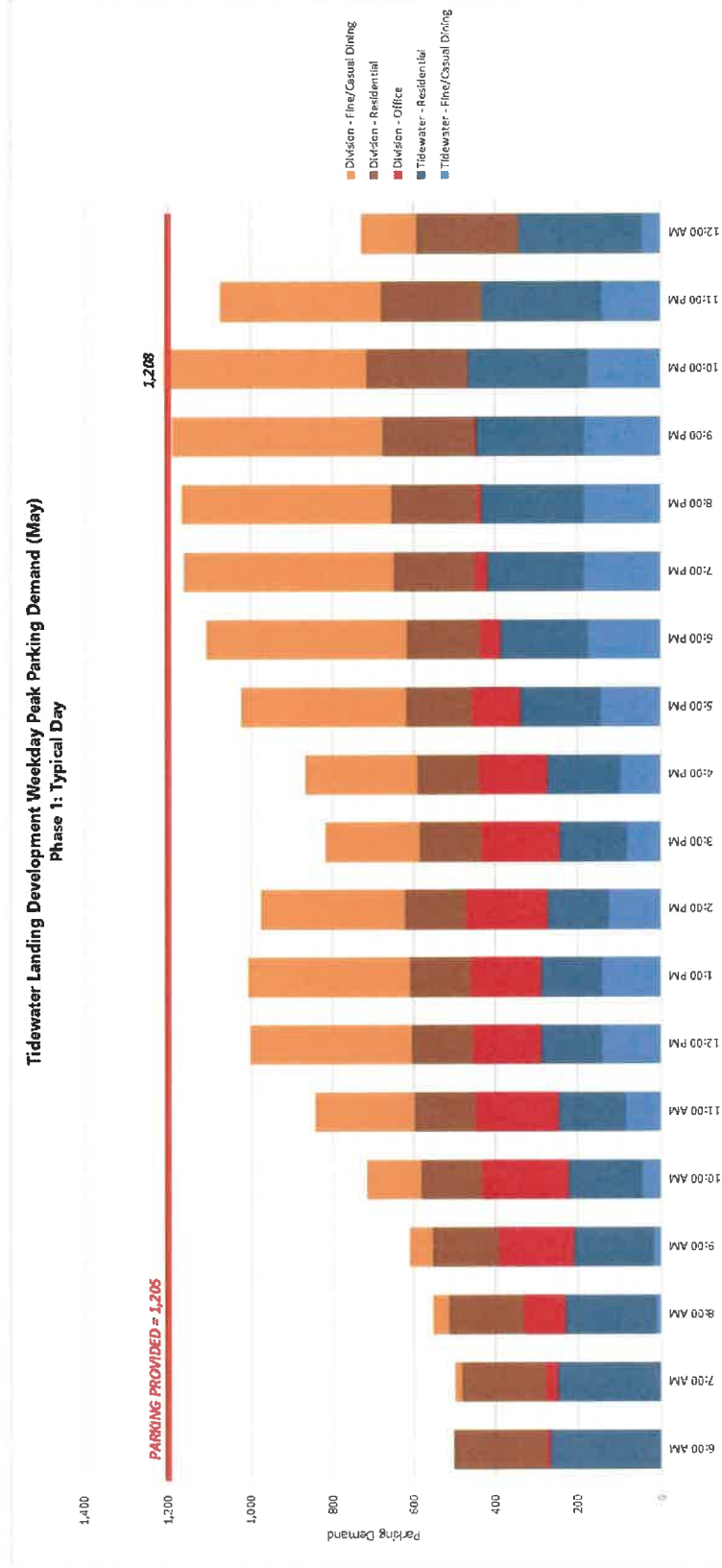
Parking and Traffic

The developer has studied and anticipated the parking and traffic demand and need for improvements in order to implement this project successfully. Through their due diligence investigations, they found opportunities to partner with the City on roadway improvements, parking development, and shared parking agreements.

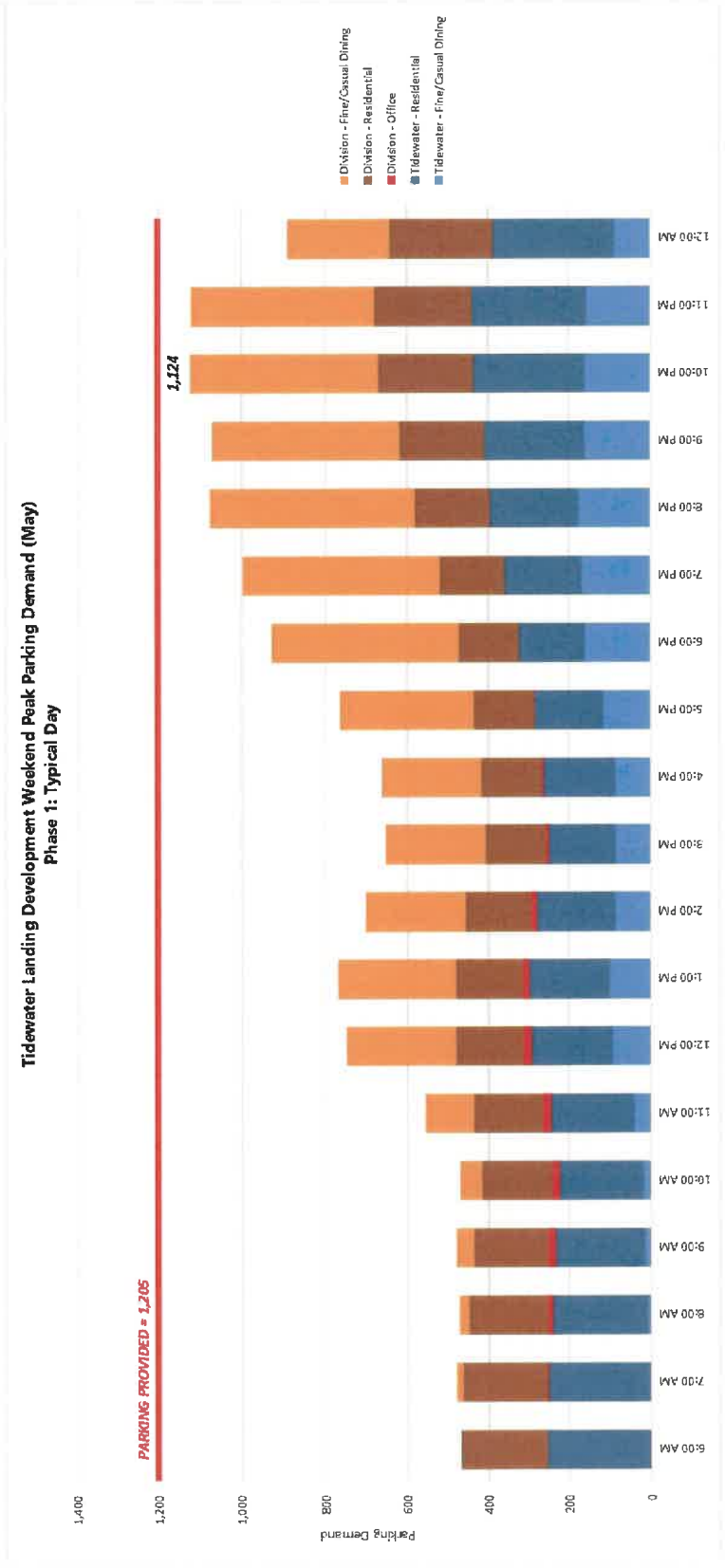
Parking

A Parking Study was completed by MMI to evaluate the parking-related implications associated with the proposed Tidewater Landing Development. The parking study included a shared parking analysis to determine the peak parking demands for both the Tidewater and Division Sites. The analysis was completed using methodologies outlined in the Urban Land Institute's (ULI) *Shared Parking*, 3rd Edition (2020).

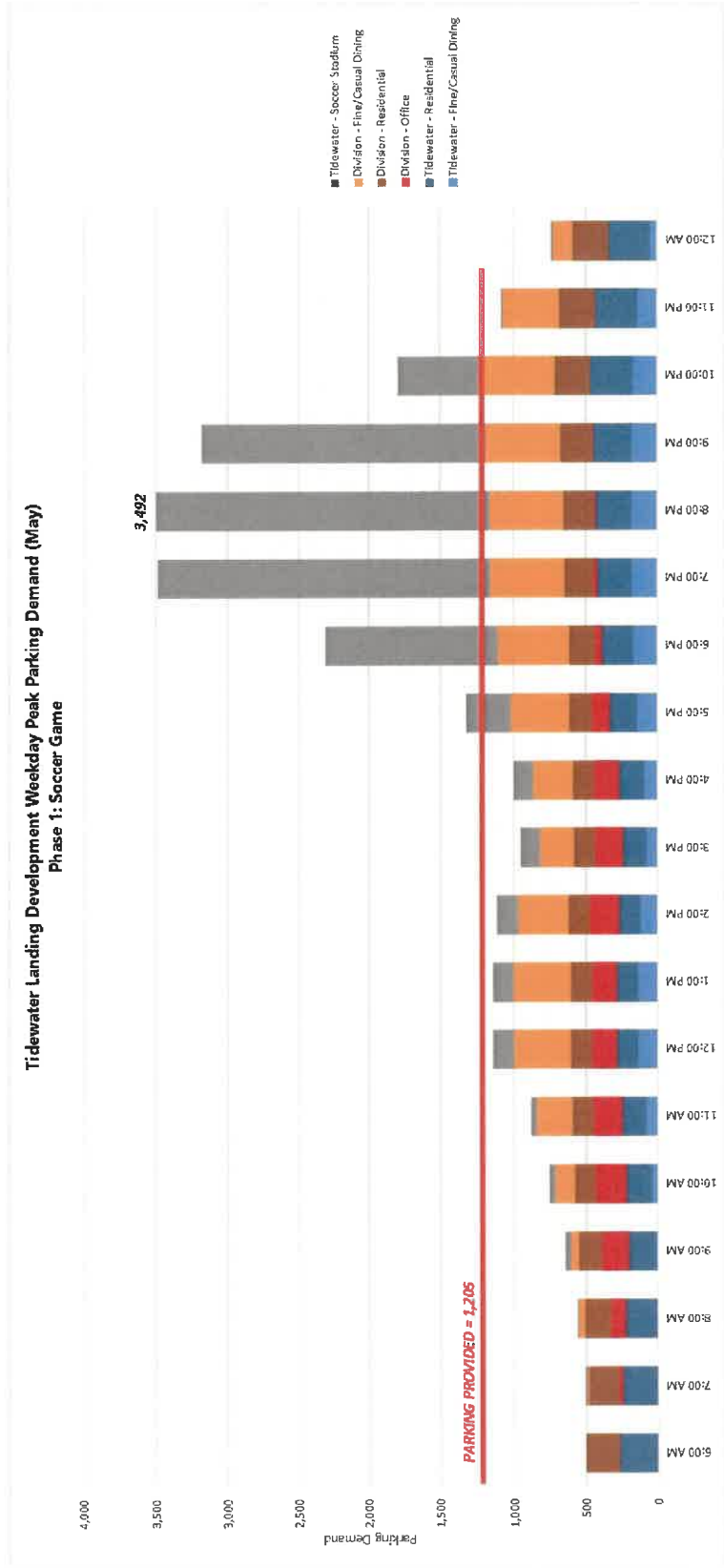
For Phase 1, two scenarios were evaluated as part of this shared parking analysis.



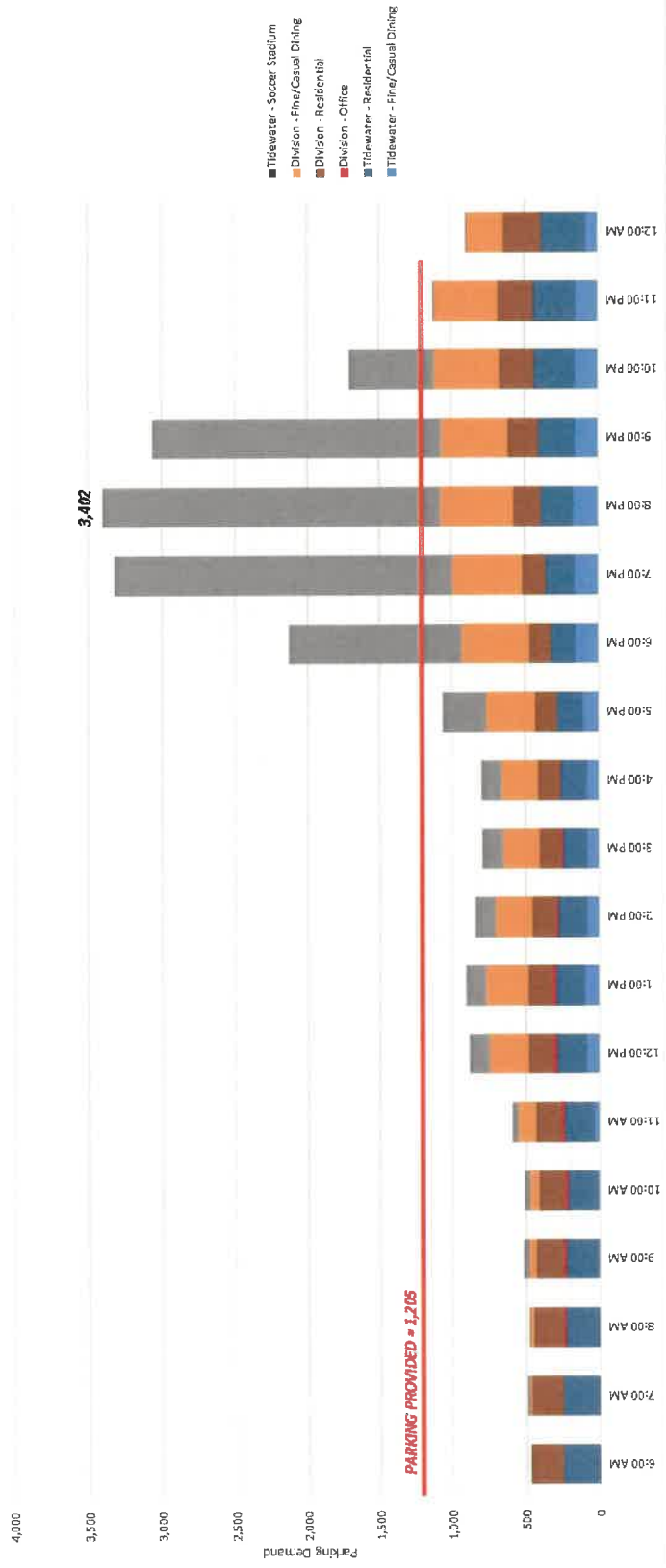
The parking study predicts there will be adequate parking for the residents in the residential apartments, office tenants, and retail/restaurant goes under typical-day conditions. On the Division Street Site, parking will be provided via a surface parking lot at the corner of Division Street/ Portuguese Social Club Way; surface parking in a small parking lot adjacent to the office building; and in a surface lot between the residential buildings and structured parking for residents below one of the residential buildings. On the Tidewater Site, parking will predominantly be provided in a parking garage located in the interior of the building north of the stadium.



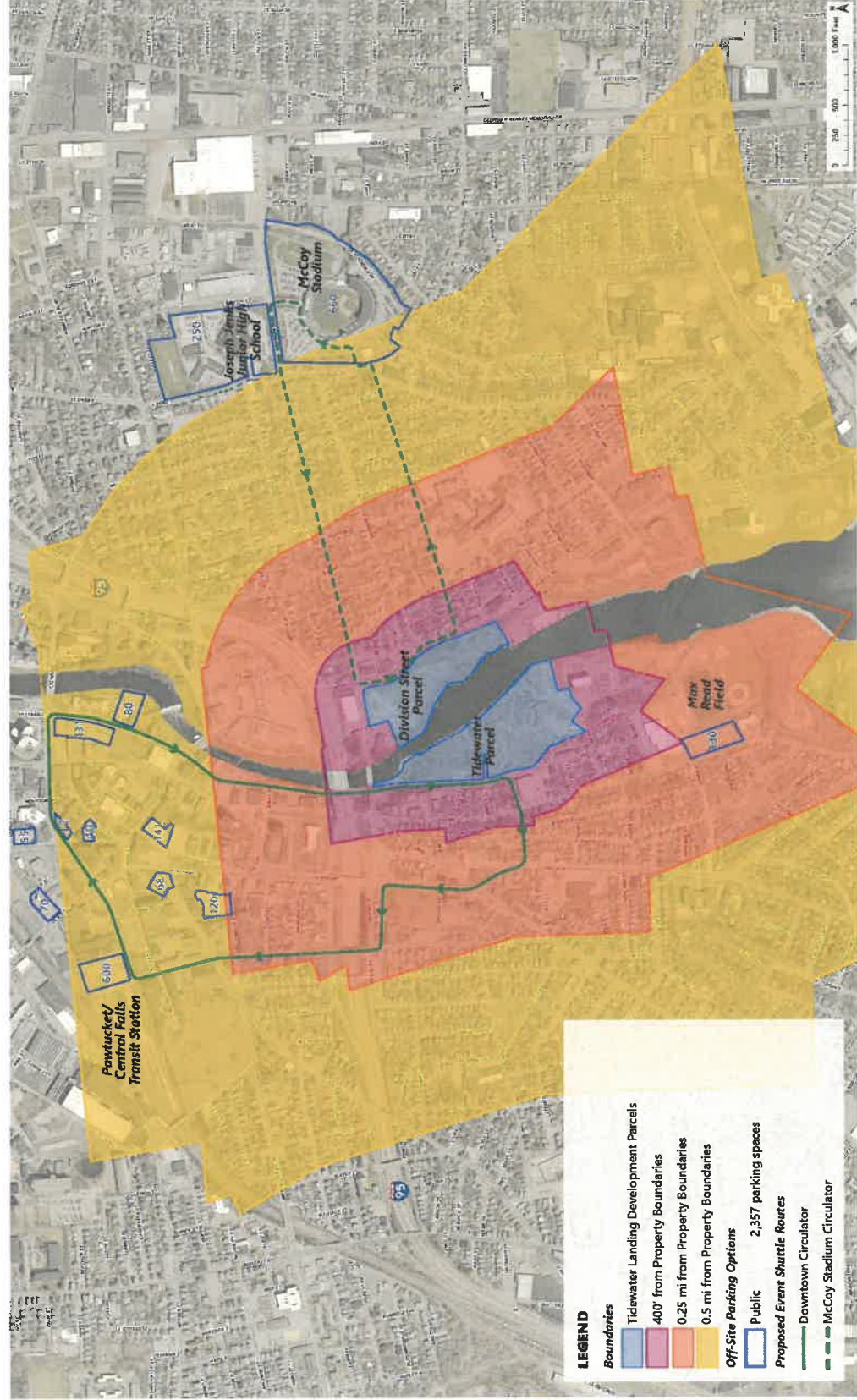
On days when large events are held at the stadium, parking will be provided with a combination of on-site parking and off-site parking in publicly owned facilities. The off-site parking is within 3/4 of a mile of the stadium, which is generally considered to be walkable for an event facility. Fortuitous Partners has had preliminary discussions with the Rhode Island Department of Public Transit Authority about providing event day shuttles to off-site parking. Fortuitous Partners believes a shuttle service will be provided to improve the ease of getting to the stadium from remote locations.



Tidewater Landing Development Weekend Peak Parking Demand (May)
Phase 1: Soccer Game



Over 2,300 off-site public parking spaces have been identified within approximately a half mile from Tidewater Landing property boundaries. These off-site parking areas include the downtown municipal parking lot at City Hall, the proposed parking garage at the new Transit Hub, parking at McCoy Stadium, and other smaller City owned lots. Taking these into consideration, off-site public parking options are acceptable for special events. The Developer and City have had preliminary discussions with Rhode Island Public Transit Authority (RIPTA) about providing a special event shuttle service loop around public lots to pick up commuters and drop them at the stadium. For Phase 2, additional parking will be needed for the additional parking demand that the indoor event center creates. Further analysis on how this parking will be provided will be provided prior to any Preliminary Site Plan approval applications including components of Phase 2 improvements.



Traffic

Like any large project, the proposed development will have potential traffic impacts off site. A preliminary traffic analysis was completed by MMI to assess impacts associated with the proposed development.

Intersection capacity analyses were performed at the intersections around the subject site under existing conditions and post-development conditions for a typical day and a large event day. The analysis evaluates each intersection's ability to process the estimated future traffic volumes.

Several access improvements are warranted to reduce impacts to adjacent neighborhoods, surrounding local roadways, and highways. The main access points to the Tidewater Site is proposed off Taft Street. To improve access to the Tidewater parcel, improvements to convert Tower Street to a two-way vehicular roadway are suggested to provide a more direct route from Interstate 95 to the proposed development. This will reduce traffic flows through the residential neighborhoods around the site. Access to the Division Site is proposed off River Street (an abandoned city road), Portuguese Social Club Way, and School Street. Improvements to Portuguese Social Club Way include converting the road from the existing one-way southbound road into a two-way roadway that will improve site access and circulation. Additionally, Division Street should be widened to create more efficient turning movements from the Division Street site.

Additional improvements are recommended at the Interstate 95 ramps and George Street; the intersection of School Street and Division Street; and the intersection of Prospect Street and Division Street. Fortuitous Partners and the City have been working with the Rhode Island Department of Transportation (RIDOT) on a Multimodal Transportation Safety and Efficiency Assessment (MTSEA). This assessment is in progress and looks at how the existing roadway and pedestrian circulation network should be improved to handle additional traffic and pedestrian volumes in the area. The assessment will serve as a guidance document for future conversations with RIDOT on the Tidewater Landing project.

Based on the study results, with the proposed site access improvements the traffic flow will generally operate at acceptable conditions following construction of the Tidewater Landing project during typical days and soccer games.

When the Phase 2 improvements are better known and parking is better identified, further analysis will be provided prior to any Preliminary Site Plan approval applications. Additional traffic studies will be completed as the project progresses to better define the precise off-site improvements required to mitigate potential impacts to the area.

Conclusion

After working closely with the City, the development team for Tidewater Landing is confident that the plan outlined here meets the goals and expectations of Pawtucket's vision for these parcels. It incorporates many of the goals and objectives laid out in the City's Comprehensive Plan, including:

- Economic development through site remediation, job and business growth, and housing unit production;
- Recreation expansion by providing increased access to the Seekonk River, new public spaces, and active recreational opportunities;
- Natural resource protection by alleviating sources of water pollution to improve ground and surface water quality and restoring wetlands;
- Pedestrian safety through the improvement of streetscapes and roadway function as well as the development of new pedestrian pathways; and
- Roadway travel by improvements to the visibility and accessibility of downtown parking facilities and to roadway configuration.

In collaboration with the City, the Tidewater Landing development team has created a plan that holistically improves the area and reclaims these long-neglected parcels for the City's benefit. Tidewater Landing will be a catalyst for the reinvigoration of and reinvestment in Pawtucket. The development team intends to pursue permitting for aspects of the plan in 2021.



TIDEWATER SITE

- 1 USL CHAMPIONSHIP SOCCER STADIUM
- 2 PARKING LOT
- 3 RIVER WALK
- 4 EVENT PLAZA
- 5 STADIUM AMENITY BUILDING
- 6 RETAIL RESTAURANT
- 7 SOCCER TEAM FRONT OFFICE
- 8 PARKING GARAGE
- 9 RESIDENTIAL BUILDING
- 10 TOWN LANDING
- 11 PEDESTRIAN BRIDGE

DIVISION STREET DEVELOPMENT

- 12 POP-UP RETAIL
- 13 AMPHITHEATER TO WATER
- 14 PARKING LOT
- 15 OFFICE
- 16 RETAIL/FOOD HALL
- 17 EVENT/DINING PLAZA
- 18 GROUND FLOOR RETAIL
- 19 RESIDENTIAL BUILDING WITH PARKING
- 20 RESIDENTIAL BUILDING
- 21 PARKING LOT
- 22 OVERLOOK PARK
- 23 FESTIVAL PIER

PHASE 1

TIDEWATER LANDING

TIDEWATER SITE & DIVISION STREET MIXED-USE DEVELOPMENT



ODELL JC ARCHITECTURE





TIDEWATER SITE

- 1 USL CHAMPIONSHIP SOCCER STADIUM
- 2 PARKING LOT
- 3 RIVER WALK
- 4 EVENT PLAZA
- 5 STADIUM AMENITY BUILDING
- 6 RETAIL RESTAURANT
- 7 SOCCER TEAM FRONT OFFICE
- 8 PARKING GARAGE
- 9 RESIDENTIAL BUILDING
- 10 TOWN LANDING
- 11 PEDESTRIAN BRIDGE

DIVISION STREET DEVELOPMENT

- 12 POP-UP RETAIL
- 13 AMPHITHEATER TO WATER
- 14 EVENT CENTER
- 15 OFFICE
- 16 RETAIL/FOOD HALL
- 17 EVENT/DINING PLAZA
- 18 GROUND FLOOR RETAIL
- 19 RESIDENTIAL BUILDING WITH PARKING
- 20 RESIDENTIAL BUILDING
- 21 PARKING LOT
- 22 OVERLOOK PARK
- 23 FESTIVAL PIER



TIDEWATER LANDING

TIDEWATER SITE & DIVISION STREET MIXED-USE DEVELOPMENT



EXHIBIT A-2

Preliminary Phase Plan – Site Plan and Architectural Components

Site Plan to include:

- o Name of Development;
- o Date of plan and revisions (if any);
- o Graphic scale, north arrow,
- o Locus map at 1" = 2000';
- o Property owner's name and address;
- o Zoning District(s);
- o All building setbacks required by zoning ordinance;
- o Location and width of all existing rights of way,
- o Easements and reservations within and adjacent to property;
- o All boundary lines of the property including their total acreage;
- o Certification and signature of Rhode island registered Land Surveyor that plan is correct; name, address and telephone number of any designers associated with the development of the plans;
- o Proposed building square footage,
- o Parking location;
- o Sign location and size;
- o Lighting;
- o Site access and circulation;
- o Fencing, Dumpsters;
- o Landscaping;
- o Utility connections;
- o Location of all floodways and all V and A flood zones;
- o Accurate location of significant natural, cultural and/or landscape features (including all wetlands and waterways).
- o Elevation drawing for front, side and rear of proposed building or addition

EXHIBIT B

MASTER TRUST INDENTURE

(see next page)

EXHIBIT C

PROJECT TIMELINE

(see next page)

Exhibit C – Project Timeline – Phase 1A - November 15, 2021

Design and Construction Timeline

Task	Lead Agency	Start	Finish
Schematic Design	Fortuitous Partners	January 2021	May 2021
Design Development	Fortuitous Partners	June 2021	September 2021
Final Design	Fortuitous Partners	October 2021	December 2021
Bidding/Negotiation	Fortuitous Partners	December 2021	January 2022
Construction	Fortuitous Partners	February 2022	March 2023

Municipal Project Review and Permitting

Task	Lead Agency	Approval Required	Start	Finish
Petition to Rezone	City of Pawtucket; Fortuitous Partners	City Council Approval	October 1, 2020	February 25, 2021
Master Plan Review	Fortuitous Partners	Pawt. Planning Commission & Riverfront Commission	December 1, 2020	January 19, 2021
Preliminary Plan Review	Fortuitous Partners	Pawt. Planning Commission	June 1, 2021	July 20, 2021
Final Plan Review	Fortuitous Partners	Pawt. Admin Staff	October 1, 2021	December 1, 2021
Administrative Subdivision – NG Properties	Fortuitous Partners National Grid	Pawtucket Admin Staff	August 25, 2021	September 29, 2021
Local Building Permit	Fortuitous Partners	Pawt. Zoning; DPW	December 1, 2021	January 15, 2021

State/Federal Project Review and Permitting

Task	Lead Agency	Approval Required	Start	Finish
Preliminary Determination Application	Fortuitous Partners	RIDEM, CRMC	January 30, 2021	May 6, 2021
Environmental Remediation RAWP Addendum by Grid	National Grid	RIDEM	August 12, 2021	October 7, 2021
CRMC Assent & Fresh Water Wetlands	Fortuitous Partners	CRMC	July 1, 2021	November 30, 2021
Sewer Connection	Fortuitous Partners	NBC	June 29, 2021	August 25, 2021
Water Supply	Fortuitous Partners	Pawt. Water Supply Board	December 1, 2020	March 1, 2021

Exhibit C – Project Timeline – Phase 1B - November 15, 2021

Task	Lead Agency	Start	Finish
Schematic Design	Fortuitous Partners	March 2022	June 2022
Design Development	Fortuitous Partners	July 2022	September 2022
Final Design	Fortuitous Partners	October 2022	February 2023
Bidding/Negotiation	Fortuitous Partners	March 2023	April 2023
Construction	Fortuitous Partners	May 2023	January 2025

Municipal Project Review and Permitting

Task	Lead Agency	Approval Required	Start	Finish
Petition to Rezone	City of Pawtucket; Fortuitous Partners	City Council Approval	Completed w/ Phase 1A	
Master Plan Review	Fortuitous Partners	Pawt. Planning Commission & Riverfront Commission	Completed w/ Phase 1A	
Preliminary Plan Review	Fortuitous Partners	Pawt. Planning Commission	July 2022	September 2022
Final Plan Review	Fortuitous Partners	Pawt. Admin Staff	February 2023	March 2023
Administrative Subdivision – City Parcels	Fortuitous Partners	Pawtucket Admin Staff	December 2022	January 2023
Local Building Permit	Fortuitous Partners	Pawt. Zoning; DPW	March 2023	April 2023

State/Federal Project Review and Permitting

Task	Lead Agency	Approval Required	Start	Finish
Preliminary Determination Application	Fortuitous Partners	RIDEM, CRMC	Completed w/ Phase 1A	
Environmental Remediation RAWP Addendum	Fortuitous Partners; City of Pawtucket	RIDEM	December 2021	March 2022
CRMC Assent & Fresh Water Wetlands	Fortuitous Partners	CRMC	September 2022	February 2023
Sewer Connection	Fortuitous Partners	NBC	June 2022	July 2022
Water Supply	Fortuitous Partners	Pawt. Water Supply Board	June 2022	July 2022
Physical Alteration (if required)	Fortuitous Partners	RIDOT	July 2022	September 2022
Ped Bridge over River & Any work within water	Fortuitous Partners; City of Pawtucket	CRMC; US Coast Guard; Army Corps	September 2022	February 2023

EXHIBIT D

FORM OF REQUISITION

(see next page)

**CERTIFICATE OF DEVELOPER
AND REQUISITION FOR PAYMENT
NUMBER _____**

To: City of Pawtucket, Rhode Island

This Certificate of Developer and Requisition for Payment Number ____ (the "Requisition") is the Requisition as referenced in, and is submitted in connection with that certain Master Development Agreement (the "MDA") by and between the City of Pawtucket (the "City"), the Pawtucket Redevelopment Agency (the "Issuer"), Tidewater Stadium, LLC ("TS-LLC") and Fortuitous Tidewater OZ, LLC (the "Developer" and together with TS-LLC, the "Developing Parties") The undersigned Developing Party by its authorized representative hereby certifies, in connection with this Requisition, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given to such terms in the MDA.

2. Each amount requested to be disbursed by this Requisition is a Cost (as defined in the MDA) of the Public Improvements for the Project.

3. The work for which reimbursement is sought has been completed in compliance with applicable City codes and the Development Agreement, and the Public Improvements, or segments thereof, included in this Requisition have been substantially completed sufficiently to allow such improvements, or segments, to be placed in service in accordance with the Development Agreement.

4. The total amount requested to be disbursed pursuant to this Requisition is \$_____, which is requested to be disbursed from the project fund established under the Indenture and Series Indenture. As set forth in Schedule A attached hereto, the total amount of such requested disbursement either (a) is to be paid by the Trustee to the Developing Party as reimbursement to the Developing Party for Costs previously paid by the Developing Party to an entity that is not affiliated with the Developing Party, or (b) is to be paid by the Trustee to the third party listed in Schedule A who is unrelated to the Developing Party for Costs, or (c) is to be paid by the Trustee to a third party listed in Schedule A who may be related to the Developing Party as to the Developer Fee.

The amounts set forth herein and in Schedule A attached hereto are supported by the copies of invoices or statements included with Schedule D attached hereto, along with evidence of payment of invoices for reimbursements to be made solely to the Developing Party and all such amounts are further set out on the AIA Form G702 completed and executed by the Developing Party and attached hereto as Schedule E.

5. The Costs of Public Improvements for the Project for which reimbursement is being requested by this Requisition and a cumulative summary of reimbursements by category or item to date are set forth in Schedule B attached hereto. Schedule C attached hereto lists invoices by budget line item.

6. The budget as shown on Schedule B attached hereto represents the current estimated Costs of the Public Improvements and, including Costs paid by, or funds available to the Developer, and amounts remaining to be drawn from the Project Fund, there are sufficient funds available to complete the Public Improvements for the Project.

7. The Developing Party is not in material and continuing default under the Development Agreement.

IN WITNESS WHEREOF, this Requisition has been executed by the undersigned Developing Party by its authorized representative this ____ day of _____, 20 ____.

By: _____
Name: _____
Title: _____

SCHEDULE A
REQUISITION FOR
REIMBURSEMENT AND THIRD PARTY PAYMENTS

SCHEDULE B

PROJECT BUDGET AND DRAW REQUEST SUMMARY

SCHEDULE C

LIST OF INVOICES BY BUDGET LINE ITEM AS SHOWN IN SCHEDULE A

SCHEDULE D

COPIES OF INVOICES AND EVIDENCE OF PAYMENT (IF APPLICABLE)
FOR BUDGET LINE ITEM 1

(attach additional Schedules for each line item)

SCHEDULE E

AIA FORM G702

EXHIBIT E

LITIGATION SCHEDULE

(see next page)

GUARANTY

This **Guaranty** (this “**Agreement**”), dated as of _____, 2021 (the “**Effective Date**”), is signed by **FORTUITOUS PARTNERS, LLC**, a Delaware limited liability company (“**Guarantor**”), as consideration for and in order to induce the CITY OF PAWTUCKET RHODE ISLAND (“**City**”) and the PAWTUCKET REDEVELOPMENT AGENCY (“**PRA**” and collectively the “**Pawtucket Parties**”) to enter into that certain Master Development Agreement (the “**MDA**”) with FORTUITOUS TIDEWATER OZ, LLC (“**Developer**”) and TIDEWATER STADIUM, LLC (“**TS-LLC**” and collectively with Developer “**Developing Parties**”).

RECITALS:

WHEREAS, the Pawtucket Parties and the Developing Parties entered into the MDA as of the date hereof;

WHEREAS, the MDA is part of the Project contemplated by that certain proposal made by Guarantor and accepted by the City and the Rhode Island Commerce Corporation regarding the redevelopment of certain sites in the City some of which sites are designated as being within an opportunity zone;

WHEREAS, the Developing Parties will construct the Project in accordance with the terms of the MDA;

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Pawtucket Parties to enter into the MDA, and in consideration thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. **Obligations.** Guarantor guarantees unconditionally to Pawtucket the performance and observance of all obligations, covenants, conditions, and agreements required to be observed and performed or paid or reimbursed by the Developing Parties pursuant to the MDA (collectively, the “**Obligations**”).

2. **Waiver.** Guarantor agrees that this Agreement constitutes a guaranty of payment and performance when due and not just of collection. Guarantor waives presentment and demand for payment, notice of non-payment or non-performance, and any other notice or demand to which Guarantor might otherwise be entitled to receive. Guarantor also waives trial by jury of all issues arising in any action to which the Pawtucket Parties and Guarantor may be parties in connection with this Agreement.

3. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized

overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered U.S. Mail, signature required and postage prepaid, whereby delivery is deemed to have occurred on the third (3rd) business day following deposit with the U.S. Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. EST on a business day and the original also is sent via overnight courier or U.S. Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

4. Guarantor Representations and Warranties. Guarantor hereby makes the following representation and warranties to the Pawtucket Parties, each of which is material and being relied on by City:

- (a) No Third-Party Consents. No consent of any third party is required as a condition to the entering into of this Agreement by Guarantor other than such consent as has been previously obtained and remains in effect.
- (b) Authorization. The execution and delivery of this Agreement has been duly authorized by the Guarantor, and this Agreement constitutes the valid and binding obligation and agreement of Guarantor, enforceable in accordance with its terms.
- (c) No Breach or Default. Neither the execution and delivery of this Agreement by Guarantor nor compliance with or performance of the terms or provisions hereof by Guarantor will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance on any assets or property of Guarantor pursuant to the terms of any agreement, or other instrument to which Guarantor may be a party or by which it or any of its assets or property may be bound, or violate any provision of law, or any applicable order, writ, injunction, judgment or decree of any court, or any order or other public regulation of any governmental commission, bureau or administrative agency.

5. Miscellaneous.

- (a) This Agreement may not be changed or terminated orally or in any manner other than by a written agreement signed by Guarantor and the Pawtucket Parties.
- (b) Each reference herein to the Pawtucket Parties shall be deemed to include its successors and assigns, in whose favor the provisions of this Agreement shall also inure. Each reference herein to Guarantor shall be deemed to include its successors and assigns, all of whom shall be bound by the provisions of this Agreement.
- (c) This Agreement will be governed by the laws of the State of Rhode Island.
- (d) All capitalized terms not defined herein shall have the meaning accorded them in the MDA, a true and correct copy of which Guarantor hereby acknowledges receipt.
- (e) The Paragraph headings appearing herein are for purposes of convenience only and

are not deemed to be part of this Agreement.

{Signatures follow on next page.}

IN WITNESS WHEREOF, Guarantor has caused this Agreement to be executed as of the Effective Date.

GUARANTOR:
FORTUITOUS PARTNERS, LLC

By: _____
Brett M. Johnson, Authorized Signatory

EXHIBIT F

PUBLIC IMPROVEMENT BUDGET

(see next page)

TIDEWATER LANDING
PUBLIC IMPROVEMENTS PRELIMINARY COST OF WORK BUDGET
DATE: 11/15/21

PHASE 1A
TIDEWATER SITE

	Cost
Riverwalk	\$ 3,500,000
Public Parking Lot	\$ 200,000
Total Cost of Work - Phase 1A (TIF Funded)	\$ 3,700,000
Public Plaza North of Stadium - Rebuild RI Funded	\$ 2,700,000
Tidewater Parking Lot & Driveway - Rebuild RI Funded	\$ 1,600,000
Tidewater Site Preparation & Infrastructure - Rebuild RI Funded	\$ 2,950,000
Total Cost of Work - Phase 1A (Rebuild RI Funded)	\$ 7,250,000

PHASE 1B
DIVISION SITE

Division Site Preparation and Infrastructure	\$ 3,300,000
Off-Site Roadway Improvements	\$ 708,000
Riverwalk	\$ 2,350,000
Roadway & Streetscape Improvements	\$ 1,950,000
Utility & Stormwater Improvements	\$ 750,000
Total of Work Division Site - Phase 1B	\$ 9,058,000

TIDEWATER SITE

750 Space Parking Garage - Pre-Cast Concrete (50% Public)	\$ 9,400,000
Pedestrian Bridge	\$ 4,100,000
Taft Street Roadway & Streetscape Improvements	\$ 1,200,000
Private Property Land Acquisition & Relocations	\$ 450,000
Total of Work Tidewater Site - Phase 1B	\$ 15,150,000
Total of Cost of Work - Phase 1B	\$ 24,208,000

Qualifications:

1. This is a budget summary for preliminary use and is subject to detailed design and competitive bidding

TIDEWATER LANDING
PUBLIC IMPROVEMENTS SUMMARY - PHASE 1A
DATE: 11/15/21

SUMMARY OF AREAS:

TIF Funded Items Phase 1A	Percent	Cost
Cost of Work Total		\$ 3,700,000
CM Construction Contingency	3.00%	\$ 111,000
CM General Conditions / General Requirements	4.00%	\$ 148,000
Subtotal		\$ 3,959,000
CM Insurance	0.95%	\$ 37,611
CM Payment & Performance Bond	0.62%	\$ 24,546
Building Permit	1.00%	\$ 37,000
Subtotal		\$ 4,058,156
CM Fee	1.95%	\$ 79,134
Soft Costs (Survey, Engineering, Architectural, Material Testing, Ect..)	8.00%	\$ 324,653
Subtotal		\$ 4,461,943
Fortuitous Development Fee	4.00%	\$ 178,478
Owner Construction Contingency	9.72%	\$ 359,579
Project Total Budget		\$ 5,000,000

Rebuild RI Funded Items - Phase 1A	Percent	Cost
Cost of Work Total		\$ 7,250,000
CM Construction Contingency	3.00%	\$ 217,500
CM General Conditions / General Requirements	4.00%	\$ 290,000
Subtotal		\$ 7,757,500
CM Insurance	0.95%	\$ 73,696
CM Payment & Performance Bond	0.62%	\$ 48,097
Building Permit	1.00%	\$ 72,500
Subtotal		\$ 7,951,793
CM Fee	1.95%	\$ 155,060
Soft Costs (Survey, Engineering, Architectural, Material Testing)	8.00%	\$ 580,000
Project Total Budget		\$ 8,686,853
GMP#1 Ground Improvement Work		\$ 2,311,566
National Grid Premium Work passed on to Tidewater Stadium		\$ 500,000
Total Rebuild Funded Items		\$ 11,498,419

Qualifications:

1. This is a budget summary for preliminary use and is subject to detailed design and competitive bidding

**TIDEWATER LANDING
PUBLIC IMPROVEMENTS SUMMARY - PHASE 1B
DATE: 11/15/21**

SUMMARY OF AREAS:

TIF Funded Items Phase 1B	Percent	Cost
Cost of Work Total		\$ 24,208,000
CM Construction Contingency	3.00%	\$ 726,240
CM General Conditions / General Requirements	4.00%	\$ 968,320
Subtotal		\$ 25,902,560
CM Insurance	0.95%	\$ 246,074
CM Payment & Performance Bond	0.62%	\$ 160,596
Building Permit	1.00%	\$ 242,080
Subtotal		\$ 26,551,310
CM Fee	1.95%	\$ 517,751
Soft Costs (Survey, Engineering, Architectural, Material Testing, Ect..)	6.00%	\$ 1,593,079
Subtotal		\$ 28,662,139
Fortuitous Development Fee	4.00%	\$ 1,146,486
Owner Construction Contingency/Escalation	5.00%	\$ 1,433,725
Project Total Budget		\$ 31,242,350

Qualifications:

1. This is a budget summary for preliminary use and is subject to detailed design and competitive bidding

**TIDEWATER LANDING
PUBLIC IMPROVEMENTS FUNDING SUMMARY
DATE: 11/15/21**

SUMMARY OF AREAS:

TIF Funded Items	Cost
TIF Funded Items Phase 1A	\$ 5,000,000
TIF Funded Items Phase 1B	\$ 31,242,350
Total TIF Funded Items	\$ 36,242,350

Total Available TIF Funds Available	\$ 36,242,350
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RI Rebuild Funded Items	Cost
RI Rebuild Funded Items Phase 1A	\$ 11,498,419
Total RI Rebuild Funded Items	\$ 11,498,419

Total Available RI Rebuild Funds Available	\$ 10,000,000
Developer Funded Portion of Rebuild RI Items	\$ 1,498,419

EXHIBIT G

PHASE 1A – PRELIMINARY PHASE PLAN

V.04 Pre-Development Services – Item a

Permits and Approvals and Project Timeline

The required Permits and Approvals and an associated timeline are consistent with the Project Timeline stated in Exhibit C.

Exhibit C – Project Timeline – Phase 1A - November 15, 2021**Design and Construction Timeline**

Task	Lead Agency	Start	Finish
Schematic Design	Fortuitous Partners	January 2021	May 2021
Design Development	Fortuitous Partners	June 2021	September 2021
Final Design	Fortuitous Partners	October 2021	December 2021
Bidding/Negotiation	Fortuitous Partners	December 2021	January 2022
Construction	Fortuitous Partners	February 2022	March 2023

Municipal Project Review and Permitting

Task	Lead Agency	Approval Required	Start	Finish
Petition to Rezone	City of Pawtucket; Fortuitous Partners	City Council Approval	October 1, 2020	February 25, 2021
Master Plan Review	Fortuitous Partners	Pawt. Planning Commission & Riverfront Commission	December 1, 2020	January 19, 2021
Preliminary Plan Review	Fortuitous Partners	Pawt. Planning Commission	June 1, 2021	July 20, 2021
Final Plan Review	Fortuitous Partners	Pawt. Admin Staff	October 1, 2021	December 1, 2021
Administrative Subdivision – NG Properties	Fortuitous Partners National Grid	Pawtucket Admin Staff	August 25, 2021	September 29, 2021
Local Building Permit	Fortuitous Partners	Pawt. Zoning; DPW	December 1, 2021	January 15, 2021

State/Federal Project Review and Permitting

Task	Lead Agency	Approval Required	Start	Finish
Preliminary Determination Application	Fortuitous Partners	RIDEM, CRMC	January 30, 2021	May 6, 2021
Environmental Remediation RAWP Addendum by Grid	National Grid	RIDEM	August 12, 2021	October 7, 2021
CRMC Assent & Fresh Water Wetlands	Fortuitous Partners	CRMC	July 1, 2021	November 30, 2021
Sewer Connection	Fortuitous Partners	NBC	June 29, 2021	August 25, 2021
Water Supply	Fortuitous Partners	Pawt. Water Supply Board	December 1, 2020	March 1, 2021

V.04 Pre-Development Services – Item b

Rezoning Required to Construct Phase 1A

Fortuitous Partners worked with City of Pawtucket staff to identify zoning changes required to permit the project to be constructed as proposed. A new zone, Riverfront Tidewater Zone (RTW), was adopted by the City of Pawtucket on February 25, 2021. The official amendments to the zoning ordinance is attached on the following pages.

City of Pawtucket

CHAPTER 3237

APPROVED 2/25/2021

AN ORDINANCE IN AMENDMENT OF CHAPTER 410 OF THE CODE OF ORDINANCES OF THE CITY OF PAWTUCKET 1996, ENTITLED "ZONING". ESTABLISHMENT OF THE RIVERFRONT TIDEWATER (RTW) ZONING DISTRICT.

WHEREAS, an ordinance entitled "Zoning Ordinance" of Pawtucket, Rhode Island, designated as Chapter 2373 of the ordinances of the City of Pawtucket was approved on December 19, 1994, and such ordinance is further identified as Chapter 410 of the Revised Ordinances of the City of Pawtucket, and

WHEREAS, by the terms of said Chapter 2373, the regulations, restrictions, and boundaries set forth in the ordinance may, from time to time, be amended, and

WHEREAS, it is deemed appropriate that certain changes be made to the zoning ordinance and zoning district maps and that the public convenience and general welfare will be served thereby, and

WHEREAS, the proposed amendments to the zoning ordinance and zoning district map have followed the procedure set forth in Chapter 410-121, and

WHEREAS, the Pawtucket City Planning Commission has reviewed the proposed amendments and found that they are in conformance with the Pawtucket Comprehensive Plan for Land Use as amended and the general purposes of zoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PAWTUCKET AS FOLLOWS:

SECTION 1.

CHAPTER 410, ARTICLE I: GENERAL PROVISIONS

AMMENDMENT TO § 410-2: ESTABLISHMENT OF ZONING DISTRICTS

- R. Riverfront Tidewater (RTW). The purpose of the Riverfront Tidewater district is to encourage cohesive mixed-use development of vacant parcels in proximity to the Blackstone and Seekonk Rivers that provides high-quality amenities for both residents and visitors, contributes to positive economic development, improves multimodal connections to downtown Pawtucket, and enhances public access to, and viewsheds of, the riverfront area.

SECTION 2.

CHAPTER 410, ARTICLE II: USE REGULATIONS

AMMENDMENT TO § 410-12: TABLE OF USE REGULATIONS

(Attached Table)

SECTION 3.

CREATION OF CHAPTER 410, ARTICLE V (E): RIVERFRONT TIDEWATER (RTW)

§ 410-43.23: PURPOSE AND OBJECTIVE

- A. Riverfront Tidewater (RTW). The purpose of the Riverfront Tidewater district is to encourage cohesive mixed-use development of vacant parcels in proximity to the Blackstone and Seekonk Rivers that provides high-quality amenities for both residents and visitors, contributes to positive

economic development, improves multimodal connections to downtown Pawtucket, and enhances public access to, and views of, the riverfront area.

- B. Qualification. On the date any parcel of land is placed into a RTW Zone, it shall contain a minimum of 5,000 square feet of land, and be situated along, or in close proximity to the Blackstone or Seekonk Rivers.

§ 410-43.24: DIMENSIONAL REGULATIONS, PERMITTED USES, ADDITIONAL CRITERIA, REVIEW OF PROJECTS

- A. Dimensional Regulations. Dimensional regulations as presented in Article VI, § 410-44, of the Zoning Ordinance shall apply to the RTW Zone.
- B. Accessory Structures. Accessory structures that are directly related to the functionality of primary structures in the RTW Zone, e.g., light poles and parking structures, are permitted to exceed the maximum allowable height for accessory structures as presented in § 410-44 of the Pawtucket Zoning Ordinance, provided that they are approved by the City Planning Commission through the development plan review process.
- C. Permitted Uses. Use regulations as presented in Article II, § 410-12, of the Zoning Ordinance shall apply to the RTW Zone.
- D. Signs. All sign type and maximum sign area requirements for commercial zoning districts, as presented in § 410-88.D, shall apply to the RTW Zone. Electronic messaging centers (EMC signs) shall be permitted by special use permit in the RTW Zone.
- E. Number of Buildings on a Lot. More than one commercial, residential, or mixed-use primary structure located on a single lot is permitted in the RTW Zone if approved by the Planning Commission through the development plan review process.
- F. Parking. There are no minimum or maximum parking space requirements in the RTW Zone. All development projects in the RTW Zone shall demonstrate adequate off street parking to support peak demand periods with limited reliance on proximate public right of ways to satisfy projected parking needs. This parking may be provided off-site, provided that it is easily accessible, safe for pedestrians, and does not adversely impact the character of abutting residential or commercial properties. Parking design standards as set forth in § 410-78 shall apply for all surface and structured parking areas.
- G. Additional Criteria for Approval
- (1) Development activity in the RTW Zone shall be consistent with the goals of the Pawtucket City Comprehensive Plan.
 - (2) Structures and parking areas shall be situated in such a way as to maintain or maximize views of the Blackstone and Seekonk Rivers.
 - (3) Development activity in the RTW Zone shall include features or amenities intended to maintain and maximize pedestrian access to riverfront areas including connection wherever possible of all walkways, sidewalks, travel lanes, bikeways, and similar facilities along the river.
 - (4) Development activity in the RTW Zone shall include adequate drainage systems and erosion control measures to minimize any adverse impact on the quality and condition of the Blackstone and Seekonk Rivers.
 - (5) All screening, fences, walls, landscaped areas, plantings, or other landscaping treatment shall enhance and buffer the premises in a manner that is compatible with surrounding uses. The design of these features should avoid significant obstruction of views of the river.
- H. Development Plan Review
- (1) Development and design review in the RTW Zone shall follow the standard process of Planned Land Development as set forth in § 410-15.1.
 - (2) The Pawtucket Riverfront Commission shall serve in an advisory capacity to the Planning Commission when considering Planned Land Development in the RTW Zone. The

Riverfront Commission review process may occur concurrently and the procedural process of the Planning Commission shall govern.

SECTION 4.

CHAPTER 410, ARTICLE VI: DIMENSIONAL REGULATIONS

AMMENDMENT TO § 410-44: ENUMERATION

Zone and Use	Minimum Lot Size	Minimum Lot Frontage	Maximum Lot Coverage	Minimum Yard Setback Line			Maximum Height of Structures	
	(square feet)	(feet)	(percent)	Front (feet)	Side (feet)	Rear (feet)	Main* (feet)	Accessory (feet)
<u>Riverfront Tide Water</u>	<u>5,000</u>	<u>50</u>	<u>100%</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>120</u>	<u>15</u>

410 Attachment 1

[Amended 9-26-1996 by Ch. No. 2425; 10-23-1997 by Ch. No. 2470; 6-23-1999 by Ch. No. 2531;
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[illegible]

ZONING

410 Attachment 1

City of Pawtucket
TABLE OF USE REGULATIONS

[Amended 9-26-1996 by Ch. No. 2425; 10-23-1997 by Ch. No. 2470; 6-23-1999 by Ch. No. 2531;
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		RL	RS	RT	RM	RE	RD1	RD2	RD3	CL	CG	CD	CMU	CT	MO	MB	PO	PC	RCD	RTW
	products incidental to their manufacture on the premises, provided that the display of such merchandise shall not be visible from the street.																			
M.	Accessory manufacturing.	N	N	N	N	N	N	N	N	S	S	S	S	A	N	N	N	N	S	N
3.	Transient residential.																			
A.	Bed-and-breakfast home (1 dwelling unit).*	N	N	S	S	Y	N	N	Y	Y	Y	Y	Y	N	N	N	N	N	Y	Y
B.	Hotel and motel.*	N	N	N	N	Y	N	N	Y	N	Y	Y	Y	Y	N	N	N	N	Y	Y
4.	Gardening and raising of animals.																			
A.	Gardening/ Farming, not to include the raising of animals.*	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
B.	Greenhouse/ Nursery not used for a private gainful business.	S	S	S	S	S	Y	N	Y	Y	Y	Y	Y	A	Y	N	Y	Y	Y	Y
C.	Commercial greenhouse or nursery.	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y
D.	Keeping of animals as household pets.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y	Y	Y	Y	Y	Y
E.	Raising of animals.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
F.	Public zoo.	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	Y	N	N	N
G.	Pigeon loft.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
5.	Public, education and recreation uses.																			
A.	Place of worship (813110).	Y	Y	Y	Y	Y	S	S	S	Y	Y	S	Y	Y	Y	Y	N	Y	Y	Y
B.	Cemetery.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	N
C.	Public museum or library.	S	S	S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	N	Y	Y
D.	Hospital (622).	N	N	N	S	N	N	N	S	N	N	N	Y	N	N	N	N	N	S	S
E.	Municipal incinerator (562213).	N	N	N	N	N	N	N	N	N	N	N	N	N	S	N	N	N	N	N
F.	Municipal fire station (922160).	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
G.	Municipal refuse transfer station (562111).	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N
H.	Municipal structure or use not otherwise specified herein.	S	S	S	S	S	S	S	S	Y	Y	Y	Y	Y	Y	Y	Y	S	Y	Y
I.	Individual instruction as defined by § 410-46C(2).	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
J.	Day-care center.*	S	S	S	S	S	S	A	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y
K.	Elementary or secondary school (611110).	Y	Y	Y	Y	Y	N	S	Y	Y	Y	Y	Y	S	S	S	S	N	Y	Y
L.	Trade or vocational school (61151).	N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	N
M.	Schools not otherwise defined (611410, 6116).	N	N	N	N	N	N	S	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y

ZONING

410 Attachment 1

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		RL	RS	RT	RM	RE	RD1	RD2	RD3	CL	CG	CD	CMU	CT	MO	MB	PO	PC	RCD	RTW
N.	Historical museum or art gallery, including incidental retail sales (712110).	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	Y	N	Y	Y	N	Y	Y
O.	Community center.	N	S	S	S	S	S	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	Y	Y
P.	Municipal park.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
Q.	Civic, social, fraternal organization (8134).	N	N	N	S	S	N	N	S	S	S	S	Y	N	N	N	N	N	S	S
R.	Nonprofit recreational facility.	N	N	N	Y	N	N	Y	Y	N	Y	Y	Y	Y	Y	N	N	N	Y	Y
S.	Marina (713930).	N	N	N	N	N	Y	Y	Y	N	N	N	N	N	N	N	N	N	Y	Y
T.	Municipal police station/ substation (922120).	N	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y
U.	Municipal correctional institute (922140).	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
6.	Neighborhood commercial uses.																			
A.	Retail store of less than 2,500 square feet per establishment.	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	N	N	N	N	Y	Y
B.	Eating places of less than 2,500 square feet of gross floor area.	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y
C.	Service business of less than 2,500 square feet of gross floor area per establishment, primarily serving local needs.	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	N	N	N	N	Y	Y
7.	General commercial uses.																			
A.	Grocery store over 20,000 square feet.	N	N	N	N	N	N	N	N	N	Y	N	Y	S	N	N	N	N	Y	Y
B.	Retail store over 2,500 square feet serving the general needs of the City.	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	N	N	N	N	Y	Y
C.	Restaurant exceeding 2,500 square feet of gross floor area.	N	N	N	N	N	S	S	S	S	S	S	Y	S	S	S	N	N	Y	Y
D.	Tavern with liquor license.	N	N	N	N	N	S	N	S	Y	Y	Y	Y	Y	N	N	N	N	Y	Y
E.	Any commercial use with a drive-in window.	N	N	N	N	N	N	N	N	S	S	N	Y	N	S	N	N	N	S	S
F.	Multitenant commercial structure.	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	N	N	N	N	Y	Y
G.	Nightclub.	N	N	N	N	N	N	N	N	N	S	S	Y	S	S	S	N	N	S	N
H.	Flea market.*	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
I.	Auction house.*	N	N	N	N	N	N	N	N	N	Y	Y	Y	N	N	N	N	N	Y	N
J.	Compassion Center **	N	N	N	N	N	N	N	N	N	N	N			S	S	N	N	N	N
8.	Personal services.																			
A.	Coin-operated dry cleaner and laundering (812310).	N	N	N	N	N	N	N	S	Y	Y	Y	Y	Y	Y	N	N	N	Y	S

ZONING

410 Attachment I

City of Pawtucket
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ZONING

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		RL	RS	RT	RM	RE	RD1	RD2	RD3	CL	CG	CD	CMU	CT	MO	MB	PO	PC	RCD	RTW
A.	Ambulatory health care services (621).	N	N	N	S	S	N	N	Y	Y	Y	Y	Y	Y	N	N	N	N	Y	<u>Y</u>
B.	Veterinarian (541940).	N	N	N	N	N	N	N	S	S	Y	S	Y	Y	N	N	N	N	Y	<u>N</u>
C.	Other office use (541, except 541940, 541921; and 813, except 8134).	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	A	Y	<u>Y</u>
11.	Automotive and auto body repair, services and garages.																			
A.	General automotive repair shops (81111).	N	N	N	N	N	N	N	N	N	Y	N	Y	N	Y	Y	N	N	Y	<u>N</u>
B.	Other automotive repair shops (811198).	N	N	N	N	N	N	N	N	N	Y	N	Y	N	Y	Y	N	N	Y	<u>N</u>
C.	Automotive services, except repair (811191).	N	N	N	N	N	N	N	N	N	Y	N	Y	N	Y	N	N	N	Y	<u>N</u>
D.	Auto body repair shops (81112).	N	N	N	N	N	N	N	N	N	N	N	N	N	S	S	N	N	S	<u>N</u>
E.	Car washing facility (811192).	N	N	N	N	N	N	N	N	S	Y	N	Y	N	N	N	N	N	Y	<u>N</u>
F.	Gasoline service station, including repair facilities (447).	N	N	N	N	N	N	N	N	S	S	N	Y	N	N	N	N	N	Y	<u>N</u>
G.	Automobile, truck and motorcycle sales, rental and service (441, except 441222).	N	N	N	N	N	N	N	N	N	N	N	Y	N	Y	Y	N	N	Y	<u>N</u>
H.	Boat dealer (441222).	N	N	N	N	N	N	S	S	N	Y	N	Y	N	Y	N	N	N	Y	<u>S</u>
I.	Motor vehicle towing (488410).	N	N	N	N	N	N	N	N	N	A	N	A	N	Y	Y	N	N	Y	<u>N</u>
12.	Miscellaneous repair services.																			
A.	Miscellaneous repair services (811211, 811213, 8114).	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	<u>Y</u>
B.	Commercial and industrial machinery repair services (811212, 811219, 811310).	N	N	N	N	N	N	N	N	N	N	N	N	S	Y	Y	N	N	N	<u>N</u>
13.	Amusement/recreation services.																			
A.	Motion-picture theater, except drive-in (512131).	N	N	N	N	N	N	N	Y	N	Y	Y	Y	S	N	N	N	N	Y	<u>Y</u>
B.	Performing arts venues and related businesses (711, except 711190).	N	N	N	N	N	N	N	Y	N	Y	Y	Y	Y	Y	Y	N	N	Y	<u>Y</u>
C.	Bowling alley, billiards and pool.	N	N	N	N	N	N	N	Y	N	Y	Y	Y	Y	Y	Y	N	N	Y	<u>Y</u>
D.	Other amusement and recreation (713990).	N	N	N	N	N	N	N	S	N	S	S	Y	S	S	S	N	N	S	<u>S</u>
E.	Non-gambling coin-operated amusement	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	S	Y	N	N	N	Y	<u>Y</u>

ZONING

410 Attachment 1

City of Pawtucket
TABLE OF USE REGULATIONS

[Amended 9-26-1996 by Ch. No. 2425; 10-23-1997 by Ch. No. 2470; 6-23-1999 by Ch. No. 2531;
3-22-2001 by Ch. No. 2592; 8-25-2004 by Ch. No. 2739; 9-21-2006 by Ch. No. 2825;
8-20-2009 by Ch. No. 2928; 2-25-2010 by Ch. No. 2934; 9-20-18 by Ch. No. 3168; 12-18-18 by Ch. No. 3176; 5-23-19 by Ch. No. 3194]

		RL	RS	RT	RM	RE	RD1	RD2	RD3	CL	CG	CD	CMU	CT	MO	MB	PO	PC	RCD	RTW
	devices (game rooms).																			
14.	Parking Vehicle storage.																			
A.	Parking garage or parking area.	N	N	N	N	N	A	A	Y	Y	Y	Y	Y	N	Y	Y	A	A	Y	Y
B.	Parking garage or parking area for noncommercial vehicles.	N	N	S	S	Y	A	A	Y	Y	Y	Y	Y	Y	Y	Y	A	A	Y	Y
C.	Parking garage or parking area within 100 feet of any commercial, riverfront, or industrial zone.	N	S	S	S	S	N	N	S	Y	Y	Y	Y	Y	Y	Y	A	A	Y	Y
D.	Storage of 1 truck of not more than 3/4-ton capacity, owned and operated by a person residing on the premises, specifically excluding vehicles used for the transportation of liquids, gases, rubbish, trash, garbage or other noxious matter.	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	A	Y	Y	N	Y	Y	Y
E.	Parking of commercial vehicles over 3/4-ton capacity.	N	N	N	N	N	N	Y	A	Y	Y	Y	Y	N	Y	Y	N	Y	Y	A
F.	Storage for noncommercial registered automobiles owned and operated by a person residing on the premises.	A	A	A	A	A	N	N	A	A	A	A	A	A	A	A	A	A	A	A
G.	Off-street parking garage or parking area as required by Article IX.	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
15.	Wholesale commercial uses.																			
A.	Wholesale commercial use, including the sale and storage of goods, supplies or equipment.	N	N	N	N	N	N	N	N	N	N	N	Y	N	Y	Y	N	N	Y	N
16.	Public utility uses.																			
A.	Communications office (517), excluding antennas.	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y
B.	Electric, gas, water, and irrigation stations (22112, 22121, 221310).	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	N	N	S	S
C.	Public utility pole.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
D.	Public utility tower not otherwise specified herein	S	S	S	S	S	S	S	S	S	S	S	S	Y	Y	Y	S	N	S	S
E.	Radio or television	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	N	N	Y	N

ZONING

410 Attachment 1

City of Pawtucket
TABLE OF USE REGULATIONS

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3-22-2001 by Ch. No. 2592; 8-25-2004 by Ch. No. 2739; 9-21-2006 by Ch. No. 2825;
8-20-2009 by Ch. No. 2928; 2-25-2010 by Ch. No. 2934; 9-20-18 by Ch. No. 3168; 12-18-18 by Ch. No. 3176; 5-23-19 by Ch. No. 3194]

		RL	RS	RT	RM	RE	RD1	RD2	RD3	CL	CG	CD	CMU	CT	MO	MB	PO	PC	RCD	RTW
	transmission tower.																			
F.	Water tower.	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	N	N	N	N
G.	Any other structure which is part of a public utility system, other than a freight or trucking terminal.	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
H.	Personal communications system antenna.*	N	N	N	N	S	N	S	S	N	S	S	S	S	S	S	N	N	S	S
I.	Wireless communications antenna.*	N	N	N	N	N	N	S	S	N	N	N	N	S	S	S	N	N	S	S
17.	Transportation uses.																			
A.	Heliprot.	N	N	N	N	N	S	S	S	N	N	Y	N	Y	Y	Y	N	N	S	S
B.	Railroad.	N	N	N	S	S	N	N	S	S	S	S	S	Y	Y	Y	N	N	S	S
C.	Passenger transportation terminal.	S	S	S	S	S	Y	Y	Y	S	Y	Y	Y	Y	S	S	N	N	Y	Y
D.	Freight or trucking terminal.	N	N	N	N	N	N	N	N	N	N	N	N	N	S	S	N	N	S	N
18.	Storage uses.																			
A.	Storage uses. Coal, lumber or wood yard heating oil storage or distribution.	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	N	N	N	N
B.	Storage of equipment, products, supplies or material.	N	N	N	N	N	N	N	N	N	N	N	N	N	S	S	N	N	Y	N
C.	Storage of junk, automotive junk, junkyard, commercial junkyard.	N	N	N	N	N	N	N	N	N	N	N	N	N	S	S	N	N	N	N
D.	Storage of flammable or volatile materials.	N	N	N	N	N	N	N	N	N	N	N	N	N	S	S	N	N	N	N
E.	Storage of building materials and equipment incidental to adjacent construction.	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
F.	Hazardous substances: any substance or mixture, or substance which is toxic, corrosive, an irritant, a strong sensitizer flammable or combustible, or generates pressure through decomposition, heat or other means if such substance may cause substantial personal injury or substantial illness.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
G.	Permanently sited trailers for storage use.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
H.	Rental storage space (53113).	N	N	N	N	N	N	N	N	N	Y	N	N	N	Y	Y	N	N	Y	N

410 Attachment I

[Amended 9-26-1996 by Ch. No. 2425; 10-23-1997 by Ch. No. 2470; 6-23-1999 by Ch. No. 2531;
3-22-2001 by Ch. No. 2592; 8-25-2004 by Ch. No. 2739; 9-21-2006 by Ch. No. 2825;
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[illegible]

ZONING

410 Attachment 1

City of Pawtucket TABLE OF USE REGULATIONS

[Amended 9-26-1996 by Ch. No. 2425; 10-23-1997 by Ch. No. 2470; 6-23-1999 by Ch. No. 2531;
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8-20-2009 by Ch. No. 2928; 2-25-2010 by Ch. No. 2934; 9-20-18 by Ch. No. 3168; 12-18-18 by Ch. No. 3176; 5-23-19 by Ch. No. 3194]

		RL	RS	RT	RM	RE	RD1	RD2	RD3	CL	CG	CD	CMU	CT	MO	MB	PO	PC	RCD	RTW
	commercial and industrial users.																			
U.	Quarrying or mining of sand, gravel or rocks.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
V.	Rock or stone crushing.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
W.	Manufacturing of firearms.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
X.	Manufacturing use not listed.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Y.	Multitenant industrial structure.	N	N	N	N	N	N	N	N	N	N	N	N	Y	S	S	N	N	N	N
Z.	Boat and ship building (3366).	N	N	N	N	N	N	Y	S	N	N	N	N	Y	Y	Y	N	N	S	S
AA.	Machinery manufacturing (3334, 3335, 334, 335).	N	N	N	N	N	N	N	N	N	N	N	N	Y	S	S	N	N	S	N
BB.	Medical equipment, medical supplies and office supplies manufacturing (3391, 33994).	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	N	N	N	N
CC.	Miscellaneous manufacturing (3399).	N	N	N	N	N	N	N	N	N	N	N	N	S	Y	Y	N	N	N	N
DD.	Artist studio, display and sales.	N	N	N	N	Y	N	N	Y	N	Y	Y	Y	Y	Y	Y	N	N	Y	Y
EE.	Nonresidential cooperative cultivation	N	N	N	N	N	N	N	N	N	N	N			N	N	N	N	N	N
FF.	Licensed cultivator**	N	N	N	N	N	N	N	N	N	N	N			S	S	N	N	N	N
GG.	Marijuana testing facility**	N	N	N	N	N	N	N	N	N	S	N			S	S	N	N	N	N
HH.	Brewing and distilling of beer or spirits	N	N	N	N	N	N	N	Y	S	Y	Y	Y	Y	Y	Y	N	N	Y	Y
20.	Signs.																			
A.	Signs. See § 410-88A to E.	N	N	N	N	N	S	S	S	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y
B.	Billboard, bulletin type.	N	N	N	N	N	N	N	N	N	N	N	N	N	S	S	N	N	S	N
C.	Billboard, thirty-sheet poster type.	N	N	N	N	N	N	N	N	N	N	N	N	N	S	S	N	N	S	N
D.	Billboard, eight-sheet poster type.	N	N	N	N	N	N	N	N	N	N	N	N	N	S	S	N	N	S	N

ORDINANCE OF THE
CITY OF PAWTUCKET

CHAPTER # 3237

AN ORDINANCE IN AMENDMENT OF CHAPTER 410
OF THE CODE OF ORDINANCES OF THE CITY OF
PAWTUCKET 1996, ENTITLED "ZONING",
ESTABLISHMENT OF THE RIVERFRONT TIDEWATER
(RTW) ZONING DISTRICT

PUBLIC HEARING SET FOR 2/10/2021

~~WHEREFORE~~

~~WHEREFORE~~

2 / 10 / 2021
Richard Goldst Clerk

LAID ON THE TABLE AND REFERRED TO THE

ORDINANCE COMMITTEE

2 / 6 / 2021
Richard Goldst Clerk

ORDINANCE COMMITTEE

RECOMMENDS APPROVAL

1 / 20 / 2021
Dean E. Hall Chair

READ AND GIVEN FIRST PASSAGE

AYES 8 NOES 0

2 / 10 / 2021
Richard Goldst Clerk

READ AND GIVEN SECOND PASSAGE

AYES 29 NOES 0

2 / 24 / 2021
Richard Goldst Clerk

APPROVED

John / 25 / 2021 MAYOR

City of Pawtucket

CHAPTER 3238

APPROVED 2/25/2021

AN ORDINANCE IN AMENDMENT OF CHAPTER 3124 OF THE ORDINANCES OF THE CITY OF PAWTUCKET, RHODE ISLAND, AMENDING THE 2017 COMPREHENSIVE PLAN. CHANGE IN THE OFFICIAL ZONING MAP, LAND USE MAP, AND FUTURE LAND USE MAP. (45 Division Street, 0 School Street, 0 Taft Street and 200 Taft Street – AP 23 Lots 599, 672, 673; AP 54 Lots 827 and 826; AP 65 Lot 662) .

WHEREAS, an ordinance entitled, “ORDINANCE ADOPTING THE CITY OF PAWTUCKET 2017 COMPREHENSIVE PLAN” of Pawtucket, Rhode Island, designated as Chapter 3124 of the ordinances of the City of Pawtucket was adopted on March 23, 2017, and

WHEREAS, a petition has been filed by the City of Pawtucket as the owner, and Fortuitous Partners as the lessee, of property located at 45 Division Street, 0 School Street, 0 Taft Street and 200 Taft Street, to amend the City of Pawtucket Comprehensive Plan. These amendments are proposed to update official maps for Zoning, Current Land Use, and Future Land Use, specifically to change the designation of these properties to Riverfront Tidewater (RTW) for the purpose of Zoning, Mixed-Use for the purpose of Current Land Use, and Mixed Use for the purpose of Future Land Use, and

WHEREAS, Section 4-1600 of the Charter of the City of Pawtucket requires the City Planning Commission to make and adopt a Comprehensive Plan, and

WHEREAS, the Rhode Island Comprehensive Planning and Land Use Act, Title 45, Chapter 22.2-2 requires that all Rhode Island communities adopt a Comprehensive Plan to be in conformance with the Act, and

WHEREAS, the City Planning Commission held the necessary public hearing with the required advertising, and voted to approve this petition to amend the City of Pawtucket Comprehensive Plan, and

WHEREAS, the City Council held the necessary public hearing with the required advertising, and voted to approve this petition to amend the City of Pawtucket Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PAWTUCKET AS FOLLOWS:

SECTION 1. Zoning Map Amendment

The Pawtucket City Council hereby adopts this amendment to the City of Pawtucket Comprehensive Plan, specifically the Zoning Map, to incorporate the proposed zone change for:

45 Division Street (AP 23A L599), 0 School Street (AP 23A L672), 0 Taft Street (AP 54B L826), and 200 Taft Street (AP 65B L662) from Riverfront Mixed Use (RD3) to Riverfront Tidewater (RTW), and

0 School Street (AP 23A L673) and 0 Taft Street (AP 54B L827) from Riverfront Public Open (RD1) to Riverfront Tidewater (RTW).

SECTION 2. Current Land Use Map Amendment

The Pawtucket City Council hereby adopts this amendment to the City of Pawtucket Comprehensive Plan, specifically the Current Land Use Map, to incorporate the proposed use change for 45 Division Street (AP 23A L599), 0 School Street (AP 23A L672 & L673), 0 Taft Street (AP 54B L826 & L827), and 200 Taft Street (AP 65B L662) from Undeveloped to Mixed-Use.

SECTION 3. Future Land Use Map Amendment

The Pawtucket City Council hereby adopts this amendment to the City of Pawtucket Comprehensive Plan, specifically the Future Land Use Map, to incorporate the proposed future use change for 0 Taft Street (AP 54B L827) from Open Space & Recreation to Mixed-Use

SECTION 4. The Pawtucket City Council hereby orders, finds and declares that this amendment to the City of Pawtucket Comprehensive Plan, including but not limited to the City's Future Land Use Plan, is in harmony with the general purpose and intent of the Plan and enabling legislation, will not substantially impair or injure neighboring property, is in the public interest, and does not constitute spot zoning.

SECTION 5. The City of Pawtucket Planning Commission and Planning Department are ordered and directed to amend the City's Comprehensive Plan in accordance with this Ordinance.

SECTION 6. This amendment shall not take effect for purposes of guiding state agency actions until approved by the Director of Statewide Planning, comprehensive plan appeals board, or the Rhode Island supreme court.

PUBLIC SET FOR 2/10/2021

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

**ORDINANCE OF THE
CITY OF PAWTUCKET**

CHAPTER # 3238

AN ORDINANCE IN AMENDMENT OF CHAPTER 3124
OF THE ORDINANCES OF THE CITY OF PAWTUCKET
AMENDING THE 2017 COMPREHENSIVE PLAN.
(CHANGE IN THE OFFICIAL ZONING MAP, LAND USE
MAP, AND FUTURE LAND USE MAP - CHANGE FROM
RIVERFRONT MIXED USE (RD3) TO RIVERFRONT
TIDEWATER (RTW) FOR 45 DIVISON STREET
(AP23A, L599) 0 SCHOOL (AP23A L672),
0 TAFT STREET (AP54B, L826) AND 200 TAFT STREET
(AP65B L662, AND CHANGE FROM RIVERFRONT
PUBLIC OPEN (RDI) TO RIVERFRONT TIDE WATER
(RTW) FOR 0 SCHOOL STREET (AP23A L673 AND 0
TAFT STREET (AP54B L827)

Richard Goldblatt Clerk
2/10/2021

LAI ON THE TABLE AND REFERRED TO THE

ORDINANCE COMMITTEE

Richard Goldblatt Clerk
2/10/2021

ORDINANCE COMMITTEE

RECOMMENDS APPROVAL

1 / 20 / 2021

Travis Anderson Chair

READ AND GIVEN FIRST PASSAGE

AYES 8 NOES 0

Richard Goldblatt Clerk
2/10/2021

READ AND GIVEN SECOND PASSAGE

AYES 9 NOES 0

Richard Goldblatt Clerk
2/24/2021

APPROVED

2/25/2021

Richard Anderson MAYOR

City of Pawtucket

CHAPTER 3239

APPROVED 2/25/2021

AN ORDINANCE IN AMENDMENT OF CHAPTER 410 OF THE CODE OF ORDINANCES OF THE CITY OF PAWTUCKET 1996, ENTITLED "ZONING". CHANGE IN OFFICIAL ZONING MAP (45 Division Street, 0 School Street, 0 Taft Street and 200 Taft Street – AP 23 Lots 599, 672, 673; AP 54 Lots 827 and 826; AP 65 Lot 662)

WHEREAS, an ordinance entitled "Zoning Ordinance" of Pawtucket, Rhode Island, designated as Chapter 2373 of the ordinances of the City of Pawtucket was approved on December 19, 1994, and such ordinance is further identified as Chapter 410 of the Revised Ordinances of the City of Pawtucket, and

WHEREAS, by the terms of said Chapter 2373, the regulations, restrictions, and boundaries set forth in the ordinance may, from time to time, be amended, and

WHEREAS, it is deemed appropriate that certain changes be made to the zoning ordinance and zoning district maps and that the public convenience and general welfare will be served thereby, and

WHEREAS, the proposed amendments to the zoning ordinance and zoning district map have followed the procedure set forth in Chapter 410-121, and

WHEREAS, the Pawtucket City Planning Commission has reviewed the proposed amendments and found that they are in conformance with the Pawtucket Comprehensive Plan for Land Use as amended and the general purposes of zoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PAWTUCKET AS FOLLOWS:

SECTION 1. Zoning Map Amendment

Chapter 410 of the ordinances of the City of Pawtucket, Rhode Island, and that portion establishing the official zoning map, is hereby amended by changing the official zoning map, readopted on December 19, 1994 as Chapter 2373.

The official zoning map identified in Chapter 410.3 is hereby amended by:

Changing the designation of the following properties at 45 Division Street (AP 23A L599), 0 School Street (AP 23A L672), 0 Taft Street (AP 54B L826), and 200 Taft Street (AP 65B L662) from Riverfront Mixed Use (RD3) to Riverfront Tidewater (RTW).

Changing the designation of the following properties at 0 School Street (AP 23A L673) and 0 Taft Street (AP 54B L827) from Riverfront Public Open (RD1) to Riverfront Tidewater (RTW).

SECTION 2. This ordinance shall take effect when passed by the City Council and signed by the Mayor of the City of Pawtucket

ORDINANCE OF THE
CITY OF PAWTUCKET

CHAPTER # 3239

AN ORDINANCE IN AMENDMENT OF CHAPTER 410
OF THE CODE OF ORDINANCES OF THE CITY OF
PAWTUCKET 1996, ENTITLED "ZONING" (CHANGE
IN OFFICIAL ZONING MAP - CHANGE FROM
RIVERFRONT MIXED USE (RD3) TO RIVERFRONT
TIDEWATER (RTW) FOR 45 DIVISION STREET
(AP23A, L599) 0 SCHOOL STREET (AP23A L672)
0 TAFT STREET (AP54B L826) AND 200 TAFT
STREET (AP65B L662) AND CHANGE FROM RIVERFRONT
RIVERFRONT PUBLIC OPEN (RD1) TO RIVERFRONT
TIDEWATER (RTW) FOR 0 SCHOOL STREET
(AP23A L673) AND 0 TAFT STREET (AP54B L827)

PUBLIC HEARING SET FOR 2/10/2021
ANNOUNCED

~~XXXXXXXXXXXX~~

2/10/2021
Richard Gillett Clerk

LAID ON THE TABLE AND REFERRED TO THE

ORDINANCE COMMITTEE

1 / 6 / 2021
Richard Gillett Clerk

ORDINANCE COMMITTEE

RECOMMENDS APPROVAL

1 / 20 / 2021
Steve E. Allen Chair

READ AND GIVEN FIRST PASSAGE

AYES 8 NOES 0

2 / 10 / 2021
Richard Gillett Clerk

READ AND GIVEN SECOND PASSAGE

AYES 9 NOES 0

2 / 10 / 2021
Richard Gillett Clerk

APPROVED

2 / 25 / 2021
Steve E. Allen MAYOR

City of Pawtucket Planning Commission
Preliminary Plan Review Decision

Property Owner	City of Pawtucket The Narragansett Electric CO
Application ID #	DPR 02-21
Applicant	Fortuitous Tidewater OZ, LLC
Property	45 Division Street 0 School Street 0 Taft Street 200 Taft Street
Assessor's Parcel	AP 23; Lot 599 AP 23; Lots 672 & 673 AP 54; Lots 826 & 827 AP 65, Lot 662
Zoning/Use	Riverfront Tidewater (RTW) Vacant City Owned Land Public Utility (Electric)
Properties in vicinity - zoning and use	Residential – single and multi-family Commercial – Light manufacturing, Medical Office, Social Club
Approval/Relief requested	Preliminary Plan Review associated with proposed construction of an 11,000 seat stadium with associated river walk amenities and multi-site parking. This stadium construction represents the first component of the overall Tidewater Landing mixed-use development proposal that was previously granted Master Plan approval by the Planning Commission on January 19, 2021. Preliminary Plan associated with parcels 540826 & 650662 only.
Date of legally noticed meeting where comments were received	July 20, 2021
Planning Commission Members Present	Steve Pedro (Chair), Monique Renaud (Vice Chair), Karen Kolodziej, Ted Martins, and Stephanie Olarte
The following individuals spoke as representatives of the applicant/property owner	Dan Kroeber, Milone & Macbroom Emily Foster, SLR Consulting Darin Overton, SLR Consulting Len Bradley, Diprete Engineering Blair Oliver, Dimeo Construction
The following individuals spoke at the hearing	Everett Pope, Resident Andrew Kennedy, Taft Street Community Garden Patricia Kinghorn, Taft Street Community Garden Pat Ford, Coalition Radio Network

CITY OF PAWTUCKET

City of Pawtucket Planning Commission
Preliminary Plan Review Decision

<p>The following materials were entered into the record</p>	<ul style="list-style-type: none"> • Signed Application for Development Plan Review • 200-foot abutter radius map with abutter mailing labels • Tidewater Stadium Application Narrative by Fortuitous Partners, dated June 24, 2021 • Site and engineering plans including existing condition, proposed layout, landscaping, grading, utilities, and site stormwater management by DiPrete Engineering and SLO, dated 6/24/21 • Stadium floor plans, elevations, sections, and renderings by Odell, dated 6/24/21 • Stormwater Management Report and Operating & Maintenance Plan by DiPrete Engineering, dated 6/22/21 • Traffic Evaluation and Shared Parking Study by SLR, dated 3/18/2021 • Interim Parking Management Plan by SLR, dated June 2021 • CRMC Preliminary Determination, issued on May 6, 2021 • Correspondence with National Grid Regarding electrical service capacity and line extension requirements, dated March 17, 2021 • NBC indirect sewer connection application, not dated • Correspondence with PWSB regarding water utility capacity, dated April 6, 2021 • Letter issued by the Narragansett Electric Company authorizing Fortuitous Partners LLC to apply for Preliminary Plan Approval, dated January 7, 2020 • Written Comments submitted by Pare Corporation and CBRE, dated July 15, 2021 (Exhibit A)
<p>1. The design of the proposed development will be consistent with the goals of the City Comprehensive Plan and will implement the purposes of development plan review;</p>	<p>Yes.</p> <p><u>Pawtucket Comprehensive Plan Analysis</u></p> <p>Land Use:</p> <p>Goal 2. Invest in the City's designated growth center and recognize the different objectives of its components including the Riverfront</p> <p>Objective 4. Increase the amount of available public recreation areas</p> <p>Policy 4. Maintain an updated file on all brownfields sites and encourage the remediation of these sites where necessary</p> <p>Policy 7. Accommodate new industrial, commercial, residential, and other developments through carefully considered rezoning</p>

City of Pawtucket Planning Commission
Preliminary Plan Review Decision

	<p>Policy 8. Implement the Riverfront Development Plan</p> <p>Policy 9. Wherever possible, encourage pedestrian and bicycle links along the riverfront as well as throughout the City</p> <p>Economic Development:</p> <p>Goal 3. Promote economic growth that capitalizes on the City's strengths</p> <p>Goal 4. Use the Growth Center as a focus for economic development</p> <p>Objective 2. Increase the number of businesses in Pawtucket</p> <p>Objective 3. Increase the number of jobs in Pawtucket</p> <p>Policy 1. Support Development that creates a strong, diverse, and vital commercial downtown</p> <p>Policy 11. Utilize federal and state programs and financial incentives as a means to assist developers in remediation and reuse of brownfield sites within the city</p> <p>Recreation:</p> <p>Goal 3. Develop recreation resources that link recreation sites, cultural sites, and natural resource sites, etc., including the Blackstone River Valley Bikeway, the Ten Mile River Bikeway, and walkways along both sides of the Pawtucket River</p>
2. The proposal complies with all applicable provisions within the Zoning Ordinance;	<p>Yes</p> <p>Proposed multi-use stadium with riverwalk, public plaza, and multi-site parking comply with applicable use and dimensional requirements for the Riverfront Tidewater (RTW) zoning district.</p>
3. The proposal complies with all submittal requirements listed for development plan review within the Land Development and Subdivision Regulations;	<p>Yes</p> <p>All required Preliminary Plan Review application materials have been submitted by the applicant as detailed above.</p>
4. The proposal is designed to meet all applicable Design Requirements and Performance Standards as provided in Section XV of the Land Development and Subdivision Regulations.	<p>Yes</p> <p>Engineering and architectural plans detail appropriately scaled stadium that includes stormwater management best practices, coordination with previously approved environmental site capping, public river access, substantial landscaping with native species, and public plaza space.</p>


City of Pawtucket Planning Commission
Preliminary Plan Review Decision

	<p>Interim parking management for the first year of stadium operation relies on a combination of permanent on-site parking, temporary on-site parking, and off-site parking to be accessed via shuttle service and pedestrian access points.</p> <p>This proposed scope of development is consistent with applicable design requirements, performance standards, and comprehensive plan goals.</p>
Based on the above findings of fact, a motion was made by Monique Renaud and seconded by Karen Kolozej to:	Conditionally approve the application for Preliminary Plan Review as submitted.
Approval is subject to the following conditions:	<ol style="list-style-type: none"> 1. The applicant shall submit an updated Interim Parking Management Plan for review by the Planning Commission at a future public meeting to include more detail regarding off-site parking locations, shuttle operations and frequency, management of the real time parking app, wayfinding types and locations, suggested police details and street parking enforcement for game day operations, the communication strategy to inform residents of event and parking related updates, and a schedule for anticipated completion of the final Interim Parking Management Plan to be completed in coordination with the City and Police Department at least 5 months prior to the issuance of a Certificate of Occupancy for the stadium. 2. Prior to the issuance of building permits, the applicant shall submit a construction management plan detailing construction scheduling, staging, and project management contact information to the Pawtucket Director of Public Works and the Building Official. 3. Prior to the issuance of building permits, all public right of way alterations including, but not limited to, sidewalk and curb cut alterations shall be submitted to the Pawtucket Department of Public works for review and approval. 4. The applicant shall monitor traffic flow and capacity, specifically during stadium events, in coordination with RIDOT and the Pawtucket Department of Public Works to identify any mitigation actions that may be required to maintain safe vehicular circulation. 5. Temporary gravel parking areas shall be limited to the first year of stadium operation only, unless otherwise extended by the Pawtucket Director of Public Works. The applicant shall also submit updated site plans for all temporary parking areas detailing surface materials, stall and aisle dimensions, and any screening, whether landscape or otherwise.

City of Pawtucket Planning Commission
Preliminary Plan Review Decision

	<ol style="list-style-type: none"> 6. Prior to the issuance of building permits, the applicant shall receive final CRMC approval (Assent Permit) for all stadium and associated construction. 7. Prior to the issuance of building permits, the applicant shall submit required floodplain elevation certificates and map amendments. 8. The Applicant shall establish a master developer agreement, and any associated agreements, with the City of Pawtucket, specifically detailing project construction, maintenance, infrastructure improvements, and cost responsibility for both parties. 9. Prior to the issuance of a Certificate of Occupancy, the Applicant shall finalize all easements required to maintain appropriate access for public use, maintenance, and utilities. 10. The applicant shall submit a final stadium signage plan for review and approval by the Pawtucket Planning Department and the Zoning Official. 11. All site and stadium lighting shall be designed and configured as to minimize glare on abutting properties, particularly residential properties located to the west. 12. All site stormwater management infrastructure shall be operated and maintained to ensure functionality and efficiency. 13. The applicant shall complete all required administrative subdivisions associated with parcel reconfiguration, and record in the Pawtucket Land Evidence Record. 14. Stop bars located at the Tidewater Street access point shall be located in a manner that ensures adequate driver sight lines for vehicles entering and exiting the property. 15. The Applicant shall comply with all required state and local license requirements for events and the sale of alcohol at all times. 16. Prior to the issuance of building permits, all final certified architectural, engineering, stormwater, and landscape plans shall be submitted for final administrative review and approval by the Pawtucket Planning Department.
Voting in favor: 4	Steve Pedro, Monique Renaud, Stephanie Olarte, and Karen Kolodziej
Voting against: 0	
Abstaining: 1	Ted Martins

City of Pawtucket Planning Commission
Preliminary Plan Review Decision

Date of vote:	July 20, 2021
Signature of Chair/Vice Chair 	Date 7/28/2021
A party wishing to appeal this decision must do so within:	20 days of the Planning Commission decision recording and posting.
This decision is valid for:	One year of the Planning Commission decision recording and posting.

V.04 Pre-Development Services – Item c

Engage Professionals to conduct surveys, traffic and parking studies, engineering site-review, environmental due-diligence, and other predevelopment studies

Professionals Fortuitous Engaged:

- Survey – DiPrete Engineering – Conducted ALTA surveys of National Grid and City Parcels, prepared easement maps
- Traffic & Parking Studies – Milone & MacBroom, Inc. (MMI) now known as SLR International Corp. (SLR) prepared overall traffic study, interim parking management plans and parking studies
- Engineering Site Reviews - SLR prepared engineering reviews of available utilities and other related pre-development site constraints
- Stormwater Management – SLR retained DiPrete Engineering to design stormwater management facilities.
- Geotechnical Investigations – Initial geotechnical recommendations prepared by SLR. Final geotechnical investigations and geotechnical reports conducted by GZA Environmental.
- Environmental Investigations – SLR complete Phase 1 Environmental Site Assessments and on-site investigations and reporting.

Fortuitous retained and compensated each of these entities for their work. The following Schedule A-1 outlines each of the contracts and the value of each contract. The cost applicable to Phase 1A public improvements has been accounted for in this schedule. This work will be reimbursed in accordance with the terms in the Master Development Agreement.

Schedule A-1

Pre-Development Budget - Phase 1A

Softs Costs Contracted Prior to Execution of Master Development

11/15/2021

Contract ID	Contract Date	Contracted Cost	Private	Private	Public	Public	Notes
SLR Contract #1	2/20/2020	\$ 900,000.00	95%	\$ 855,000.00	5%	\$ 45,000.00	Initial due diligence proposal, Phase 1 ESA, Geotech, Concept Design, Traffic/Parking Study, ect...
SLR Contract #2a	1/20/2021	\$ 388,500.00	80%	\$ 310,800.00	20%	\$ 77,700.00	Tidewater Stadium design contract, includes design of riverwalk on City property, public parking lot, north plaza and other improvements. Also includes all local and state permitting for Phase 1A
SLR Contract #2b	7/28/2021	\$ 12,750.00	25%	\$ 3,187.50	75%	\$ 9,562.50	Amendment to include stormwater and erosion control design for public improvements on City property
SLR Contract #3	2/9/2021	\$ 385,000.00	100%	\$ 385,000.00	0%	\$ -	Environmental Services contract for City owned sites, work reimbursed by RIDEM through Brownfield Grant so no City Reimbursement required
DiPrete Contract #1	5/28/2021	\$ 12,350.00	100%	\$ 12,350.00	0%	\$ -	National Grid Parcel Property Survey and Admin Subdivision
DiPrete Contract #2	10/29/2020	\$ 22,500.00	50%	\$ 11,250.00	50%	\$ 11,250.00	Property Survey for City Parcels
DiPrete Contract #3	10/29/2020	\$ 56,250.00	50%	\$ 28,125.00	50%	\$ 28,125.00	Topographic Surveys for City Parcels and off-site roadway improvements
Odell Contract #1	11/20/2020	\$ 601,040.00	98%	\$ 589,019.20	2%	\$ 12,020.80	Architects SD contract for Tidewater Stadium, allocation for design of surrounding public infrastructure including lighting, electrical, site design, signage for public improvements
Odell Contract #1	9/24/2021	\$ 2,668,690.00	97%	\$ 2,588,629.30	3%	\$ 80,060.70	Architects full design contract for Tidewater Stadium, allocation for design of surrounding public infrastructure including lighting, electrical, site design, signage for public improvements
GZA Contract #1	10/20/2020	\$ 55,950.00	90%	\$ 50,355.00	10%	\$ 5,595.00	Geotech Investigation and Report on National Grid site, public allocation for design of riverwalk and parking
GZA Contract #2	4/20/2021	\$ 18,500.00	75%	\$ 13,875.00	25%	\$ 4,625.00	Geotech Report on City Parcels includes recommendation for public improvements
GZA Contract #3	7/22/2021	\$ 8,000.00	90%	\$ 7,200.00	10%	\$ 800.00	Geotech Design on National Grid site, public allocation for design of riverwalk and parking
GZA Contract #4	10/12/2021	\$ 270,800.00	90%	\$ 243,720.00	10%	\$ 27,080.00	Construction Observation, Administration, Materials Testing during construction, allocation for public improvements
SUBTOTAL		\$ 5,400,330.00	94.4%	\$ 5,098,511.00	5.9%	\$ 301,819.00	

V.04 Pre-Development Services – Item d

Budget and Schedule (next page)

The preliminary budgets and schedules for Phase 1A are consistent with the Project Timeline included in Exhibit C and the Preliminary Public Improvement Budget included in Exhibit F.

1-Nov-21

Tidewater Landing - Phase 1A Capital Stack			
TOTAL PHASE 1A CONSTRUCTION COSTS	\$	84,000,000	
Financing Method	Share of Cost Attributed to Financing Method	Total Cost Attributed to Financing Method	Cost of Capital
Public Funding (Other Sources)	6.0%	\$ 5,000,000	0.0%
Rebuild RI Tax Credit (Sales Tax Exemption)	0.0%		0.0%
Rebuild RI Tax Credit	11.9%	\$ 10,000,000	0.0%
OZ Fund Equity	0.0%		17.0%
Institutional Debt	20.4%	\$ 18,016,806	6.0%
C-PACE Debt Financing	25.6%	\$ 21,483,394	5.5%
EB-5 Equity	0.0%		10.0%
EB-5 Debt	0.0%		5.0%
CRA Tax Credits	0.0%		0.0%
NMTC	9.5%	\$ 8,000,000	0.0%
Food Service Investment	1.8%	\$ 1,500,000	0.0%
Stadium Operator Investment	1.0%		0.0%
TeamCo Equity into StadCo	23.8%	\$ 20,000,000	10.0%
Total	100.0%	\$ 84,000,000	
Total Debt		\$ 39,500,000	5.7%
Total Equity		\$ 44,500,000	
Equity Share			53%

Tidewater Landing Phase 1A - Construction Budget			
Direct Trade Costs		\$	50,217,574
Subtotal Hard Construction Cost:		\$	50,217,574
Other CM Costs			
Escalation / Estimate Contingency (Estimate)	4.00%	\$	2,008,703
General Conditions/General Requirements (Dimeo Bid Cost)		\$	2,021,365
Building Permit (estimate)	1.00%	\$	643,176
Subtotal		\$	54,890,817
CM P&P Bonds and Insurance (Dimeo Bid Cost)	2.77%	\$	1,520,476
Subtotal		\$	56,411,293
CM Fee (Dimeo Bid Cost)	1.95%	\$	1,100,020
Subtotal Construction Manager Cost + Trade Cost		\$	57,511,313
Other Owner Procured Items (Lights, Turf, Bleachers, ect...)		\$	10,600,000
Food & Beverage Equipment Budget		\$	1,500,000
FF&E & Technology		\$	2,000,000
Owner Procured Sum		\$	14,100,000
CM Fee on Owner Procured	1.50%	\$	211,500
P&P Bonds on Owner Procured	3.50%	\$	493,500
Owner Soft Costs: Design Fees, Expenses, Surveys, Testing, Permits etc	15.29%	\$	10,981,852
Owner Contingency on Owner Procured (Additional Contingency Carried in Equity Rais	0.75%	\$	624,736
Total Project Sum		\$	83,922,902
Total Project Cost		\$	84,000,000

TIDEWATER LANDING
PUBLIC IMPROVEMENTS PRELIMINARY COST OF WORK BUDGET
DATE: 11/15/21

PHASE 1A
TIDEWATER SITE

	Cost
Riverwalk	\$ 3,500,000
Public Parking Lot	\$ 200,000
Total Cost of Work - Phase 1A (TIF Funded)	\$ 3,700,000
Public Plaza North of Stadium - Rebuild RI Funded	\$ 2,700,000
Tidewater Parking Lot & Driveway - Rebuild RI Funded	\$ 1,600,000
Tidewater Site Preparation & Infrastructure - Rebuild RI Funded	\$ 2,950,000
Total Cost of Work - Phase 1A (Rebuild RI Funded)	\$ 7,250,000

PHASE 1B
DIVISION SITE

Division Site Preparation and Infrastructure	\$ 3,300,000
Off-Site Roadway Improvements	\$ 708,000
Riverwalk	\$ 2,350,000
Roadway & Streetscape Improvements	\$ 1,950,000
Utility & Stormwater Improvements	\$ 750,000
Total of Work Division Site - Phase 1B	\$ 9,058,000

TIDEWATER SITE

750 Space Parking Garage - Pre-Cast Concrete (50% Public)	\$ 9,400,000
Pedestrian Bridge	\$ 4,100,000
Taft Street Roadway & Streetscape Improvements	\$ 1,200,000
Private Property Land Acquisition & Relocations	\$ 450,000
Total of Work Tidewater Site - Phase 1B	\$ 15,150,000
Total of Cost of Work - Phase 1B	\$ 24,208,000

Qualifications:

1. This is a budget summary for preliminary use and is subject to detailed design and competitive bidding

TIDEWATER LANDING
PUBLIC IMPROVEMENTS SUMMARY - PHASE 1A
DATE: 11/15/21

SUMMARY OF AREAS:

TIF Funded Items Phase 1A	Percent	Cost
Cost of Work Total		\$ 3,700,000
CM Construction Contingency	3.00%	\$ 111,000
CM General Conditions / General Requirements	4.00%	\$ 148,000
Subtotal		\$ 3,959,000
CM Insurance	0.95%	\$ 37,611
CM Payment & Performance Bond	0.62%	\$ 24,546
Building Permit	1.00%	\$ 37,000
Subtotal		\$ 4,058,156
CM Fee	1.95%	\$ 79,134
Soft Costs (Survey, Engineering, Architectural, Material Testing, Ect..)	8.00%	\$ 324,653
Subtotal		\$ 4,461,943
Fortuitous Development Fee	4.00%	\$ 178,478
Owner Construction Contingency	9.72%	\$ 359,579
Project Total Budget		\$ 5,000,000

Rebuild RI Funded Items - Phase 1A	Percent	Cost
Cost of Work Total		\$ 7,250,000
CM Construction Contingency	3.00%	\$ 217,500
CM General Conditions / General Requirements	4.00%	\$ 290,000
Subtotal		\$ 7,757,500
CM Insurance	0.95%	\$ 73,696
CM Payment & Performance Bond	0.62%	\$ 48,097
Building Permit	1.00%	\$ 72,500
Subtotal		\$ 7,951,793
CM Fee	1.95%	\$ 155,060
Soft Costs (Survey, Engineering, Architectural, Material Testing)	8.00%	\$ 580,000
Project Total Budget		\$ 8,686,853
GMP#1 Ground Improvement Work		\$ 2,311,566
National Grid Premium Work passed on to Tidewater Stadium		\$ 500,000
Total Rebuild Funded Items		\$ 11,498,419

Qualifications:

1. This is a budget summary for preliminary use and is subject to detailed design and competitive bidding

**TIDEWATER LANDING
PUBLIC IMPROVEMENTS SUMMARY - PHASE 1B
DATE: 11/15/21**

SUMMARY OF AREAS:

TIF Funded Items Phase 1B	Percent	Cost
Cost of Work Total		\$ 24,208,000
CM Construction Contingency	3.00%	\$ 726,240
CM General Conditions / General Requirements	4.00%	\$ 968,320
Subtotal		\$ 25,902,560
CM Insurance	0.95%	\$ 246,074
CM Payment & Performance Bond	0.62%	\$ 160,596
Building Permit	1.00%	\$ 242,080
Subtotal		\$ 26,551,310
CM Fee	1.95%	\$ 517,751
Soft Costs (Survey, Engineering, Architectural, Material Testing, Ect..)	6.00%	\$ 1,593,079
Subtotal		\$ 28,662,139
Fortuitous Development Fee	4.00%	\$ 1,146,486
Owner Construction Contingency/Escalation	5.00%	\$ 1,433,725
Project Total Budget		\$ 31,242,350

Qualifications:

1. This is a budget summary for preliminary use and is subject to detailed design and competitive bidding

**TIDEWATER LANDING
PUBLIC IMPROVEMENTS FUNDING SUMMARY
DATE: 11/15/21**

SUMMARY OF AREAS:

TIF Funded Items	Cost
TIF Funded Items Phase 1A	\$ 5,000,000
TIF Funded Items Phase 1B	\$ 31,242,350
Total TIF Funded Items	\$ 36,242,350

Total Available TIF Funds Available	\$ 36,242,350
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RI Rebuild Funded Items	Cost
RI Rebuild Funded Items Phase 1A	\$ 11,498,419
Total RI Rebuild Funded Items	\$ 11,498,419

Total Available RI Rebuild Funds Available	\$ 10,000,000
Developer Funded Portion of Rebuild RI Items	\$ 1,498,419

V.04 Pre-Development Services – Item e

Conceptual Design Renderings and Schematic Design Plans

The schematic design plans and conceptual design renderings are included on the following pages. Also included is a narrative description of the Phase 1A improvements.



Tidewater Stadium Preliminary Site Plan Application Narrative

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Context

This project narrative is for the Stadium component of the Tidewater Landing mixed-use development project, which is the first component of Phase 1 of the broader project. This document is in support of the Preliminary Site Plan Application that is being submitted to the City of Pawtucket Planning Commission for review and approval. The stadium is the anchor component of the broader project and is critical to the ultimate success of the entire development. While the stadium permitting is currently the first to be submitted to the Planning Commission, Fortuitous Partners (Fortuitous) continues to work on progressing the balance of the development.

Over the last two-plus years, Fortuitous has worked closely with the City of Pawtucket (the City) and the State of Rhode Island to create a project that best meets the needs of the City, environment, and economic conditions. At a Planning Commission hearing in January 2021, the Tidewater Landing masterplan was approved, which followed a positive advisory review by the Riverfront Commission. At the same time, a series of zoning ordinance modifications were approved and adopted, creating the Riverfront Tidewater District that is now the underlying zoning for the subject properties.

Fortuitous Partners, the developer of Tidewater Landing, intends to continue having a transparent and collaborative partnership with the City of Pawtucket, State of Rhode Island, and the residents of the surrounding neighborhoods that will ensure the success of this development and positive outcomes for all involved.

As previously presented during the masterplan application process, the Tidewater Landing development meets several of the City's goals and objectives for the area as outlined in the 2016 Pawtucket Comprehensive Plan. As a part of the Pawtucket Downtown Growth Center (PDGC), Tidewater Landing is a critical component of meeting the City's economic development, environmental cleanup, recreational, and cultural objectives. The project will increase the number of jobs and businesses, remediate contaminated property, and bring new cultural institutions to Pawtucket. The masterplan consists of a mix of residential and commercial uses and public spaces that will support an active downtown area and provide creative placemaking opportunities.

Introduction

The complete Tidewater Landing Project Area is comprised of roughly 25 acres located along the Seekonk River, divided into two development sites: the Tidewater site on west side of the Seekonk River and the Division Site on the east side. The Tidewater site is generally bounded by Taft Street to the west, Division Street to the north, the Seekonk River to the east, and Tidewater Street to the south. The Division Site is generally bounded by the Seekonk River to the west, Division Street to the north, Water Street to the east, and Festival Pier to the south.

The project area is located in the City's Redevelopment Area where efforts are continually made to eliminate blight and facilitate redevelopment to revitalize the city and increase job opportunity and tax revenue. This project aligns with those goals and will be an economic catalyst for the Redevelopment Area and will complement the City's other initiatives.

The project is also located within the boundaries of the Rhode Island Coastal Resource Management Council's (CRMC) Urban Coastal Greenway's Special Area Management Plan (UCG) and within a Development Zone. The development of these parcels not only provides an economic opportunity but an

environmental opportunity as well by integrating floodplain redevelopment, stormwater management, public access to the waterfront, increased recreational development on the water, brownfield redevelopment, and habitat restoration.

Together, the development of this project will have a multifaceted transformative impact on Pawtucket.



Tidewater Landing – perspective rendering looking north up Seekonk River

Tidewater Site

The west side of the site ("Tidewater"), which is subject to the application, will anchor the entire project. A new multipurpose stadium with complementary uses is proposed. This unique attraction will become a regional driver of tourism and economic opportunity.

The Tidewater site includes three parcels (see parcel figure below or Page 5). The stadium improvements will be primarily located on the southern two parcels (65/0662 and 54/0826) that are owned by the Narragansett Electric Company (National Grid). An administrative subdivision of two National Grid parcels will modify the parcel boundaries. A reconfigured parcel 58/0826, comprised of approximately 8.5 acres, will be leased to Fortuitous Partners for the new stadium along with surface parking south of the stadium and a public plaza north of the stadium. The reconfigured parcel 65/0662 is approximately 3.30 acres and will be retained by National Grid. This portion of the parcel is not part of the Fortuitous Site Plan Application. National Grid has previously permitted the improvements on parcel 65/0662 substantially similar to how those improvements are depicted on the site plans. National Grid does intend to construct the improvements east of the stadium as part of its ongoing remediation of the site.

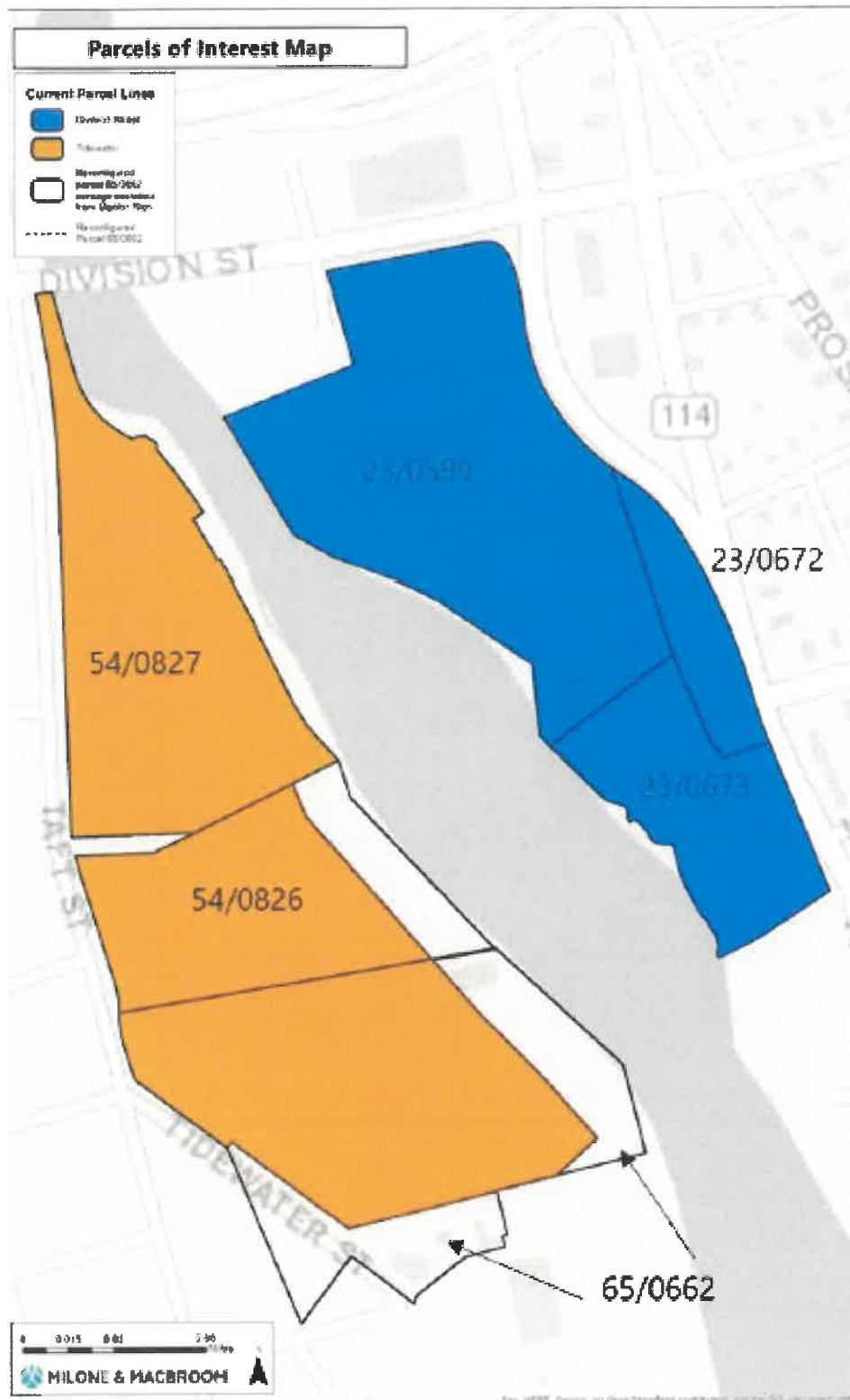
To the north of the stadium site, the City of Pawtucket owns a parcel (54/0827) that is proposed to be a mixed-use building, including a parking garage, multifamily apartments, and ground floor retail. A portion of the plaza space, stairs, and ramp to the Riverwalk is also located on the City-owned parcel. As part of this site plan application, the Riverwalk along the river is also shown and will be constructed during the stadium improvements.

The following is a table summarizing the details of these three parcels:

Tidewater Site Parcels

Plat & Lot	Owner	Description	Address	Existing Zoning	Acreage
Tidewater Site					
54/0827	City of Pawtucket	Tidewater – North Side	Taft Street	RD1	5.35
54/0826 ¹	The Narragansett Electric Company	Tidewater – Stadium Site	Taft Street	RD1	8.50
65/0662 ^{1,2}	The Narragansett Electric Company	Tidewater – Stadium Site	200 Taft Street	RD1	0.00
<i>Subtotal Tidewater Site</i>					13.85

1. Parcel areas reflect proposed reconfigured parcel areas.
2. Reconfigured parcel 65/0662 acreage (3.3 acres) is excluded from this application.



Parcel Map illustrating project parcels

The Stadium

The stadium will be designed to accommodate the specific requirements for a United Soccer League Championship (USL) soccer club and will be the home of Rhode Island's new USL Championship franchise. The stadium field will be designed to accommodate other sports, such as lacrosse, football, field hockey, and rugby to host additional sporting events. The venue is also anticipated to host concerts and other non-sports events. The initial stadium construction will include approximately 11,000 seats with plans to scale up to 15,000 seats as demand supports expansion.

A synthetic turf field will be positioned in the preferred north-south orientation, and most of the seats located on the west side of the stadium will have desirable river views away from the setting sun. The design has been oriented to optimize views both into and out of the stadium. The stadium will have various plaza spaces with superior views of the river, bridges, and downtown and will be able to accommodate a variety of functions on non-game days such as civic groups, wedding receptions, and parties. A surface parking lot will be constructed on the south end of the site to serve these uses.

By designing multifunctionality into the site, the project provides a dynamic location that can be adapted based on market demand, ensuring that it will remain an active and thriving space throughout its lifetime. The activity generated by the stadium will also feed other development for the Tidewater site and across the river.



Riverside Terrace on east side of stadium



Public plaza between stadium and mixed-use building

North of the stadium on land owned by the City, Fortuitous has executed a long-term ground lease with the City. Fortuitous intends to build a mixed-use building with multifamily apartments, restaurant and retail space, and a parking garage to support the building uses and some of the event traffic. This building will be included in a future Site Plan Application to the Planning Commission.



Public Riverwalk outside of stadium

A large event plaza (pictured above) between the stadium and the mixed-use building is anticipated to be open to the public and be utilized for outdoor events such as art festivals, food festivals, farmers markets, and other public uses. This plaza is part of this Site Plan Application and will be built as part of the stadium project.

Along the river's edge, a corridor ranging from 50 to 75 feet wide will remain to

allow for a beautifully articulated Riverwalk. The riverfront will become accessible and enticing to visitors with new walkways, plazas, boardwalks, and park space. The Riverwalk aligns with the goals, objectives, and policies set forth in the Pawtucket Comprehensive Plan by increasing the amount of available public recreation areas and creating walking and biking links on the riverfront.

The Riverwalk construction complements the City's improvement projects on the waterfront. The existing town landing site on the north side of the property is scheduled to be reconstructed separately in 2021; the existing boat launch will be reconstructed; and the bulkhead along the waterfront will be rebuilt. Additionally, the town landing park will remain and will be improved as part of the Riverwalk enhancements. Together, these improvements create a cohesive riverfront recreational area that will connect to the Division Site.

Environmental Features

Soil Remediation

The Tidewater Site was once the location of a manufactured gas plant (MGP). As a result of the operation of that facility, the soil and groundwater has been contaminated with many of the compounds common to MGP sites, including coal tar, oils, metals, etc. The site has been extensively studied for many years and National Grid and its consultant have developed plans to remediate the site. Fortuitous Partners is working with National Grid to work within the Remedial Action Plan (RAP) that was previously prepared and approved by the Rhode Island Department of Environmental Management (RIDEM).

The remaining development parcels are known to have varying levels of contamination from historic placement of urban fill. In partnership with the City of Pawtucket, Fortuitous is finalizing investigations that were funded as part of a Brownfield Redevelopment grant from RIDEM to further document the extent of impacts, plan for required remediation and prepare and permit a RAP for the sites.

The remediation of these sites will contribute to the City's economic development objective in its Comprehensive Plan to cleanup 10 acres of land by 2026.

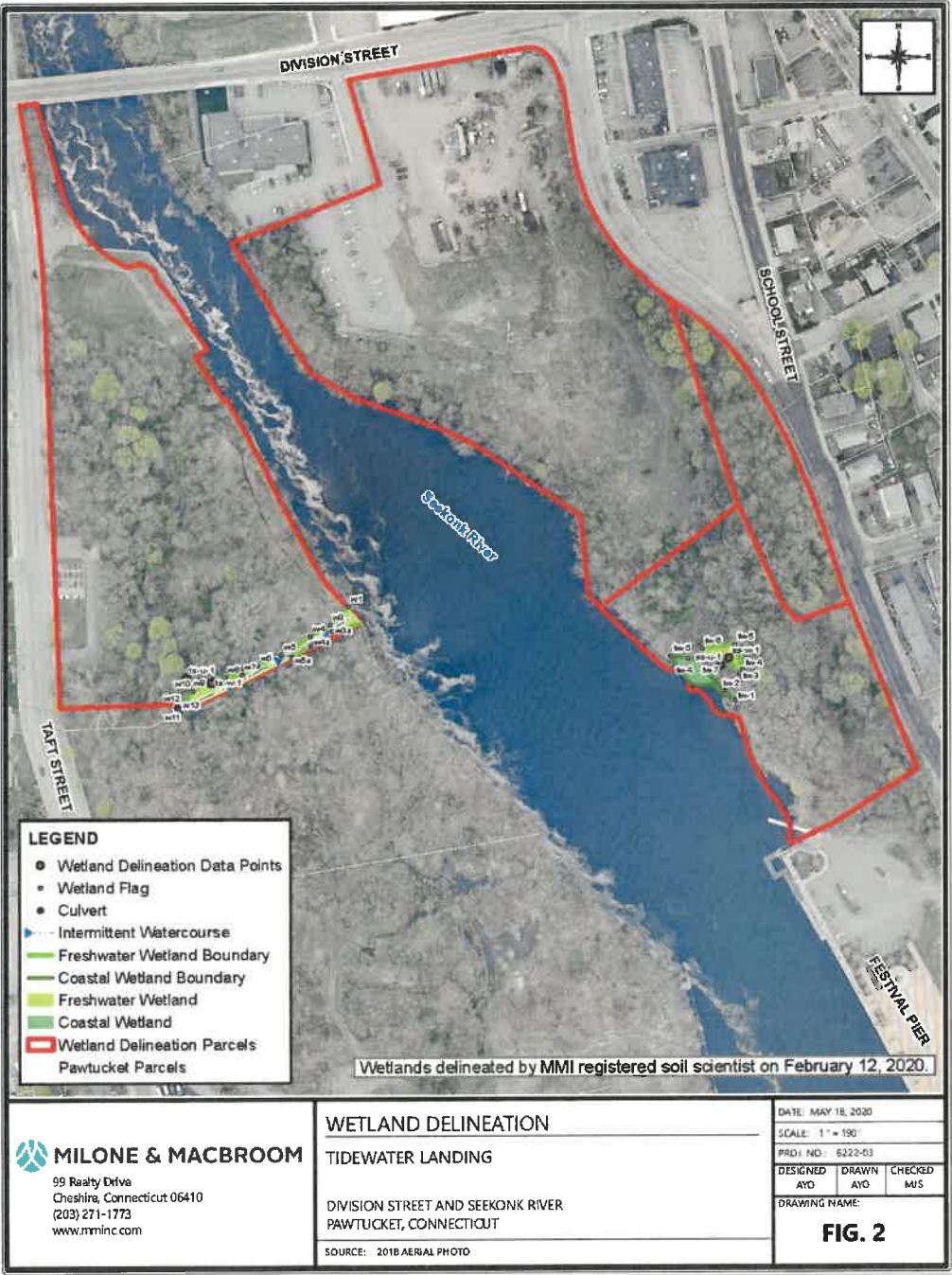
Wetlands

Environmental scientists from SLR International Corporation visited the site to delineate and evaluate existing wetlands on the Tidewater Site. A seasonal seep/intermittent watercourse discharges from a 36-inch-diameter reinforced concrete pipe (RCP) at the base of the steep slope in the center of the site and flows east to the Seekonk River. The channel is paved with bituminous concrete throughout much of its length. A small palustrine emergent wetland, dominated by invasive Japanese knotweed and underlain by disturbed soils containing fragments of pavement debris (i.e., millings) exists along the north bank of the watercourse, adjacent to the stormwater outfall. This wetland system provides few wetland functions and values other than stormwater conveyance to the river. The partially paved nature of the channel prevents significant stormwater infiltration and toxicant or nutrient retention prior to discharging into the river. The dense, non-native vegetation atop disturbed soils within this wetland do not provide significant value as wildlife habitat.

Converting this intermittent watercourse into a closed, piped stormwater system discharging to the Seekonk River is not anticipated to result in significant diminishment of freshwater wetland function and values on the site due to the levels of past human disturbance. A hydrodynamic separator will be installed on the existing drainage pipe to better treat stormwater prior to discharge to the river. This will result in enhanced water quality treatment to the existing system.

Due to the contamination in this wetland system, it will be remediated and filled. The remediation will not only remove the pollutants in the soil and the non-native plants, but it will also enhance the riverbank. Revegetation adjacent to the Seekonk River will be completed in accordance with the Coastal Buffer Zone

Planting Guide (RI Coastal Resources Management Council, 2008) and will restore and enhance the functional value of the buffer zone to provide pollutant attenuation, flood flow attenuation, bank stability, erosion control, wildlife habitat, and aesthetic enhancement. The filling of this wetland will be permitted through the CRMC freshwater wetlands staff as part of the Assent Permit.

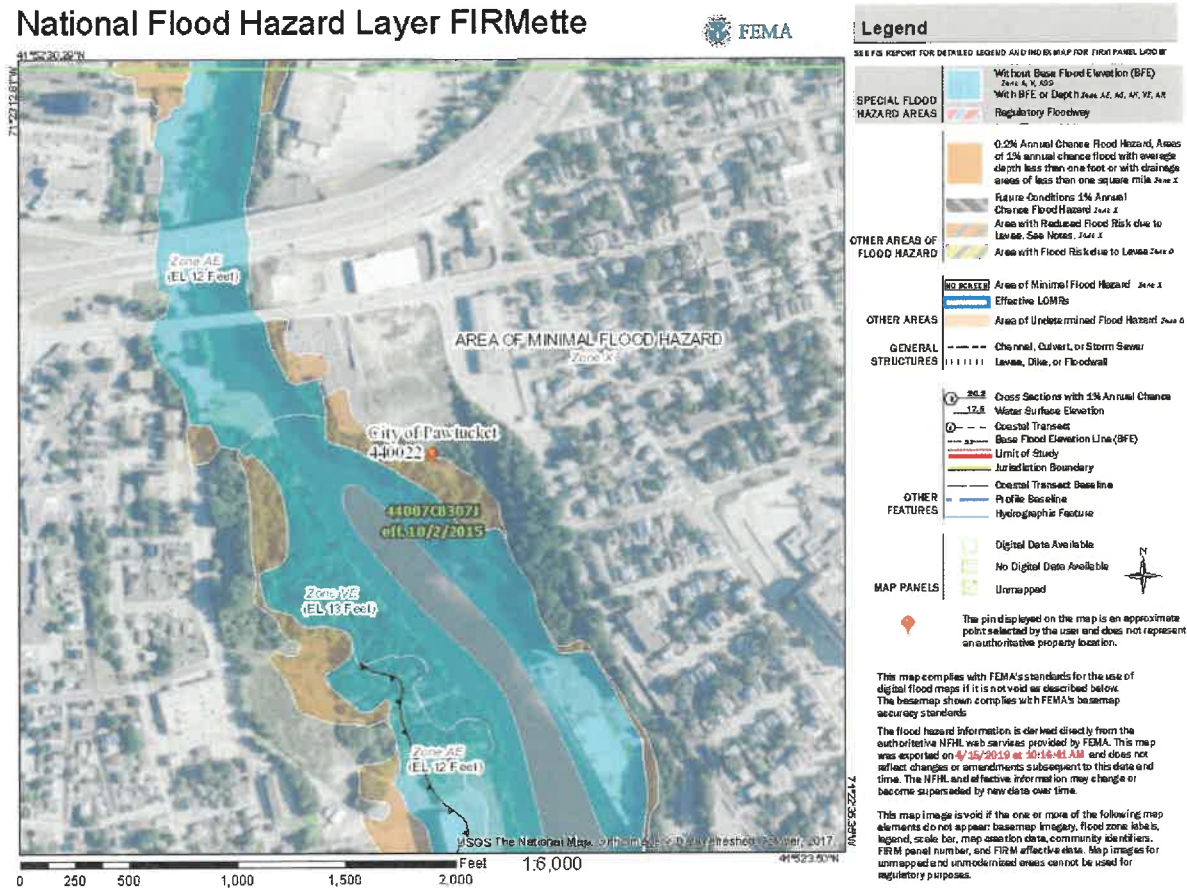


Flooding

Being a waterfront project, flooding was also taken into consideration to improve the development's resiliency to hazards. A documented Federal Emergency Management Agency (FEMA) AE floodplain and V-Zone area are located on the site (see map below). Buildings near the flood zones will be raised above the estimated V-Zone inundation level to reduce potential damage.

Fortuitous will work with FEMA as required to modify the extent of the floodplain after improvements, including riverbank stabilization and raising the site to enhance the coastal resilience of the subject property.

National Flood Hazard Layer FIRMette



Coastal Zone

Much of this project is within the 200-foot buffer zone of the Seekonk River, which is regulated by CRMC. Fortuitous submitted a Preliminary Determination (PD) application to CRMC in February 2021, and received a response in May 2021. Fortuitous and its consultants have been working closely with CRMC since receipt of the PD on coordination for the stadium component of the project. Fortuitous will be submitting an Assent Application for the work in this buffer zone, utilizing UCG regulations. CRMC will be taking jurisdiction on the RIPDES permit as part of its Assent application. This includes review for stormwater compliance with DEM standards.

The project takes advantage of several opportunities to improve the riverfront and water quality. The development will include measures to reduce erosion by taking advantage of the existing topography and restoring wetland habitat. In the stormwater measures discussed later, care is taken to divert water from impervious surfaces and improve stormwater quality before it is discharged into the river.

Stormwater

Fortuitous engaged DiPrete Engineering to design the stormwater system to meet the requirements of the Rhode Island Stormwater Design and Installation Standards Manual (RISDISM). The design takes into account low-impact development, water infiltration, and water quality among other standards to meet and exceed the requirements of the 11 Minimum Standards. A detailed Stormwater Management Report and Stormwater Operations and Maintenance Plans are included as part of this application.

Other Utilities

Power and Gas

Fortuitous and its consultants have coordinated the electric service for the stadium with National Grid. Fortuitous will sign a service proposal for new service to be extended off of Taft Street to a new transformer located at the southwest corner of the stadium. National Grid also provides natural gas service to this area and has adequate capacity to provide service to the stadium, if needed.

Water Supply

The sites fall within the service area of the Pawtucket Water Supply Board (PWSB). Fortuitous has received conceptual approval to connect the stadium to the existing water supply, which has sufficient water supply pressure and flow to support the domestic and fire water needs. A water service application has been submitted to the PWSB and is anticipated to be approved shortly.

Sewer

The Narragansett Bay Commission (NBC) provides sewer service to Pawtucket through a series of collector sewer mains in and around the site. These collector mains ultimately feed to the Bucklin Point wastewater treatment facility in East Providence. On the Tidewater Site, the sewer collection system flows northerly on Taft Street and ultimately toward Spencer Street. Fortuitous received feasibility approval from NBC regarding its ability to provide capacity to support the development. A Sewer Connection Permit Application is currently being prepared and will be submitted.

In addition to the sewer service, this area is located in the area of Phase 3 of the NBC Combined Sewer Overflow (CSO) project. A combined system is where both sanitary sewer and storm drainage are conveyed in one pipe. The capacity of these systems becomes overloaded during rainfall events and at times, the sewer overflows directly to the Seekonk River. NBC is in the midst of the design of the new CSO overflow piping that will redirect piping to a large tunnel system designed to store the high-level flows to reduce the frequency of discharge to the river. Several of these new overflow systems will be installed on subject sites. The City, NBC, and Fortuitous have been in close coordination on the planning and design for the projects. Construction of this phase of the CSO project is tentatively scheduled to begin at the end of 2021 and will be completed in advance of the stadium's completion and opening.

Parking and Traffic

Fortuitous engaged SLR International Corporation to study the traffic and parking for the project. A Traffic Study, Shared Parking Study, and Parking Management Plan have been submitted as part of this application.

Zoning

The Planning Commission, Redevelopment Agency, and City Council adopted the Tidewater Riverfront District zoning ordinance in January 2021.

The Riverfront Tidewater district encourages a cohesive mixed-use development of vacant parcels in proximity to the Blackstone and Seekonk Rivers that provides high-quality amenities for both residents and visitors; contributes to positive economic development; improves multimodal connections to downtown Pawtucket; and enhances public access to and viewsheds of the riverfront area.

With this zoning ordinance in place, Tidewater Stadium is believed to be in compliance with all dimensional criteria, uses, and other areas of the City of Pawtucket Zoning requirements. The Site Plan application set includes a zoning data table indicating how the stadium complies with the dimensional zoning criteria.

Schedule

The stadium component of Phase 1 of Tidewater Landing is anticipated to be the first construction project. The remainder of Phase 1 is anticipated to follow behind in parallel to the stadium with a lag of approximately 6 months.

Fortuitous recently hired Dimeo Construction to serve as the construction manager for the stadium project. A detailed construction schedule for the stadium is included as an appendix to this narrative. The project is tentatively scheduled to begin construction this fall and to be completed by March 2023, in time for the professional soccer team's inaugural season.

Conclusion

After working closely with the City, Fortuitous is confident that the plan outlined here meets the Site Plan and Zoning requirements of the City of Pawtucket. Furthermore, the project meets the goals and expectations of Pawtucket's vision for this critical development area of the City. It incorporates many of the goals and objectives laid out in the City's Comprehensive Plan, including the following:

- Economic development through site remediation, job and business growth, and housing unit production
- Recreation expansion by providing increased access to the Seekonk River, new public spaces, and active recreational opportunities
- Natural resource protection by alleviating sources of water pollution to improve ground and surface water quality and restoring wetlands
- Pedestrian safety through the improvement of streetscapes and roadway function as well as the development of new pedestrian pathways
- Roadway travel by improvements to the visibility and accessibility of downtown parking facilities and to roadway configuration

In collaboration with the City, Fortuitous has created a plan that holistically improves the area and reclaims these long-neglected parcels for the City's benefit. Tidewater Landing will be a catalyst for the reinvigoration of and the reinvestment in Pawtucket.

TAFT STREET
PAWTUCKET, RHODE ISLAND

1





ODELL

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Charlottesville, VA 22901
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CHARLOTTE, NC ROANOKE, VA

CONSULTANT

SLR
SLOAN L. RICHARDS
ARCHITECTS
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SUITE 200
CHARLOTTE, NC 28202
(704) 375-1000
www.slr.com

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**TIDEWATER
STADIUM**

Project: Phase 1/2/3

FORTUITOUS
PARTNERS

NOT TO SCALE

NO.	DATE	DESCRIPTION
1	06/21/21	ISSUED FOR PERMITTING
2	06/21/21	ISSUED FOR PERMITTING
3	06/21/21	ISSUED FOR PERMITTING
4	06/21/21	ISSUED FOR PERMITTING

PROJECT NO. 14221-0001

DATE 06/21/21

DESIGNER

JOE CARTER

CHECKED BY

DATE

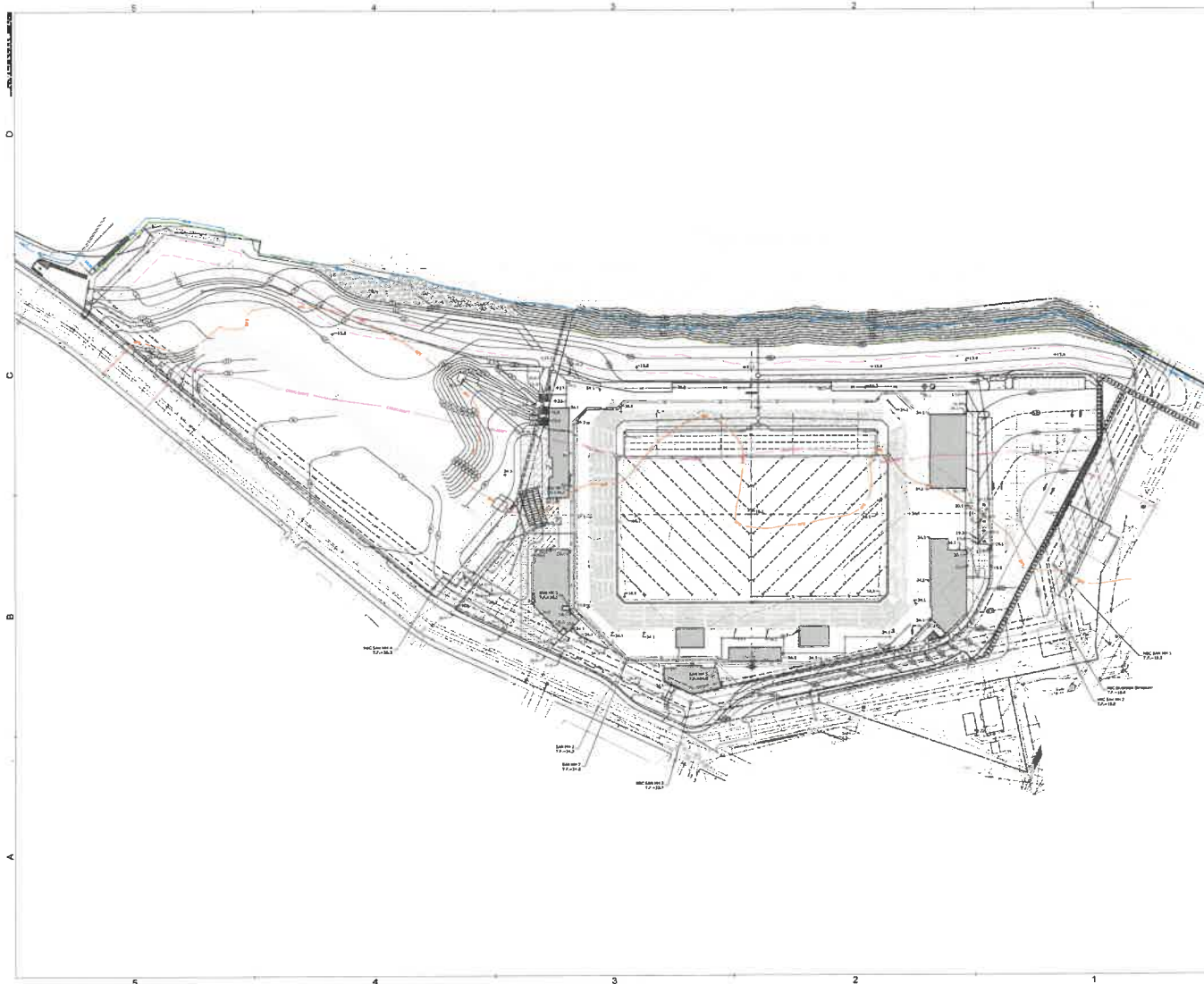
SHEET TITLE

CONSTRUCTION

LOGISTICS PLAN

DATE 06/21/21

C102

**MODEL**

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Charlotte, NC 28201
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TIDEWATER
STADIUM

Presumably, Rhode Island

**FORTUITOUS
PARTNERS**



REVISION	DATE	DESCRIPTION
		ADDENDUM TO SPECIFICATION
		REVISION 1: REVISION 1: REVISION 1
REVISION	DATE	DESCRIPTION

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910

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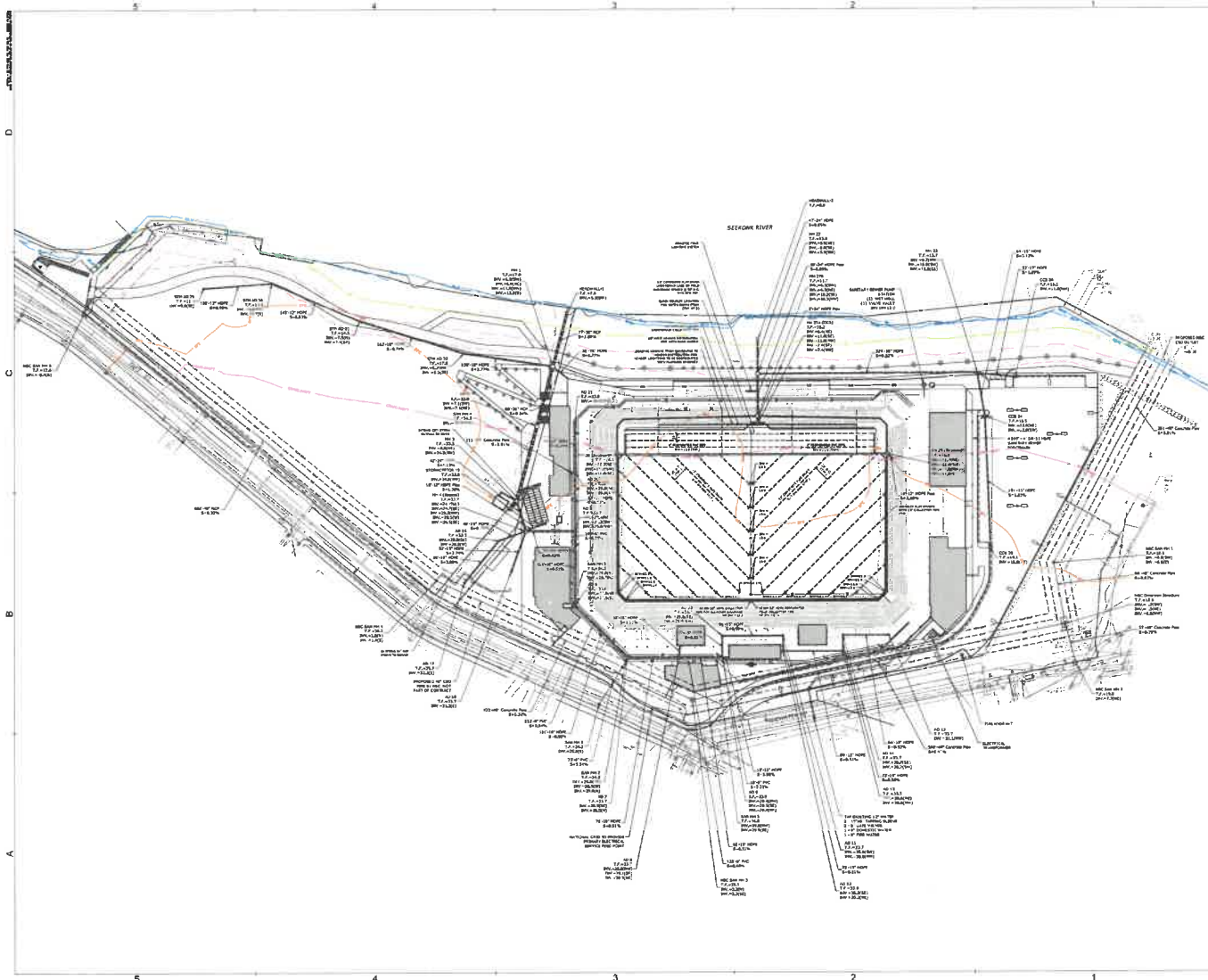
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1. **CRIMINAL**

GRADING PLAN

SWEET POTATOE

C104



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CHARLOTTE, NC ROWLAND, VA

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Atlanta, GA 30328
(404) 525-1000
www.slr.com

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TIDEWATER STADIUM

Prestonfield, Prince Island

FORTUITOUS PARTNERS

DATE	DESCRIPTION
08/11/11	ISSUED FOR PERMITTING
08/11/11	ISSUED FOR PERMITTING
08/11/11	ISSUED FOR PERMITTING
08/11/11	ISSUED FOR PERMITTING
08/11/11	ISSUED FOR PERMITTING

PROJECT NO. VETS 0001
P.C. 1000
P.A. 1000
COORDINATOR JAH
DESIGNED BY JAH
CHECKED BY BLD

UTILITY PLAN

SHEET NUMBER
C105



212 S. Tryon Street, Suite 680
Charlotte, NC 28281
(T) 704-414-1000 (F) 704-414-1111
www.s-oil.com

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TIDEWATER
STADIUM

Probyctial, Rhode Island

FORTUITOUS PARTNERS

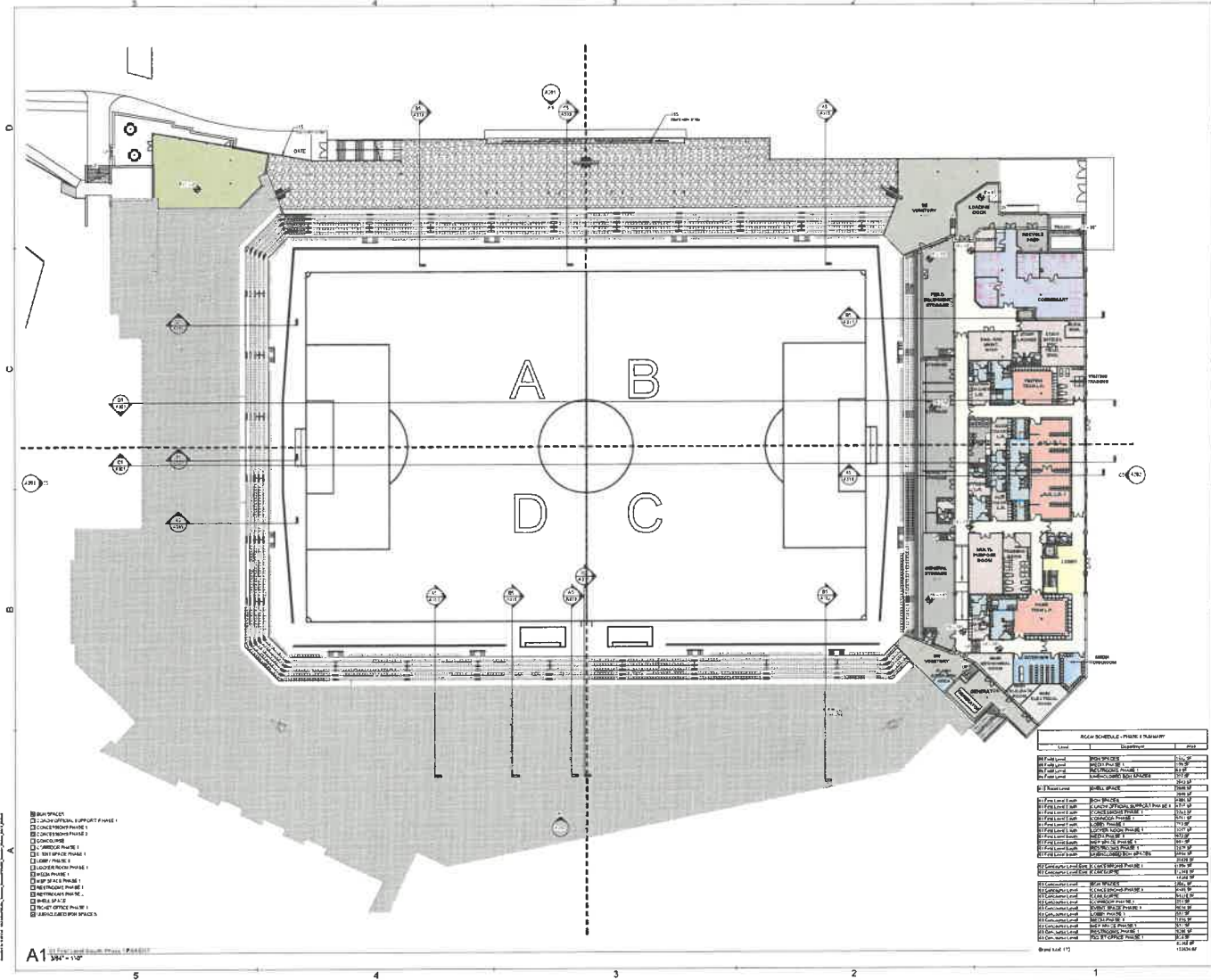


PERSONNEL	DATE	DESCRIPTION
ADDRESS OF HOUSING		
INVEST	REMARKS	EXAMINATION
NAME	DATE	DESCRIPTION
FULL USE / REMARKS		

PROJECT NO	4153-BB2
PIT	IN. VIGGOLIEN
P. MOG	LA. GRIFFIN & J. BLANK
P. MOCH	J. BLANK
LEADER BY	A. HERSCHE & R. CHAPMAN
JOB CAPTAIN	J. GARD
DRIVER BY	"
CHIEF BY	"

OVERALL FIRST
LEVEL PLAN -
PHASE 1

A101



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TIDEWATER STADIUM
Fayetteville, North Carolina

FORTUITOUS PARTNERS

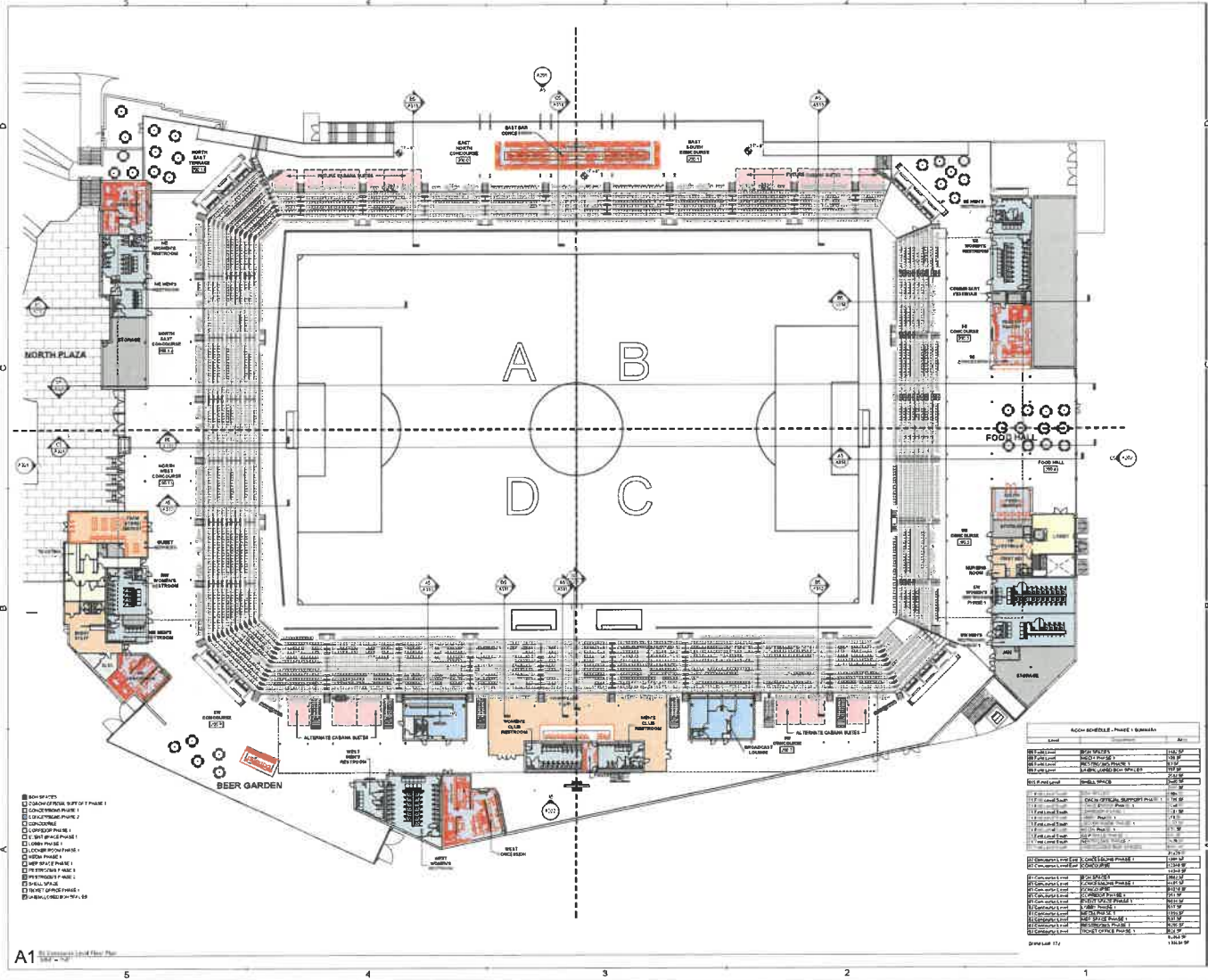


NAME	DATE	DESCRIPTION

PROJECT NO.	075-NC
DATE	08/08/2011
DESIGNER	J. BLANK
CHECKER	J. BLANK
DATE	08/08/2011
PROJECT NAME	TIDEWATER STADIUM
PROJECT LOCATION	FAYETTEVILLE, NC
PROJECT OWNER	FORTUITOUS PARTNERS
PROJECT ARCHITECT	OD ELL, INC.

OVERALL CONCOURSE LEVEL PLAN - PHASE 1

A102



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**TIDEWATER
STADIUM**
Providence, Rhode Island

**FORTUITOUS
PARTNERS**

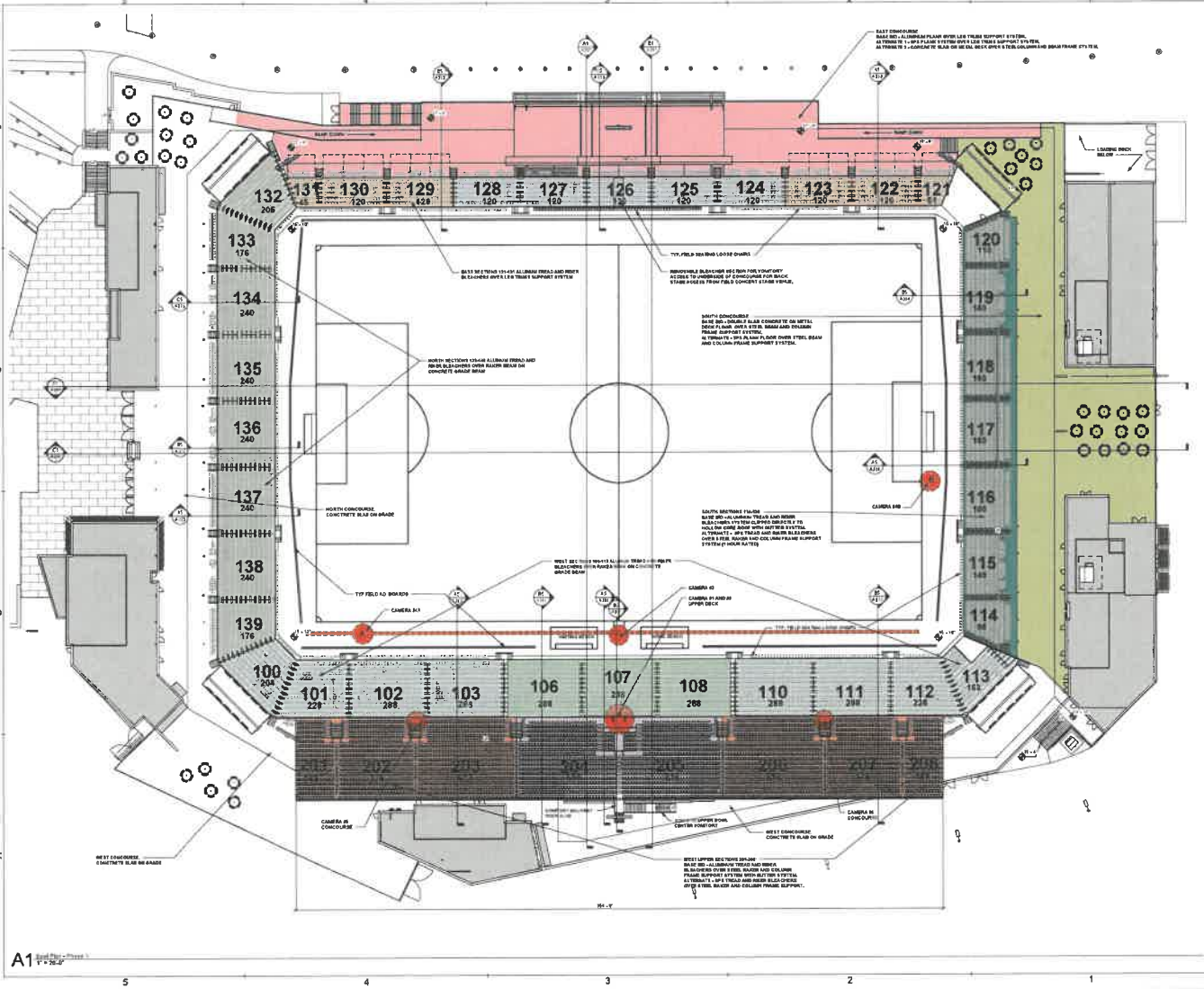


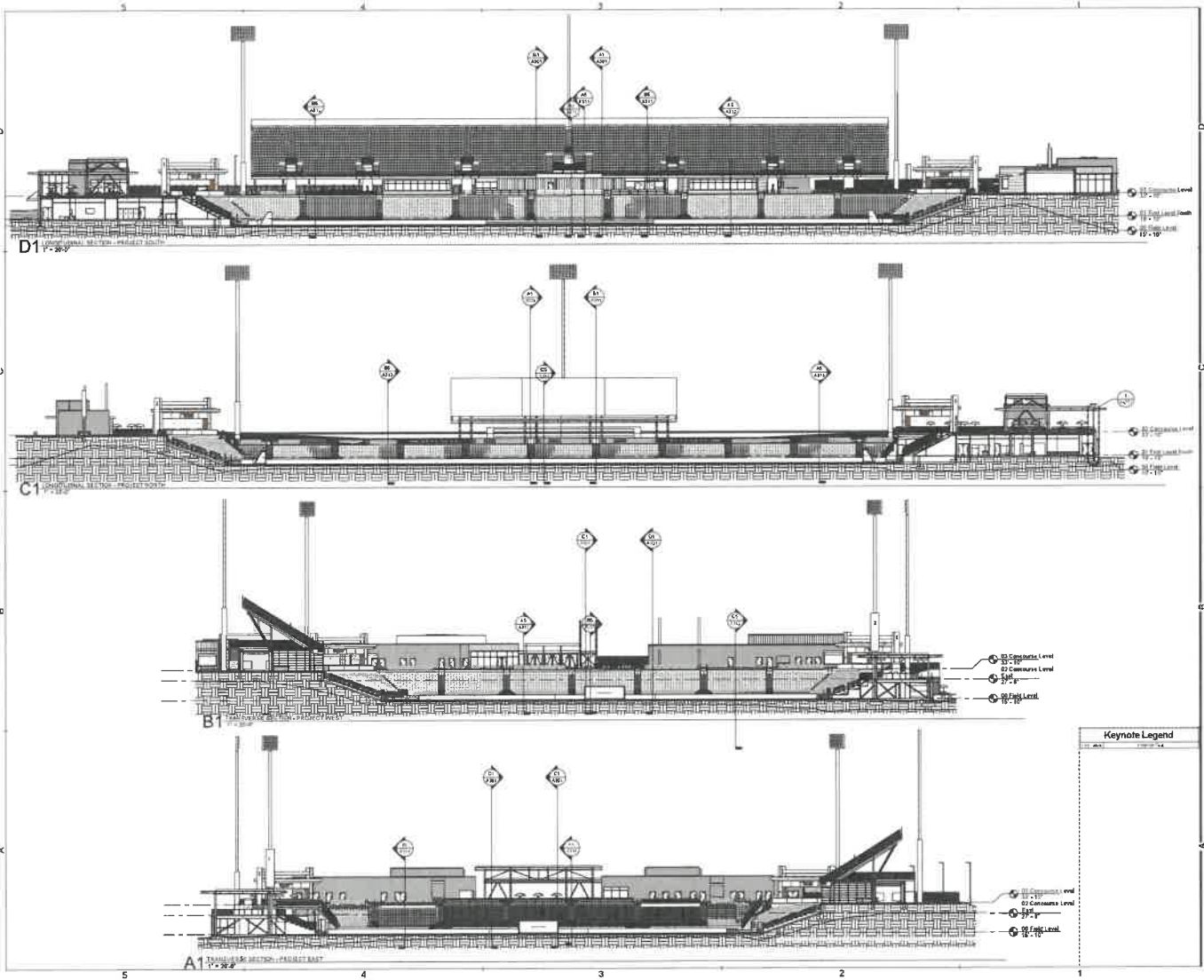
NO.	DATE	DESCRIPTION
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2	01/11/11	ISSUED FOR PERMIT
3	01/11/11	ISSUED FOR PERMIT

PROJECT NO.	010480
PIC	W. VORHEISE
PAUSE	S. GATTELLI, JR.
DESIGN BY	A. HENDEL & S. CHEN
DESIGNED BY	A. HENDEL
CHECKED BY	W. VORHEISE

**OVERALL BOWL
PLAN - PHASE 1**

SHEET NO. 010480
A111





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 Charlotte, NC 28201
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CHARLOTTE, NC
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TIDEWATER STADIUM
 Pawcatuck, Rhode Island

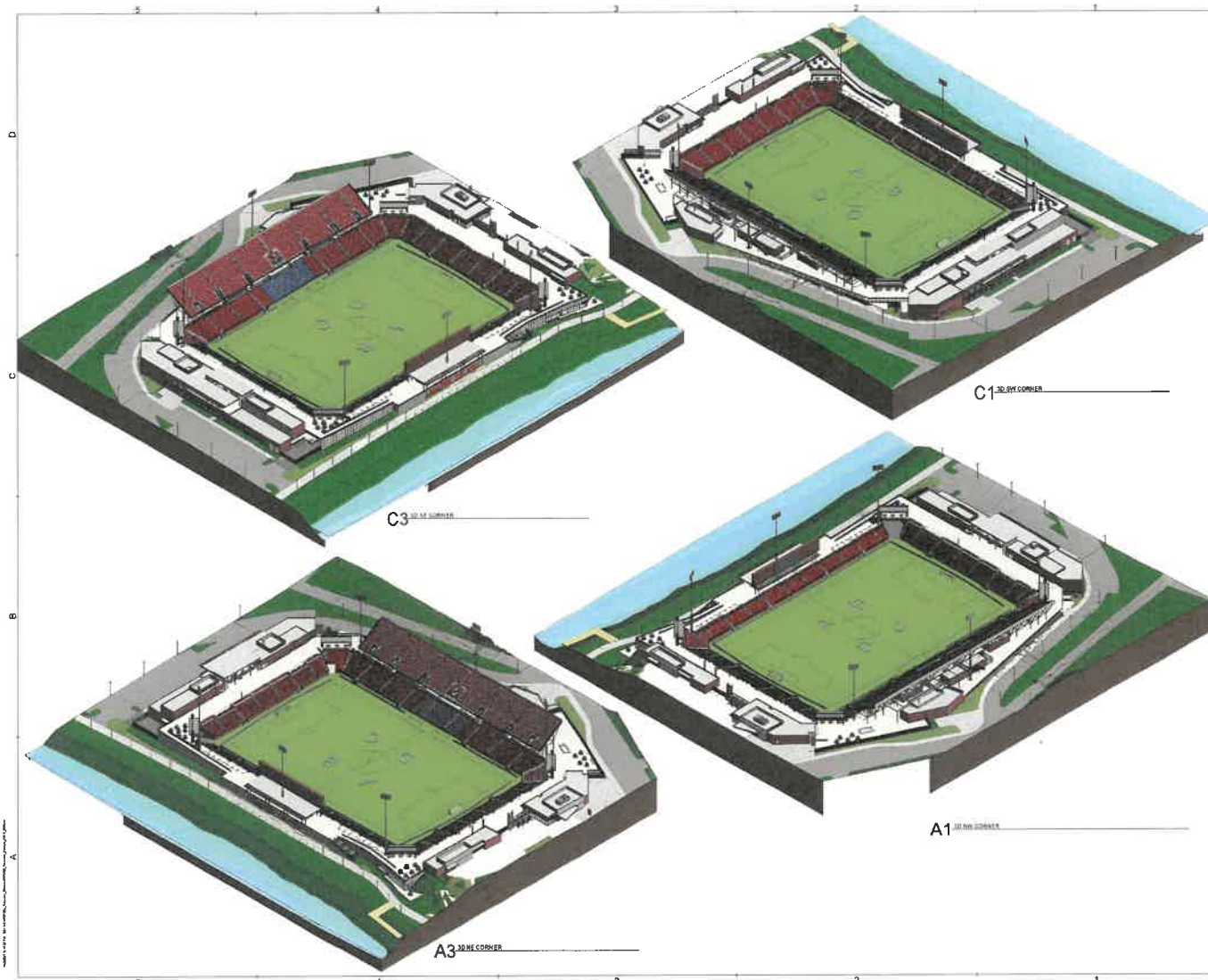
FORTUITOUS PARTNERS

REVISION	DATE	DESCRIPTION
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2	02/10/14	ISSUED FOR CONSTRUCTION

PROJECT NO: A1546C
 P.E.C. M. WOODLAW
 P.A.C. J. GURTE & L. BUR
 DESIGN BY: J. BURTON
 ARCHITECT: ODELL ARCHITECTS
 DRAWN BY: J. BURTON
 CHECKED BY: J. BURTON

SHEET TITLE
OVERALL BUILDING SECTIONS - PHASE 1
1

SHEET NUMBER
A301



ODELL

212 S. Tyne Street, Suite 800
Chapeake, VA 23061
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CHARTER, VA BOWDOEN, VA
CONSULTANT

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**TIDEWATER
STADIUM**
Fenwick, Shreve Island

**FORTUITOUS
PARTNERS**

REVISION	DATE	BY	CHKD
1	10/11/11	JLH	JLH

PROJECT NO.	11-01-001
FILE	11-01-001
DATE	10/11/11
DESIGNED BY	JLH
CHECKED BY	JLH

3D PERSPECTIVES
AND RENDERINGS

A901

Tidewater Landing – Preliminary Site Plan Application

Application Exhibit

Key	Location	Owner		Plat	Lot	Zoning District	Dimensions of Lot			Current Use/ Amount of Impervious Area	Proposed use of premise (include size of building or addition) and Amount of Impervious Area:
		Name	Mailing Address				Frontage	Depth	Sq Footage		
1	Taft Street, Pawtucket, RI	City of Pawtucket	137 Roosevelt Avenue, Pawtucket, RI 02860	54	827	RTW			233,046 (5.35 ac)	Undeveloped - public recreation	Parking and mixed-use building, 73% impervious
2	Taft Street, Pawtucket, RI	Narragansett Electric Co.	40 Sylvan Road, Waltham, MA 02451	54	826	RTW	281	622	370,400* (8.50 ac)	Undeveloped - vacant	Soccer Stadium and supporting uses, 46% impervious
3	200 Taft Street, Pawtucket, RI	Narragansett Electric Co.	40 Sylvan Road, Waltham, MA 02451	65	662	RTW	80	622	143,615* (3.30 ac)	Warehouse, 1,225 sq ft impervious	Soccer Stadium and supporting uses, 58% impervious
4	School Street, Pawtucket, RI	City of Pawtucket	137 Roosevelt Avenue, Pawtucket, RI 02860	23	673	RTW	277		109,575 (2.52 ac)	Undeveloped - vacant	Riverwalk, 13% impervious
5	School Street, Pawtucket, RI	City of Pawtucket	137 Roosevelt Avenue, Pawtucket, RI 02860	23	672	RTW	555		44,879 (1.03 ac)	Undeveloped - vacant	Mixed-use commercial, restaurant, office, 71% impervious
6	45 Division Street, Pawtucket, RI	City of Pawtucket	137 Roosevelt Avenue, Pawtucket, RI 02860	23	599	RTW	747		325,047 (7.46 ac)	Undeveloped - vacant, 27% impervious	Mixed-use commercial, restaurant, office, 81% impervious

* Part of these parcels. Acreage reflects the leased premises following subdivision.

**See narrative and plan drawings for additional detail on all parcels.

THE RIOVIEW GROUP LLC C/O JULIA
WESTCOTT CPA
730 KINGSTOWN RD, STE B-2
WAKEFIELD, RI 02879

ECHAVARRIA OFELIA D
156 SCHOOL ST
PAWTUCKET, RI 02860

PEDRO EDD TRUSTEE & JOSEPH JR EDD J
PEDRO TRUST
12 MEADOW ST
PAWTUCKET, RI 02860

CARDOSA JULIO M RIHMFC & RIHMFC
15 POND ST
PAWTUCKET, RI 02860

RAMCHANDRAN AJAY & PADMAJA APARNA
9 POND ST
PAWTUCKET, RI 02860

DOSREIS JOAO ANA & JULIA
3 ERIC BERKLEY DR
BERKLEY, MA 02770

COUMBASSA BAH & BATHILY YE
14 WOODLAND ST
PAWTUCKET, RI 02860

BAYVIEW CONDOS - SCHOOL ST
206-228 SCHOOL ST
PAWTUCKET, RI 02860

THE RIOVIEW GROUP LLC C/O JULIA
WESTCOTT CPA
730 KINGSTOWN RD, SUITE B-2
WAKEFIELD, RI 02879

NICO CRYSTAL & GONCALVES DAVID 184
SCHOOL ST
PAWTUCKET, RI 02860

STATE OF RI - DEPT OF TRANSPORTATION
2 CAPITOL HILL RM 317
PROVIDENCE, RI 02903

MTA REALTY AND INVESTMENTS LLC
50 DIVISION ST
PAWTUCKET, RI 02860

123 SCHOOL ST CONDOS PAWTUCKET
BUSINESS ASSOCIATES
123 SCHOOL ST
PAWTUCKET, RI 02860

CLUBE SOCIAL PORTUGUES INC
174 PORTUGUESE SOCIAL CLUB WAY
PAWTUCKET, RI 02860

DIVISION WATER ASSOC REALTY LLC
27 CIRCLE DR
RIVERSIDE, RI 02915

STATE OF RI-PROVIDENCE PLANTATIONS
ROUTE 95
FREEWAY
PAWTUCKET, RI 02860

KOZLOWSKI JACEK
12 VICTORIA DR
SMITHFIELD, RI 02917

GREENE FELIX N & HENRIETTA K
146 SCHOOL ST
PAWTUCKET, RI 02860

DACRUZ ERIKA S
12 POND ST
PAWTUCKET, RI 02860

HINEY THOMAS E & LENA T
11 MEADOW ST
PAWTUCKET, RI 02860

SMALLWOOD ALLAN
5 MEADOW ST
PAWTUCKET, RI 02860

FELEY PAUL A
6 POND ST
PAWTUCKET, RI 02860

LOMBA MARIA & JASON R & CHRISTOPHER R
89 PROSPECT ST
PAWTUCKET, RI 02860

MADOFF STEVEN
172 SCHOOL ST
PAWTUCKET, RI 02860

VEGA ARTURO & GRANADOS BEATRIZ 1
80 SCHOOL ST
PAWTUCKET, RI 02860

LAROSE JOANN
16 POND ST
PAWTUCKET, RI 02860

250/3226 APARTMENTS LLC
558 SMITHFIELD AVE
PAWTUCKET, RI 02860

CITY OF PAWTUCKET BOAT LAUNCH
SCHOOL ST
PAWTUCKET, RI 02860

BRISSETTE STEPHEN R
14 SPENCER ST
PAWTUCKET, RI 02860

LOPEZ NELSON
11 SPENCER ST
PAWTUCKET, RI 02860

BLACKSTONE VALLEY CHARTER SCHOOL
334 PLEASANT ST
PAWTUCKET, RI 02860

CITY OF PAWTUCKET VACANT LAND
TAFT ST
PAWTUCKET, RI 02860

LIMA LEVON D
16 SPENCER ST
PAWTUCKET, RI 02860

STATE OF RI-PROVIDENCE PLANTATIONS
TAFT ST
PAWTUCKET, RI 02860

STATE OF RI-PROVIDENCE PLANTATIONS
TAFT ST
PAWTUCKET, RI 02860

CITY OF PAWTUCKET VACANT LAND
PLEASANT ST
PAWTUCKET, RI 02860

SACHS STEPHANIE L
10 WINTER ST
PAWTUCKET, RI 02860

The International Charter
School Corp. 20 WINTER ST
PAWTUCKET, RI 02860

RODRIGUES MARK & LAURIE
1809 OLD LOUISQUISSET PIKE
LINCOLN, RI 02865

RODRIGUES MARK & LAURIE
1809 OLD LOUISQUISSET PIKE
LINCOLN, RI 02865

SOUSA DAVID B & SERGIO E & SCOTTIE A
9 WINTER ST
PAWTUCKET, RI 02860

THE INTERNATIONAL CHARTER SCHOOL
CORP
334 PLEASANT ST
PAWTUCKET, RI 02860

OLIVEIRA ROGER
15 WINTER ST
PAWTUCKET, RI 02860

PEREIRA JOSEPH L
296 BEVERAGE HILL AVE
PAWTUCKET, RI 02861

FERMAR ASSOCIATES
558 SMITHFIELD AVE
PAWTUCKET, RI 02860

MERCADO MICHELLEL & BARBOSA JOHN
250 TAFT ST
PAWTUCKET, RI 02860

SMITH GREGORY W
P O BOX 3290
PAWTUCKET, RI 02861

PEASLEE JEFFREY
9 THORNTON ST
PAWTUCKET, RI 02860

PEASLEE JEFFREY
9 THORNTON ST
PAWTUCKET, RI 02860

NORTON EDMOND J JR
256 TAFT ST
PAWTUCKET, RI 02860

DELGADO PATRICIA S
260 TAFT ST
PAWTUCKET, RI 02860

DEPINA ANGELA
1032 MAIN ST
PAWTUCKET, RI 02860

TREMBLAY ROBERT & BARBARA
235 TAFT ST
PAWTUCKET, RI 02860

PARENTEAU ANDREW N
66 DRYDEN AVE
PAWTUCKET, RI 02860

BLACKSTONE VALLEY CHARTER SCHOOL INC
334 PLEASANT ST
PAWTUCKET, RI 02860

BLACKSTONE VALLEY CHARTER SCHOOL INC
334 PLEASANT ST
PAWTUCKET, RI 02860

RODRIGUES JULIA S
132 TIDEWATER ST
PAWTUCKET, RI 02860

CITY OF PAWTUCKET VACANT LAND
MERRY ST
PAWTUCKET, RI 02860

TIRRELL AARON L & MICHELLE L
249 TAFT ST
PAWTUCKET, RI 02860

GARCEAU ROBERT T & CHARLENE O
239 TAFT ST
PAWTUCKET, RI 02860

RODRIGUEZ JOSE A & ERIKA L
22 THORNTON ST
PAWTUCKET, RI 02860

ADAM RAYMOND P JR
20 THORNTON ST
PAWTUCKET, RI 02860

PINA MANUEL S & LUZ D
14 THORNTON ST
PAWTUCKET, RI 02860

THORSON STORMY II
270 TAFT ST
PAWTUCKET, RI 02860

ARCINIEGAS GILBERTO & CORTES MAGALY
11 THORNTON ST
PAWTUCKET, RI 02860

NARRAGANSETT ELECTRIC CO C/O
PROPERTIES DEPT
40 SYLVAN ROAD
WALTHAM, MA 02451

DACRUZ MARINA C & DIAS MANUEL M
217 TAFT ST
PAWTUCKET, RI 02860

TABER JONATHAN W & BONNEAU JESSICA
26 JEFFERS ST
PAWTUCKET, RI 02860

PATRICIO ERNEST JR
344 CHERRY HILL RD
JOHNSTON, RI 02919

SMITH GREGORY W
P O BOX 3290
PAWTUCKET, RI 02861

FENG ZHANLIAN & ZONG HAIMEI
15 THORNTON ST
PAWTUCKET, RI 02860

BLACKSTONE ACADEMY CHARTER SCHOOL
INC
334 PLEASANT ST
PAWTUCKET, RI 02860

GATEWAYS TO CHANGE INC
1060 PARK AVE
CRANSTON, RI 02910

POTRIS ADAM
210 SCHOOL ST
PAWTUCKET, RI 02860

GARDINER ANTHONY E & MAUREEN L
214 SCHOOL UNIT 3
PAWTUCKET, RI 02860

FLOREZ LUIS
94 CLEVELAND ST
PAWTUCKET, RI 02861

GIROUARD GARY R
218 SCHOOL ST-UNIT 5
PAWTUCKET, RI 02860

FLOREZ LUIS H
222 SCHOOL ST
PAWTUCKET, RI 02860

SANCHEZ NEOMI
76 PARK ST #9
PAWTUCKET, RI 02860

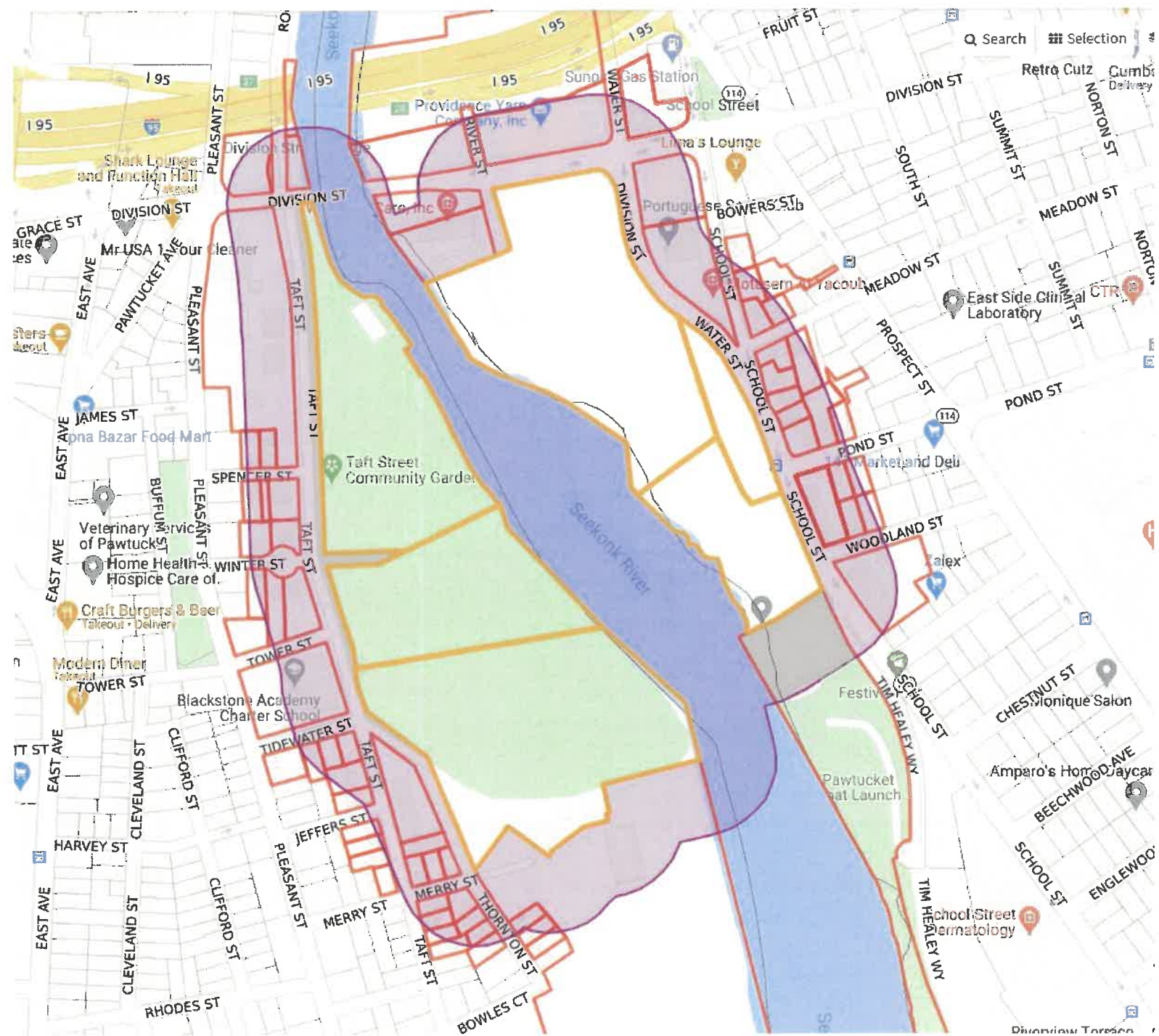
SEMEDO MARIA
81 FRENCH ST
PAWTUCKET, RI 02860

S & N REALTY LLC
123 SCHOOL ST #1
PAWTUCKET, RI 02860

S & N REALTY LLC
123 SCHOOL ST #1
PAWTUCKET, RI 02860

LAPRADE ANDRE J
123 SCHOOL ST UNIT 3
PAWTUCKET, RI 02860

D CO PROPERTIES LLC
3929 MENDON RD
CUMBERLAND, RI 02864



Schedule A-1

Pre-Development Budget - Phase 1A

Softs Costs Contracted Prior to Execution of Master Development

11/15/2021

Contract ID	Contract Date	Contracted Cost	Private	Private	Public	Public	Notes
SLR Contract #1	2/20/2020	\$ 900,000.00	95%	\$ 855,000.00	5%	\$ 45,000.00	Initial due diligence proposal, Phase 1 ESA, Geotech, Concept Design, Traffic/Parking Study, ect...
SLR Contract #2a	1/20/2021	\$ 388,500.00	80%	\$ 310,800.00	20%	\$ 77,700.00	Tidewater Stadium design contract, includes design of riverwalk on City property, public parking lot, north plaza and other improvements. Also includes all local and state permitting for Phase 1A
SLR Contract #2b	7/28/2021	\$ 12,750.00	25%	\$ 3,187.50	75%	\$ 9,562.50	Amendment to include stormwater and erosion control design for public improvements on City property
SLR Contract #3	2/9/2021	\$ 385,000.00	100%	\$ 385,000.00	0%	\$ -	Environmental Services contract for City owned sites, work reimbursed by RIDEM through Brownfield Grant so no City Reimbursement required
DiPrete Contract #1	5/28/2021	\$ 12,350.00	100%	\$ 12,350.00	0%	\$ -	National Grid Parcel Property Survey and Admin Subdivision
DiPrete Contract #2	10/29/2020	\$ 22,500.00	50%	\$ 11,250.00	50%	\$ 11,250.00	Property Survey for City Parcels
DiPrete Contract #3	10/29/2020	\$ 56,250.00	50%	\$ 28,125.00	50%	\$ 28,125.00	Topographic Surveys for City Parcels and off-site roadway improvements
Odell Contract #1	11/20/2020	\$ 601,040.00	98%	\$ 589,019.20	2%	\$ 12,020.80	Architects SD contract for Tidewater Stadium, allocation for design of surrounding public infrastructure including lighting, electrical, site design, signage for public improvements
Odell Contract #1	9/24/2021	\$ 2,668,690.00	97%	\$ 2,588,629.30	3%	\$ 80,060.70	Architects full design contract for Tidewater Stadium, allocation for design of surrounding public infrastructure including lighting, electrical, site design, signage for public improvements
GZA Contract #1	10/20/2020	\$ 55,950.00	90%	\$ 50,355.00	10%	\$ 5,595.00	Geotech Investigation and Report on National Grid site, public allocation for design of riverwalk and parking
GZA Contract #2	4/20/2021	\$ 18,500.00	75%	\$ 13,875.00	25%	\$ 4,625.00	Geotech Report on City Parcels includes recommendation for public improvements
GZA Contract #3	7/22/2021	\$ 8,000.00	90%	\$ 7,200.00	10%	\$ 800.00	Geotech Design on National Grid site, public allocation for design of riverwalk and parking
GZA Contract #4	10/12/2021	\$ 270,800.00	90%	\$ 243,720.00	10%	\$ 27,080.00	Construction Observation, Administration, Materials Testing during construction, allocation for public improvements
SUBTOTAL		\$ 5,400,330.00	94.4%	\$ 5,098,511.00	5.9%	\$ 301,819.00	

EXHIBIT H

INSURANCE REQUIREMENTS

(see next page)

EXHIBIT H

Insurance Requirements

1. **Insurance Requirements.** From the Effective Date of this Agreement through final expiration, Tenant shall provide and maintain, at its own expense, insurance policies, intended to be primary, covering all operations, work and services to be performed under or in connection with this Lease, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

(a) **Workers' Compensation and Employers Liability insurance** as required by the State of Rhode Island.

(b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Tenant under or in connection with this Lease, with minimum limits of:

Combined Single Limit	- \$1,000,000 per occurrence
General Aggregate	- \$2,000,000

(c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Tenant under or in connection with this Lease with minimum limits of:

Combined Single Limit	- \$1,000,000 per occurrence
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(d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$11,000,000 and aggregate \$11,000,000.

(e) **Commercial Property Insurance**, on an "all risk" basis, covering all personal property of every description owned or brought onto the premises by Tenant, its employees, agents, contractors, tenants, subtenants or assignees, including stock-in-trade, furniture, fittings, trade fixtures, in an amount not less than one hundred percent (100%) of the full replacement cost thereof.

2. **Additional Insured and Loss Payee:** The following persons shall be named additional insured:

The City of Pawtucket, Rhode Island

The Pawtucket Redevelopment Agency

EXHIBIT I

GUARANTY

(see next page)