

I-195 REDEVELOPMENT DISTRICT

RESOLUTION REGARDING SALE OF DISTRICT PARCEL 5

June 4, 2025

- WHEREAS:** The I-195 Redevelopment District (the “District”) was created and exists as a public corporation, governmental agency and public instrumentality of the State of Rhode Island under Chapter 64.14 of Title 42 of the General Laws of Rhode Island, as amended (the “Act”); and
- WHEREAS:** The Act authorizes the District, acting through its Commission (the “Commission”), to enter into agreements for the sale of properties owned by the District for any consideration and upon such terms and conditions as the Commission shall determine; and
- WHEREAS:** Pursuant to Resolution dated March 12, 2025 (the “Resolution”), the Commission has selected Design Center Partners, LLC (the “Developer”) to develop on District Parcel 5 a mixed-use building consisting of approximately 150 residential rental units, 25 residential condominium units and 30,000 square feet of ground floor commercial space (the “Project”); and
- WHEREAS:** Pursuant to the Resolution, the District and the Developer have entered into a Letter of Intent dated April 15, 2025 (the “Letter of Intent”) with respect to the Project; and
- WHEREAS:** The Chairperson and Executive Director have briefed the Commissioners in Executive Session this date regarding negotiations with the Developer and have requested that they be authorized to negotiate and execute a purchase agreement with the Developer as provided herein.

NOW, THEREFORE, acting by and through its Commissioners, the District hereby resolves as follows:

RESOLVED:

1. That the District be, and it hereby is, authorized to enter into a Purchase and Sale Agreement with the Developer with respect to the Project (the “Purchase Agreement”) on the terms contained in the “Summary of Terms of Purchase Agreement for Parcel 5” attached hereto as Exhibit A and otherwise consistent with the terms of the Letter of Intent.
2. That each of the Chairperson and Executive Director, acting singly, be and hereby is, authorized to execute the Purchase Agreement on behalf of the District subject to such modifications as he or she in his or her discretion deems necessary and appropriate.

Exhibit A

I-195 REDEVELOPMENT DISTRICT

June 4, 2025

Summary of Terms of Purchase Agreement for Parcel 5

1.	<u>Purchaser/Developer:</u>	Design Center Partners, LLC
2.	<u>Property:</u>	Parcel 5
3.	<u>Project:</u>	Mixed-use building with approximately 25 residential condominium units, 150 residential rental units, and 30,000 square feet of ground floor commercial space
4.	<u>Contract Purchase Price:</u>	\$4,011,645.00
5.	<u>Deposits, Third Party Expense and Application Fee:</u>	<ul style="list-style-type: none">a) \$75,000 deposit upon execution of Purchase Agreementb) Additional \$175,000 deposit at end of Due Diligence Periodc) \$75,000 Third Party Expense Deposit with additional \$25,000 if neededd) Non-refundable application fee payable upon Final Design Approval based upon project cost
6.	<u>Due Diligence Period:</u>	90 days from execution of the Purchase Agreement
7.	<u>Permitting Period:</u>	One year from the end of the Due Diligence Period
8.	<u>Closing Date:</u>	30 days after expiration of the Permitting Period
9.	<u>Default:</u>	<ul style="list-style-type: none">a) If Purchaser defaults, Seller to retain all deposits and other payments as liquidated damages and sole remedyb) If Seller defaults, Purchaser may either (i) terminate the Agreement and receive return of all deposits and other payments or (ii) sue for specific performance
10.	<u>Broker:</u>	None

11.	<u>Project Milestones:</u>	<p>At closing Purchaser will enter into a Development Agreement (the terms of which will be negotiated during the Permitting Period) which shall require the Purchaser to meet the following project milestones:</p> <ul style="list-style-type: none"> i) Commence construction within sixty (60) days of closing; ii) Vertical construction to commence within a mutually and reasonably determined time frame to be set forth in the Development Agreement; and iii) Complete construction and obtain certificate of occupancy (temporary or permanent) within thirty (30) months of closing. <p>Financial penalties for failure to comply with milestone dates shall be secured by a letter of credit or a guaranty from a credit-worthy individual or entity in amounts to be determined during the Permitting Period.</p>
12.	<u>Purchaser Conditions:</u>	Seller to have satisfied its obligations under the Agreement
13.	<u>Seller Conditions:</u>	<p>Seller's obligation to close the sale will be subject to satisfaction of each of the following conditions:</p> <ul style="list-style-type: none"> a) Purchaser has demonstrated to Seller's reasonable satisfaction that it has closed on all financing, debt and equity, required to complete the Project; b) Purchaser has executed a construction contract with an order to proceed promptly upon closing of Purchaser's financing and has provided a copy of such contract to Seller; and c) Purchaser has met the conditions of the "Resolution Regarding District Parcel 5" adopted by Seller on March 12, 2025.