

AMENDMENT TO DECLARATION OF COVENANTS

This Amendment to Declaration of Covenants ("Amendment") is made as of the ^{25th} day of July, 2018, by **I-195 REDEVELOPMENT DISTRICT**, a public corporation established pursuant to Chapter 64.14 of Title 42 of the Rhode Island General Laws (the "Declarant").

WITNESSETH

Grantee: State of Rhode Island
6/1

WHEREAS, pursuant to Declaration of Covenants dated September 22, 2017 and recorded in the Land Evidence Records of the City of Providence in Book 11034, Page 252 (the "Declaration"), the Declarant has imposed covenants on land located in Providence, Rhode Island and more particularly described in the Declaration; and

WHEREAS, the Declarant wishes to amend the Declaration to, inter alia, delete a Parcel from the terms and conditions of the Declaration and to amend Schedule I accordingly; and

WHEREAS, capitalized terms not defined herein shall have the meanings attributed to such terms in the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. In order to include the word "of" inadvertently missing from Section 1.1 of the Declaration, Section 1.1 is hereby deleted in its entirety and the following is substituted therefor:

"1.11 Parcel and Parcels. The terms "Parcel" or Parcels" shall mean any one or more of those certain tracts or parcels of the Subject Property in the City of Providence, delineated as Parcels 1A, 2, 5, 6, 8, 8A, 9, 14, 15, 22 and 25 (as consolidated and subdivided into Proposed 1, 2, 3, 4 and 5), 27, 28, 30, 34, 35, 37, 41, and 42 on the Plat and any tract or parcel resulting consolidation and/or subdivision of any such tracts or parcels."

2. In order to include the word "Declaration" inadvertently missing from Section 2.1 of the Declaration and the word "to" inadvertently missing from Section 2.2 of the Declaration, Sections 2.1 and 2.2 are hereby deleted in their entirety and the following are substituted therefor:

"2.1 General Declaration. The Declarant hereby declares that all of that real property located in the City of Providence, Rhode Island, and more particularly described on Exhibit A is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise improved, or transferred in whole or in part, subject to the provisions and terms of this Declaration. All of the covenants shall run with all of the Subject Property for all purposes and shall be upon and inure to the benefit of the Declarant and all Owners, Occupants and their respective executors, administrators, successors and assigns as set forth in this Declaration.

2.2 Addition of Other Real Property or Modification of Parcels; Subdivision of Consolidation and Subdivision of Parcels. The Declarant may at any time during the term of this Declaration add all or a portion of any real property now or hereinafter owned by the Declarant to the Subject Property, and upon recording of a notice of addition of real property containing at the provisions set forth in Section 2.4, the provisions of this Declaration shall apply to such added real property in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers, and responsibilities of the Declarant and the Owners and Occupants of Parcels within such added real property shall be the same as in the case of the Subject Property. The Declarant may also at any time during the term of this Declaration, consolidate and/or subdivide Parcels and in connection therewith record an amendment to this Declaration identifying such consolidated and/or subdivided Parcels and modifying Schedule 1 attached hereto accordingly.”

3. The reference to paragraph 3.1(b)(iii) set forth in Section 3.1(b) is amended to refer to paragraph 3.1(b)(ii).

4. Parcel 30 as described on Exhibit A attached hereto is hereby forever released and discharged from the terms and conditions of the Declaration.

5. Schedule 1 attached to the Declaration is hereby deleted, and Schedule 1 attached hereto is substituted therefor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as an instrument under seal as of the date first written above.

DECLARANT:

I-195 Redevelopment District

By: 
Name: Peter McNally
Title: Executive Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On July 25, 2018, before me, the undersigned notary public, personally appeared Peter McNally, Executive Director of the I-195 Redevelopment District, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and he acknowledged the same to be the free act and deed of the I-195 Redevelopment District, and his own free act and deed in his capacity as Executive Director of said I-195 Redevelopment District, and individually.

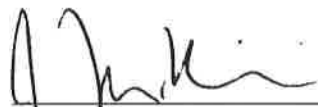

Notary Public
Print Name John M. Rizini
My Commission expires 9/15/21

Exhibit A

Legal Description of Parcel 30

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Friendship Street and southwest of Chestnut Street and northeast of Claverick Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Friendship Street at the intersection with the southwesterly street line of Chestnut Street, being the northwest corner of the herein described parcel;

Thence S 59° 38' 32" E along said Chestnut Street southwesterly street line a distance of eighty-nine and twenty-seven one-hundredths (89.27) feet to a non-tangent curve;

Thence in a general southwesterly direction along said non-tangent curve, deflecting to the left, having a radius of five-hundred ninety and zero one-hundredths (590.00) feet, subtended by a central angle of 13° 37' 26" for an arc length of one-hundred forty and twenty-nine one-hundredths (140.29) feet, a chord bearing of S 47° 27' 58" W and a chord length of one-hundred thirty-nine and ninety-six one-hundredths (139.96) feet to a point;

Thence S 32° 34' 31" W a distance of eighty and ninety-two one-hundredths (80.92) feet to a point;

Thence S 55° 19' 41" E a distance of nineteen and fifty one-hundredths (19.50) feet to a point, the previous three courses running along land owned now or formerly by 95 Chestnut Street, LLC;

Thence S 35° 27' 19" W along land owned now or formerly by Rhode Island Hospital and Claverick Realty Company, partly by each, a distance of one-hundred thirty-four and forty-six one-hundredths (134.46) feet to a point on the northeasterly street line of Claverick Street;

Thence N 55° 19' 41" W along said Claverick Street northeasterly street line a distance of eighty-three and twenty-eight one-hundredths (83.28) feet to a point on the southeasterly street line of Friendship Street;

Thence N 35° 26' 28" E along said Friendship Street southeasterly street line a distance of three-hundred forty-five and eleven one-hundredths (345.11) feet to the point and place of beginning.

The herein described area comprises Parcel 30 of this State Highway Conveyance Plat No. 2798 and contains 25,654 square feet of land more or less.

SCHEDULE 1

Parcel Contributions to Maintenance Assessment*

<u>Parcel</u>	<u>Allowable FAR</u>	<u>Percent of Contribution</u>	<u>Percentage Interest</u>
1A	50,000 sf	1.16	1.16
2	90,000 sf	2.09	2.09
5	146,000 sf	3.39	3.39
6	220,000 sf	5.10	5.10
8	54,900 sf	1.27	1.27
8A	119,000 sf	2.76	2.76
9	90,000 sf	2.09	2.09
14	0	0	0
15	0	0	0
27	142,000 sf	3.29	3.29
28	384,000 sf	8.91	8.91
34	475,000 sf	11.02	11.02
35	832,000 sf	19.30	19.30
37	252,000 sf	5.84	5.84
41	175,000 sf	4.06	4.06
42	286,000 sf	6.63	6.63
Proposed Lot 1	195,642 sf**	4.54	4.54
Proposed Lot 2	101,000 sf	2.34	2.34
Proposed Lot 3	321,000 sf	7.45	7.45
Proposed Lot 4	250,000 sf	5.80	5.80
Proposed Lot 5	128,000 sf	2.97	2.97

* The foregoing percentages are based on the allowable floor area ratio ("FAR") permitted to be built on each Parcel compared to the allowable FAR permitted to be built on all Parcels based on current zoning. As development of each Parcel is completed, the actual FAR built on such Parcel and the resulting total maximum permitted FAR for all Parcels shall be calculated and the Percent of Contribution and Percentage Interest of all Parcels, and this Schedule 1, shall be adjusted accordingly. This Schedule 1 shall also be amended in the event of subdivision/consolidation of any Parcel(s).

** Proposed Lot 1 is based on actual FAR built on Proposed Lot 1.

RECEIVED:
 Providence
 Received for Record
 Jul 27, 2018 at 09:01A
 Document Num: 00205697
 John A Murphy
 Recorder of Deeds