

# City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## CHAPTER 2011-29

**No. 419**

**AN ORDINANCE AN ORDINANCE ESTABLISHING A TAX EXEMPTION AND STABILIZATION PLAN FOR VICTORY SQUARE IN THE CITY OF PROVIDENCE KNOWLEDGE DISTRICT**

*Approved July 18, 2011*

***Be it ordained by the City of Providence:***

WHEREAS, Vincent A. Indeglia, Esquire (the "Receiver") in his capacity as the duly acting Permanent Receiver for Victory Properties, Inc., ("Victory"), Wyndham Properties, LLC, ("Wyndham") and Poisitano Realty Co., Inc., ("Poisitano") seek to complete a sale of the real estate of Victory, Wyndham and certain real estate of Poisitano defined herein as the "Project Site"; and

WHEREAS, The Project Site is located in City of Providence's Knowledge District; and

WHEREAS, The City of Providence in conjunction with educational and healthcare institutions have come together as partners in an initiative that will serve as the foundation of transforming the Knowledge District into a national center of excellence in basic, clinical and transitional life sciences research (the "Knowledge District Initiative"); and

WHEREAS, The City of Providence envisions this research activity will, in turn, drive technology transfer leading to entrepreneurship, company formation and job creation within the City of Providence; and

WHEREAS, The investment of private capital is necessary to sustain and expand the Knowledge District Initiative; and

WHEREAS, It is the City of Providence's intention to expand the Knowledge District Initiative to serve as an engine of economic development and growth arising from the former manufacturing center in the Jewelry District to a knowledge-based, innovation economy better suited to prosper in the global twenty-first (21<sup>st</sup>) century competitive environment; and

WHEREAS, The City of Providence and the Receiver desire to complete a sale of the Project Site in such a manner that incentivizes and encourages the development of the Project Site as a gateway project to be known as "Victory Square" that will lead to further economic development and private investment in the Knowledge District; and

WHEREAS, The Project Site is currently in a state of great disrepair having significant environment contamination, collapsing roofs, and dilapidated building structures, with the Project Site being only salvageable through careful and extensive remediation; and

WHEREAS, The Project Site has not generated any significant tax revenue for the City of Providence since 2008, including the period during which the Receiver has been in place; and

WHEREAS, The Receiver in conjunction with the City of Providence has advanced a proposal for Master Plan Approval before the City of Providence Plan Commission to provide for the development of Victory Square consisting of approximately 710,000 square feet of floor space within the Knowledge District for use in the life science/research, healthcare and medical manufacturing sectors; and

WHEREAS, The Receiver has attracted private investment to begin remediation of environmental contamination, so that such issues do not serve as an impediment to the development of Victory Square; and

WHEREAS, The Receiver seeks a Tax Stabilization Plan to further incentivize and encourage such private investment; and

WHEREAS, The Receiver’s proposal has the potential to translate into approximately \$20,000,000.00 in real property taxes payable to the City of Providence over the term of the Tax Stabilization Plan; and

WHEREAS, The Receiver has presented the City of Providence with a request to adopt a thirteen (13) year tax stabilization plan with regard to the real property taxes to be paid by any person, persons or entities who own the Project Site, during the term of this Tax Stabilization Plan along with any improvements or buildings thereon to be developed, so as to advance the Knowledge District initiative; and

WHEREAS, Rhode Island General Laws § 44-9-3 (hereinafter called the “Act”) authorizes, subject to certain enumerated conditions, the city council of a city for a period not to exceed twenty (20) years, to exempt and determine a stabilized amount of taxes to be paid on account of real property used for commercial purposes, notwithstanding the valuation of the real estate or the rate of tax; and

WHEREAS, After a public hearing, at least ten (10) days notice of which has been given in a newspaper having a general circulation in the City of Providence, the City Council finds and determines that:

- (1) Granting the Tax Stabilization Plan requested by the Receiver will inure to the long term economic benefit of the City of Providence by reason of the willingness of the Project Site Owner to develop the Project Site within the City by means of the construction of new buildings or replacing, reconstructing, converting or expanding existing buildings in advance of the Knowledge District Initiative ; and
- (2) The Project Site is intended to be used for research and development, office space, and commercial enterprise space within the Knowledge District of the City of Providence; and

WHEREAS, The Stabilized Tax Payments contemplated to be made pursuant to this Ordinance have been determined by the City of Providence City Council to be fair, equitable and acceptable to the City; and

WHEREAS, It is in the interest of the residents of the City of Providence to grant a tax exemption and stabilization plan in order to induce the development and construction of the Project Site.

**Be It Ordained by the City of Providence:**

Section 1. That the findings set forth in the preceding recitals are hereby made and confirmed.

Section 2. Definitions. The following terms shall have the meanings set forth herein:

- (a) “Commencement Date” shall be the later of the passage of this Ordinance or the closing on the Court approved sale by the Receiver.
- (b) “Personal Property” means any and all tangible personal property including, but not limited to all fixtures, furniture, equipment, furnishings, vehicles, computer hardware and software, informational systems and other personal property.

(c) "Project Site Owner" means an entity to whom the Receiver transfers right, title and interest in and to the Project Site with the approval of the Rhode Island Superior Court in and for the County of Providence or any successor taking right, title and/or interest therefrom, including successors to units and/or sub-units of the Project Site.

(d) "Stabilized Assessment" shall mean:

- i. With respect to the Real Property Improvements the stabilized assessed value shall be equal to One Hundred Fifty and 00/100 (\$150.00) Dollars per square foot of building floor space to be developed and constructed on the Project Site pursuant to the Master Plan Application which is anticipated to be phased as follows: Phase I: 250,000 square feet; Phase II: 250,000 square feet; and Phase III: 200,000 square feet (plus or minus depending upon the square footage ultimately allowed pursuant to final development plan approval);
- ii. With respect to the land valuation for the Project Site real estate, the stabilized assessed value shall be equal to Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) per year; and
- iii. Notwithstanding, parking structures shall not be assessed and are exempt from taxation for the duration of the stabilization agreement.

(e) "Stabilized Tax Payments" shall mean:

- i. With regard to the Project Site real estate, the land valuation shall be stabilized at an assessed value of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) and shall be taxed at the fixed rate of \$33.70 per thousand through the Term.
- ii. With regard to the Real Property Improvements, the Stabilized Assessment reduced by the Exemption Table in Section 6, below and then multiplied by the applicable tax rate.

(f) "Project Site" means all of the real estate and buildings and improvements thereto located at City of Providence Assessor's Plat 21, Lots 315, 326, 327, 328, 332, 333, 336, 353 and 399 and City of Providence Assessor's Plat 22, Lots 83, 122, 123, 244, 245 and 352.

(g) "Project Taxable Property" means collectively, the Project Site and all Real Property Improvements thereon.

(h) "Real Property Improvements" means any structures or improvements including but not limited to buildings, parking lots/structures and related improvements to be constructed and developed on the Project Site.

(i) "Termination Date" means the 13th anniversary of the December 31 in which the Project Site is first assessed pursuant to the schedule set forth in Section 6 herein.

(j) "Square feet" as used in this Ordinance shall be the gross horizontal area of the several floors of a building measured from the exterior walls.

Section 3. Tax Stabilization Plan. The City, in accordance with the Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence is hereby authorized to grant the schedule of Stabilized Tax Payments pursuant to the Schedule under Section 6 herein.

Section 4. Term. The term of this Ordinance shall be a period commencing upon the Commencement Date and terminating on the Termination Date.

Section 5. Pre-Commencement Date Tax Liability. (a) Upon the conveyance of the Project Site by the Receiver to the Project Site Owner, the Receiver shall pay Six Hundred Thousand dollars (\$600,000.00) to the City of Providence Tax Collector as payment in full of all back taxes, interest and penalties related to the Project Site. The payment schedule under Section 6 of this Ordinance is contingent upon the City receiving this payment from the Receiver at the time of conveyance of the Project Site to the Project Site Owner.

**Section 6. Tax Exemption and Stabilization Plan.** After the closing on the sale of the Project Site by the Receiver, Stabilized Tax Payments for the first three (3) years of the Term shall be equal to the stabilized tax payments defined in section (e) (i), above. Thereafter, Stabilized Tax Payments shall be equal to sections (e) (i) and (e) (ii), above excluding parking structures which shall not be subject to real property taxes. Stabilized Tax Payments based upon such a stabilized assessment shall be phased in over years four (4) through thirteen (13) pursuant to the following schedule as set forth below.

<b>Tax Exemption Stabilization Plan</b>	<b>Year</b>	<b>Percent of Stabilized Assessment Exempt</b>	<b>Stabilized Assessment</b>
Construction and Development	1	N/A	\$7,500,000.00
Construction and Development	2	N/A	\$7,500,000.00
Construction and Development	3	N/A	\$7,500,000.00
Post Construction and Development	4	90%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	5	80%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	6	70%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	7	60%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	8	50%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	9	40%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	10	30%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	11	20%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	12	10%	\$7,500,000.00/plus \$150/sq. ft.
Post Construction and Development	13	0%	\$7,500,000.00/plus \$150/sq. ft.

**Section 7. Illustrative Example of Tax Exemption and Stabilization Plan**

Below is an illustrative example of the Tax Stabilization Plan based upon phased, Seven Hundred and Ten Thousand (710,000) square feet of development exclusive of parking structures within the Knowledge District. The actual amounts of payments under the plan will depend on the actual square feet of development constructed.

Tax Exemption Stabilization Plan	Year	Percent of Stabilized Assessment Exemption	Stabilized Payments
Construction and Development	1	0	\$252,750.00
Construction and Development	2	0	\$252,750.00
Construction and Development	3	0	\$252,750.00
Post Construction and Development	4 <sup>1</sup>	90%	\$379,125.00
Post Construction and Development	5	80%	\$505,500.00
Post Construction and Development	6 <sup>2</sup>	70%	\$1,011,000.00
Post Construction and Development	7	60%	\$1,263,750.00
Post Construction and Development	3 8 <sup>3</sup>	50%	\$1,516,500.00
Post Construction and Development	9	40%	\$2,375,850.00
Post Construction and Development	10	30%	\$2,729,700.00
Post Construction and Development	11	20%	\$3,083,550.00
Post Construction and Development	12	10%	\$3,437,400.00
Post Construction and Development	13	0%	\$3,791,250.00
			<b>\$20,599,125.00</b>

Section 8. Payment of Post-Closing Taxes.

(a) Any Owner of the Project Site, or units or sub-units thereof, shall make Stabilized Tax Payments to the City as prescribed in the schedule listed in Section 6 herein, in lieu of all other real property taxes and personal property taxes and the City agrees to accept the Stabilized Tax Payments in lieu of such real property taxes and personal property taxes on the Project Site.

(b) Stabilized Tax Payments due to the City, pursuant to the schedule listed in Section 6, may be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments. If the quarterly payments are to be made, they shall be due on the same dates that quarterly taxes are due for all other taxpayers in the City.

(c) The liability for the Stabilized Tax Payments due and owing under this Ordinance shall constitute an obligation of the Project Site Owner, and the City shall be granted by the Owner of the Project Site, a first lien on the Project Taxable Properties, which lien shall be of the same priority and entitle the City to the same foreclosure remedies as the lien and foreclosure remedies provided under the applicable laws and ordinances with respect to real property and personal property taxes. The City agrees to provide Notice to the Owner of the Project Site prior to exercising any foreclosure remedies available and the Owner of the Project Site shall have ninety (90) days to cure any alleged default under this Ordinance from the date upon which Notice of any alleged default is received from the City. Said Notice shall include, with specificity, the nature of any alleged default, and the actions which the City believes to be reasonably necessary to cure any alleged default under this Ordinance.

(d) It is understood that the Stabilized Tax Payments made hereunder are deemed by the City to be tax payments, and the Owner of the Project Site making the Stabilized Tax Payments shall be entitled to all of the rights and privileges of a taxpayer in the City. It is further understood and agreed that the City's sole and exclusive recourse to the Owner of the Project Site is limited to the City's first lien on the Project Taxable Properties, however, nothing herein shall be construed to limit the right of the City to foreclose or take any other judicial proceeding available at law for the collection of taxes.

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<sup>1</sup> Phase I developed.

<sup>2</sup> Phase II developed.

<sup>3</sup> Assumption that Phase III developed.

(e) Stabilized Tax Payments not made by the Owner of the Project Site as they become due shall be subject to any and all penalties allowed under Rhode Island General Laws. Failure to receive a stabilized tax bill shall not relieve the Owner of the Project Site of its obligation to make Stabilized Tax Payments herein. If for any reason the Owner of the Project Site does not receive an appropriate stabilized tax bill, the Owner of the Project Site shall have the responsibility and obligation to make reasonable inquiries to the City in order to have such a stabilized tax bill issued and thereafter to make payment of the same no later than the due dates provide herein. Stabilized Tax Payments shall be made by the Owner of the Project Site directly to the City of Providence Tax Collector's Office.

Section 9. Satisfaction of Obligations. The City agrees that so long as the Stabilized Tax Payments are made by the Owner of the Project Site in accordance with the terms of this Ordinance, the City shall, during the term of this Ordinance, accept said payments in full satisfaction of the obligations of the Owner of the Project Site as to the payment of any and all taxes, including real and personal property assessments, to the City which would otherwise be levied upon the Project Site.

Section 10. Back Taxes and Effect of Failure to Make Payments. The real property taxes payable to the City for the Project Site during the term of this Ordinance shall be based upon the stabilized real property taxes set forth in Section 6 hereunder. This Ordinance is further conditioned upon the Owner of the Project Site, whether now or in the future, remaining current on the Tax Stabilization Plan. Failure to make said timely Stabilized Tax Payments may at the discretion of the City of Providence render this Ordinance null and void. Back taxes as of the Closing on the Receiver's sale of the Project Site shall be deemed satisfied with the payment made by the Receiver pursuant to Section 5, hereof. The Receiver acknowledges and agrees that the back taxes currently due and owing the City are in the amount of \$1,167,735.34. The difference between said amount and the amount to be paid under Section 5, hereof is \$567,735.34 ("Waived Taxes"). Notwithstanding, if the Receiver and/or the Project Site Owner shall fail to satisfy the performance milestones set forth in Section 11, below, the City shall be entitled to collect the Waived Taxes.

Section 11. Retroactive Revocation For Failure to Satisfy Performance Milestones.

In the event that the Project Owner fails to satisfy the following performance milestones, then this Ordinance shall be automatically repealed and the Owner of the Project Site shall be reassessed any unpaid real estate taxes, penalties and interest which remain unpaid as if this Ordinance had never been passed, subject to the occurrence of Force Majeure Events, defined below.

- (a) Closing on the sale of the Project Site with the Receiver within thirty (30) days after final passage of this Ordinance and subsequent approval by the Mayor.
- (b) Obtaining final Approval of the Victory Square Major Land Development Project which received conceptual approval from the City of Providence Plan Commission on February 15, 2011 (the "Final Master Plan"), within twelve (12) months of the Commencement Date.
- (c) Obtaining all necessary permits and approvals being secured from the municipal agencies of the City of Providence or the State of Rhode Island for the construction and development of Phase I of the Final Master Plan within eighteen (18) months of the Commencement Date.
- (d) Achieving substantial completion of construction and development of Phase I of the Final Master Plan within the thirty-six (36) months of the Commencement Date and to commit to the number of temporary parking spaces required by the City of Providence Planning Commission for Phase I and the transition into Phase II. Phase I must include construction of a minimum 250,000 square foot office and research and development life sciences building as represented in the Master Plan Approval obtained by the Receiver, Vincent A. Indeglia in February 2011 and approved by the City Planning Commission.

- (e) Achieving substantial completion of construction and development of Phase II of the Final Master Plan within seventy-two (72) months of the Commencement Date. Phase II must include construction of a minimum 250,000 square foot office and research and development life sciences building (for a total of 500,000 square feet of office space) as represented in the Master Plan Approval obtained by the Receiver, Vincent A. Indeglia in February 2011 and approved by the City Planning Commission.
- (f) Notwithstanding anything to the contrary in this Section 11, the Project Site Owner shall be entitled to an extension of the time for performance of the preceding milestones, if for any cause beyond the Project Site Owner's reasonable control, including but not limited to strike and/or labor disputes, accidents, invasion, riot, rebellion, civil commotion, insurrection, acts of terrorism against the United States interests, , any act or judgment of any court granted in any legal proceeding, acts of god such as fire, wind or lightning, explosion, acts of government or faults or delays by subcontractors to provide service due to circumstances such as those cited above ("Force Majeure Event"), the performance milestones are delayed. In such event, the Project Site Owner shall have an automatic extension, equal to the number of days of delay caused by a Force Majeure Event, provided that in no event shall the Project Site Owner delay substantial completion of construction of the majority of the Project Site pursuant to Phases I and II of the Final Master Plan beyond June 31, 2018.

Section 12. Transfers. As long as the Receiver, the Project Site Owner or any successor or assignee, owns or operates the Project Site, it will continue to pay Stabilized Tax Payments for the Project Site pursuant to this Ordinance.

- (a) The Receiver, the Project Site Owner or any successor or assignee, acknowledge and agree that the Project Site will be subject to taxation pursuant to the terms of this Ordinance and thereafter subject to taxation pursuant to Rhode Island General Laws and the ordinances of the City of Providence. The Project Site Owner or any successor or assignee, agree that the exemption and conditions under this Tax Stabilization Plan shall run with the land.
- (b) In the event that the Receiver, the Project Site Owner shall enter into a long-term lease for any portion of the Project Site to any real property tax-exempt entity, or allow the transfer of a portion of the Project Site to a real property tax-exempt entity, then in such event that portion of the Project Site so leased or transferred to the real property tax-exempt entity shall be quantified in terms of the amount of tax otherwise due for that amount of square footage under the terms and conditions of the stabilization under this Ordinance, and such amount of stabilized tax shall be apportioned to the remainder of the Project Site for the balance of time under the schedule set forth in Section 5.
- (c) If the Project Site is sold to a real property tax-exempt entity, the Tax Stabilization Plan shall terminate and unless otherwise agreed to by the City, the Project Site Owner/Seller shall pay to the City an amount equal to the difference between the Stabilized Tax Payments made under the Tax Stabilization Plan and the amount of real estate taxes that would have been paid during the effective term of said plan, but for the Tax Stabilization Plan.
- (d) Upon the termination of this Tax Stabilization Plan, the portion of the Project Site leased or owned by an real property tax-exempt entity shall be taxed in accordance with the law in effect at such time. Notwithstanding, anything to the contrary herein, the provisions of this Section which terminate this Tax Stabilization Plan on the Termination Date, shall continue to be given full force and effect until such time as the same shall be extended by a majority vote of the City Council of Providence and approved by the Mayor, or as extended by operation of law.

- (a) Construction. The Project Site Owner shall make a good faith effort to award to Minority Business Enterprises as defined in Rhode Island General Laws, Section 31-14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with the rules and regulations promulgated pursuant to MBE Act). The Project Site Owner shall make a good faith effort to award to Women Business Enterprises (WBE's) no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence). The Project Site Owner will request the City MBE/WBE office to establish a list of qualified MBE/WBE companies in order to satisfy its MBE/WBE construction goals. In this manner, the City will assist the Project Site Owner in meeting said goals. The process of participating with the MBE/WBE office shall begin upon passage in order to develop a designated MBE/WBE subcontractor list which will encourage MBE/WBE participation and joint ventures with other members with the construction industry.
- a. The Project Site Owner shall ensure that all trade construction subcontractors for the construction of this project shall have or be affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. for any and all crafts or trades that will or may be working on the project. This shall not apply to any trade or profession which does not have an apprenticeship program for such trade or profession in the State of Rhode Island.
  - b. The Project Site Owner shall make a requirement in the contracts between its Construction Manager and General Contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten percent (10%) of the total hours worked by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs.
  - c. The Project Site Owner shall as part of its contracts between its Construction Manager and General Contractor and their subcontractors require that the subcontractors submit to the City of Providence Department of Planning and Development quarterly verification reports to ensure compliance with this section.
  - d. The Project Site Owner, its Construction Manager or General Contractor or other authorized person/entity may petition the City of Providence Department of Planning and Development to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:
    - i. compliance is not feasible because a trade or field does not have an apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
    - ii. compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
    - iii. compliance is not feasible because it would create a significant economic hardship; or
    - iv. compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

In the event that there shall be a failure to comply with this Section 13 (a) a. through c., the Department of Planning and Development shall have standing to seek enforcement of this provision of the ordinance in the Rhode Island Superior Court.

- (b) Permanent Employment. In conjunction with its efforts pursuant to this Section and its ongoing efforts to provide equal employment opportunity without regard to race, color, religion, natural origin, sex, age or handicap, the Project Site Owner shall liaise with the City to assist in the recruitment of qualified minority, women, and handicap applicants for all of its employment positions in the Victory Square development.
- (c) First Source List. Pursuant to the City of Providence First Source Ordinance, the Project Site Owner shall enter into a First Source Agreement covering the hiring of employees necessary to complete the proposed Project and throughout the term of this tax stabilization agreement. The Project Site Owner shall work in conjunction with the City of Providence Department of Planning and Development and its associated agencies to develop the First Source Agreement.

Section 14. "Buy Providence" Initiative. The Project Site Owner will use good faith efforts to ensure that construction materials are purchased from economically competitive and qualified vendors located in the City of Providence. In furtherance of this effort, the Project Site Owner will work with the City to develop a list of Providence vendors and subcontractors in order to create a preferred vendor list of qualified and economically competitive vendors for the construction of the Project. Furthermore, once the Project Site Owner constructs the Victory Square development, the Project Site Owner will use good faith efforts to conduct ongoing business with and provide preference to economically competitive and qualified, Providence businesses. In order to further that effort, the Project Site Owner will hold seminars upon passage of this Ordinance, with the Providence MBE/WBE office and the Providence Chamber of Commerce to inform the local economy of the Project Site Owner's development plans in order to maximize the opportunities for Providence businesses to work with the Project Site Owner in providing on-going services, equipment and materials.

Section 15. Community Education Efforts. The Project Site Owner will undertake an effort to negotiate a compact with the city of Providence to establish educational outreach efforts within the Victory Square development, with the goal of providing the City of Providence residents with educational and training opportunities for employment in the Knowledge District.

Section 16. Plan for Compliance with Employment, "Buy Providence", and Educational Outreach Components. The Project Site Owner will work with the City of Providence to publish a plan for compliance with Sections 13, 14 and 15, within sixty (60) days of passage of this Ordinance and approval by the Mayor.

Section 17. Reporting. During the term of this Ordinance, the Project Site Owner shall periodically report to the City on its progress in complying with the provisions of this Ordinance, including but not limited to, Sections 13, 14 and 15 hereof. The Project Site Owner and the City shall mutually agree on the frequency, format and substance of such reports.

Section 18. Resolution of Calculation Disputes. The Project Site Owner and the City of Providence agree that if the Project Site Owner should dispute the annual calculation of the Stabilized Tax Payment, either party may appeal to the Board of Tax Assessment Review (the "BTAR") acting as mediator to resolve all such disputes. A decision by the BTAR on the appeal shall be conclusive and binding upon the Project Site Owner and the City of Providence. The foregoing provision applies only to calculation disputes and does not apply to the resolution of any disputes with respect to any other provision of this Ordinance.

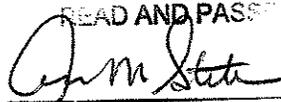
Section 19. Grant of Tax Stabilization Plan. The City of Providence, in accordance with the Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence, is hereby authorized to grant and does grant the requested Tax Stabilization Plan to the Receiver for the Project Site from the assessed valuation for tax purposes as pursuant to this Ordinance.

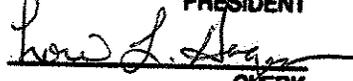
Section 20. Beneficiaries of Ordinance. The City of Providence and the Receiver hereby expressly acknowledge that any and all future Owners of the Project Site and/or units or sub-units thereof, are intended to be beneficiaries of this Ordinance, and the provisions herein will apply with the same force and effect except that if the Project Site Owner loses title to the Project Site as a result of a foreclosure or tax sale, this Ordinance will have no further effect on a future Owner of the Project Site.

Section 21. Severability. If any one section of this Ordinance is found to be unenforceable, then the other provisions herein shall continue to have the same force and effect as if the unenforceable provision were not passed as part of this Ordinance.

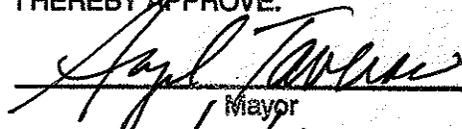
Section 22. Effective Date. This Ordinance shall become effective immediately upon its passage by the City Council and approval by the Mayor.

Section 23. Applicable Law. This agreement shall be construed under the laws of the State of Rhode Island.

IN CITY COUNCIL  
JUL 07 2011  
FIRST READING  
READ AND PASSED  
  
CLERK

IN CITY  
COUNCIL  
JUL 18 2011  
FINAL READING  
READ AND PASSED  
  
PRESIDENT  
  
ACTING CLERK

I HEREBY APPROVE.

  
Mayor  
Date: 7/18/11

CITY OF PROVIDENCE, RHODE ISLAND

APPLICATION REQUESTING

TAX STABILIZATION FOR COMMERCIAL / INDUSTRIAL & RESIDENTIAL PROPERTIES

ACCORDING TO

CHAPTER 21 OF THE CODE ORDINANCES AS AMENDED

TAX ASSESSOR'S OFFICE  
PROVIDENCE, RI

2011 MAY 19 P 3:29

PAY OF NON-REFUNDABLE APPLICATION FEE  
MUST ACCOMPANY APPLICATION ACCORDING TO  
THE FOLLOWING SCHEDULE:

- \$150.00 FOR PERMIT UP TO - \$250,000 (COM/IND)
- \$225.00 FOR PERMIT FROM \$251 - \$750,000
- \$300.00 FOR PERMIT OVER - \$751,000
- \$200.00 FOR COMPUTER / TELEPHONE
- .001% OF EST. CONSTRUCTION COSTS (RESIDENTIAL.)

DATE 5-19-11

1. NAME & ADDRESS OF APPLICANT Vincent A. Indeglia, Receiver for Victory Properties,  
(IF CORPORATION/PARTNERSHIP, inc., Wyndham Properties, LLC, and Poisitano Realty  
GIVE NAME & TITLE OF CEO FILING co., Inc.  
APPLICATION).
2. IF APPLICANT IS LESSEE, GIVE N/A  
NAME AND ADDRESS OF OWNER  
AND SPECIFIC TERMS OF LEASE
3. LOCATION OF PROPERTY Please see Executive Summary attached as Exhibit A
4. ASSESSOR'S PLAT AND LOT Please see Executive Summary attached as Exhibit A
5. DATE & PURCHASE PRICE OF A receivership sale has been Court approved.  
EXISTING PROPERTY Closing is pending City Council consideration of a  
tax stabilization and exemption ordinance.
6. COST & PROJECTED DATE OF The Court approved sale price is \$7,500,000.00  
ADDITIONAL PROPERTY TO BE there are no current plans to acquire additional  
PURCHASED FOR THIS property.  
EXPANSION PROJECT

7. ESTIMATED COST OF EXPANSION/ RENOVATION. (ATTACH EVIDENCE SUPPORTING SUCH FIGURE: COP OF BIDS, CONSTRUCTION CONTRACT, ARCHITECT'S CERTIFICATION). GIVE DETAILS AS TO SCOPE OF PROJECT TO BE UNDERTAKEN—# OF STORIES TYPE OF CONSTRUCTION, TOTAL SQ. FT. ETC.) There are three phases of construction.  
Phase I is estimated to cost \$32,000,000.00  
Phase II is estimated to cost \$32,000,000.00  
Phase III is estimated to cost \$26,000,000.00

8. DESCRIBE EXISTING FACILITY:  
 # OF STORIES 1-2  
 # OF SQ. FT./ FLOOR 120,000 estimated  
 AGE OF BUILDING(S) Varies from early 1900's through additions in 1990's  
 TYPE OF CONSTRUCTION Masonry Block  
 INTERIOR CONDITION Former Jewelry Plating Facility environmentally impacted  
 EXTERIOR CONDITION Deemed unsafe by City Building Inspector

9. APPLICATION IS MADE UNDER THE PROVISION OF THE ORDINANCE FOR THE FOLLOWING REASON(S) (CHECK ONE OR MORE)  
 \_\_\_\_\_ a. locate in City of Providence  
 \_\_\_\_\_ b. replace section of premises  
 \_\_\_\_\_ d. expand building  
 \_\_\_\_\_ e. remodel facility  
 f. construct new building (s)  
 \_\_\_\_\_ g. computer/telephone  
 \_\_\_\_\_ h. other

10. WILL PROPOSED CONSTRUCTION/ ALTERATION INCREASE THE EMPLOYMENT AT YOUR COMPANY? YES  NO \_\_\_\_\_  
800 construction jobs  
1000 permanent jobs  
 IF YES, GIVE ESTIMATE AS TO NEW POSITIONS TO BE CREATED AND JUSTIFICATION FOR SAME Please see Executive Summary attached as Exhibit A

11. WILL THE PROPOSED ALTERATION/ CONSTRUCTION CAUSE ANY OTHER FACILITY TO CLOSE? YES \_\_\_\_\_ NO

12. WILL CONSTRUCTION/ALTERATION REQUIRE PURCHASE OF ADDITIONAL FURNITURE/FIXTURES/EQUIPMENT? IF YES, GIVE DETAILS AS TO NUMBER AND TYPE TO BE PURCHASED YES  NO \_\_\_\_\_  
Details are not available at this time, as that will depend on lessees.

13. CONSTRUCTION SHALL BEGIN ANTICIPATED THAT CONSTRUCTION SHALL BE COMPLETED

Please see attached Executive Summary for project milestones.

14. ARE ALTERATIONS/CONSTRUCTION PLANS PERMITTED UNDER THE PRESENT ZONING; YES  (see below) NO

IF NO, PLEASE ADVISE AS TO WHETHER APPLICATION HAS BEEN OR WILL BE FILED WITH ZONING BOARD OF REVIEW. Initial Master Plan approval was granted on February 15, 2011. A height variance will be required.

HAS HEARING BEEN SCHEDULED? No

IT IS THE UNDERSTANDING OF THE APPLICANT(S) THAT THE EXEMPTION, IF APPROVED, IS APPLICABLE ONLY TO COMMERCIAL/ INDUSTRIAL CONCERNS WHO WISH TO LOCATE IN THE CITY, OR WHO WISH TO REPLACE, RECONSTRUCT, EXPAND OR REMODEL CURRENT FACILITIES; THAT MEET THE APPROVAL OF THE BUILDING INSPECTOR; THAT ALL CURRENT AND PAST TAXES DUE BY THE APPLICANT(S) MUST BE PAID IN FULL; THAT THE EXEMPTION WOULD BE ATTRIBUTABLE ONLY TO THAT PORTION OF THE ASSESSMENT ATTRIBUTABLE TO THIS CONSTRUCTION / RENOVATION; THAT THE EXEMPTION MAY BE REVOKED IN THE EVENT OF FRAUD OR MISREPRESENTATION BY THE APPLICANT(S).

Dani Silverman  
WITNESS

5-19-11  
DATE

John J. [Signature] attorney for Vincent A. Zingaglia, in  
SIGNATURE OF APPLICANT  
and only in his capacity as Receiver and not individually.  
55 Pine Street, Providence, RI 02903  
ADDRESS

5-19-11  
DATE

RECEIVED BY CITY ASSESSOR  
PROVIDENCE RHODE ISLAND

\_\_\_\_\_ DATE

**EXHIBIT A**

# EXECUTIVE SUMMARY FOR THE MASTER PLAN DEVELOPMENT OF VICTORY SQUARE

*Edward Marandola, Jr. v. Victory Properties, Inc., C.A. No. 10-1861*

*Edward Marandola, Jr. v. Poisitano Realty Co., Inc., C.A. No. 10-1862*

*Edward Marandola, Jr. v. Wyndham Properties, LLC, C.A. No. 10-1863*



## **Introduction**

Vincent A. Indeglia, Esq., in his capacity as the Superior Court-appointed Receiver for Victory Properties, Inc., Poisitano Realty Co., Inc., and Wyndham Properties, LLC, has submitted a Master Plan Application for a Major Land Development Project (“Master Plan Development”) to the City of Providence Planning Commission (the “Planning Commission”). The Planning Commission has given an initial approval for the Receiver’s proposed Master Plan Development. A copy of the engineering plans submitted to the Planning Commission is attached hereto as “Exhibit 1”.

## **Subject Property**

The Subject Property is located at City of Providence Tax Assessor’s Plat 21, Lots 315, 326, 327, 328, 332, 333, 336, 353 and 399 and City of Providence Tax Assessor’s Plat 22, Lots 83, 122, 123, 244, 245 and 352.

The Subject Property lies between Hospital, Globe and Eddy Streets and it is located in the center of Providence’s Knowledge District, situated between Rhode Island Hospital, Hasbro Children’s Hospital, Women and Infants Hospital to the south and Brown University Medical School to the north. The overhead photographs attached hereto as “Exhibit 2” provide an aerial prospective of the Subject Properties included in the Receiver’s proposed Master Plan Development.

Primary access to the Subject Property is provided by I-95 and I-195 from the new Point Street exit. The Subject Property is afforded regional access with direct frontages on Point and Eddy Street. Currently the Subject Property has access to public transportation provided by RIPTA to points statewide and is expected to have nearby service provided by the proposed City of Providence trolley system which is expected to begin construction between 2013-2014.

### **Current Condition of the Property**

1. Due to the weight of ice and snow from this past winter, the roof structure for a large portion of the facility has collapsed and the Receiver has taken action to shore up the building in order to prevent further damage and potential injury while the Master Plan Development is pending.
2. The entire facility has been ordered to be demolished by the City of Providence Building Inspector pursuant to Rhode Island Gen. Laws. §23-27.3-124.2.
3. The entire Subject Property is under a Rhode Island Department of Environmental Management Remediation Action Plan.
4. The Receiver is currently engaged in cleaning out a significant amount of environmentally hazardous substances that were left behind by the former jewelry and plating business. The Receiver has received estimates ranging between \$1,500,000.00 and \$2,000,000.00 to complete the environmental remediation and demolition of the site.

### **Current Tax Analysis of the Subject Property**

1. The Subject Property is currently assessed at approximately \$13,000,000.00.
2. Of the total assessment, approximately \$11,000,000.00 is attributable to the land.
3. The buildings currently have no value and must be demolished. In turn, the current offer to purchase the Subject Property from the Receiver is approximately \$7,000,000.00. The offer to purchase was the result of an extensive marketing campaign. Therefore, the Receiver submits that the assessed value of the Subject Property cannot exceed \$7,000,000.00.
4. However, as outlined above due to the major environmental and structural defects associated with the structure, any potential buyer for the real estate would need to have the financial wherewithal to immediately invest between \$1,500,000.00 and

\$2,000,000.00 to complete the environmental remediation and demolition of the Subject Property.

5. Therefore, the Receiver submits that the \$2,000,000.00 in environmental and demolition costs should be subtracted from the \$7,000,000.00 offer to purchase the land. Thus, the true assessment would be approximately \$5,000,000.00. This assumes that a buyer would be willing to invest in the Subject Property without some financial incentives from the City.
6. In any event, a \$5,000,000.00 assessment would produce approximately \$168,500.00 per year in real estate taxes at today's tax rates.
7. Notwithstanding, the Receiver has marketed the Subject Property throughout the country for approximately ten (10) months and the Receiver submits that absent the approval of a Tax Ordinance by the City Council, there will be no buyer willing to immediately invest \$2,000,000 and the Subject Property will produce \$0.00 dollars in real estate tax revenue for the foreseeable future.
8. On the other hand, the Receiver at closing has proposed to pay to the City \$600,000.00 in "back" real estate taxes at a closing.
9. In addition, after the completion of Phase I construction of the Receiver's proposed Master Plan Development, the City of Providence under the proposed Tax Ordinance would receive annual real estate taxes in the amount of \$379,125.00 (Year 4 of the Ordinance based on 90% stabilization).<sup>1</sup>
10. After Phase II, the City would receive \$1,011,000.00 in annual real estate taxes (Year 6 based on 70% stabilization).<sup>2</sup>

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<sup>1</sup> Year 5 would produce \$505,500.00 in real estate tax revenue based on 80% stabilization.

<sup>2</sup> Year 7 would produce \$1,263,750.00 in real estate tax revenue based on 60% stabilization.

11. After Phase III, the City would receive \$1,769,250.00 in annual real estate taxes (Year 8 assuming 50% stabilization).<sup>3</sup>

### **Proposed Commercial Development**

The purpose of the Receiver's Master Plan Application is to effectuate the development of a commercial mixed-use facility for any owner/developer of the Subject Property. The proposed Master Plan Development will combine commercial office, medical office space, profession practice spaces and labs for research and development, and clinical studies and practice in order to facilitate an influx of privately operated business development in the Knowledge District.

There are three buildings which are proposed to be constructed as part of the Master Plan Development. The total area of the three proposed buildings will equate to roughly 700,000 square feet of building space. In addition, the three proposed buildings are designed to be seven to eight stories in height.

In addition, as part of the Master Plan application, the Receiver has submitted a proposal for the construction of a parking facility to service the proposed commercial build out. The parking structure as designed is equipped with 990 parking spaces to accommodate the increased influx of traffic and commercial business to the Knowledge District.

Within the first 12 months of receiving title to the real estate from the Receiver and approval of the City Council of a Tax Ordinance, the buyer, JAG Investment Realty, LLC, ("JAG") will bring all demolition and remediation tasks necessary to begin construction at the site to completion.

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<sup>3</sup> Years 9-13 would collectively produce an additional \$15,516,500.00 in real estate tax revenue (Based on the Receiver's proposed stabilization schedule).

In addition, within the same 12 month period, JAG will obtain Final Master Plan Approval from the Planning Commission, subject to the Planning Commission providing a fast track for JAG's application and the Planning Commission providing necessary information for the proposed City of Providence trolley system which will operate beside the proposed facility. Thereafter, Phase I construction (250,000 square feet) will be completed within 24 months of receiving Final Master Plan Approval from the Planning Commission.

Phase II will consist of the construction of a second, 250,000 square foot building as shown on the attached engineering plans submitted to the Planning Commission. Phase II construction will be completed within 24 months after the completion of construction for Phase I.

Phase III consists of the construction of a 200,000 square foot building as shown on the attached engineering plans submitted to the Planning Commission. Commencement and completion of Phase III will be dictated by market conditions.<sup>4</sup>

As the Planning Commission has initially approved the proposed Master Plan Development, the next step is for the property owner to complete the requirements for Preliminary Master Plan approval. It is anticipated that during the next 4 to 6 months the potential buyer will be working with the relevant City of Providence municipal agencies to create a site design that will meet the owner's private enterprise goals as well as the goals of the City Planning Department to have a viable and vibrant Knowledge District.

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<sup>4</sup> Depending upon the plans of the City of Providence trolley system and their infrastructure relative to their design of the Knowledge District, JAG may of necessity be required to use the area scheduled for Phase III for its parking area.

## **The City of Worcester's Experience with the "Gateway Project"**

The proposed Master Plan Development is put forth in the blueprint of other similar Major Land Development Projects that have successfully been brought through fruition by our neighbors to the north in Massachusetts.

One such project is the Gateway Park Project, which began as a coalition between Worcester Polytechnic Institute ("WPI") and the Worcester Business Development Corp. ("WBDC") that operates in downtown Worcester, Massachusetts.

In 2010, WPI became the sole owner of the Gateway Park facility. The Gateway Park facility was developed in order to undertake a large-scale, brownfields revitalization on what was formerly an industrial site in an environmentally challenged and economically quiet area.

Attached hereto, as "Exhibit 3" are location, design, and infrastructure materials which further detail the Gateway Park facility. The Gateway Park facility operates as a 550,000 square foot mixed use facility which provides operating space for a range of commercial enterprises including biomedical and technical research and development, lab and clinical studies, professional education, retail operations, and corporate offices.

In 2007, the Gateway Park facility was the award winner of the nationally prestigious Phoenix Award which honors a select few individuals and/or groups who successfully revitalize and develop formerly blighted areas.

In addition, the Gateway Park facility is expected to be expanded by the addition of a 92,000 square foot LEED ("Leadership in Energy and Environmental Design") certified facility which will provide further commercial space for laboratory, educational and office space. This proposed 92,000 square feet addition, alone, is estimated to provide 120 construction jobs and 140 permanent jobs.

The success of projects such as the Gateway Park facility have provided the blueprint for privately funded Major Land Development initiatives that will be the economic catalyst for new job creation looking into the future. In fact, in 2008, Massachusetts labeled the Gateway Park facility as the corner stone for Massachusetts's first major Growth District, a new initiative geared towards accelerating job creation in locations that are primed and ready for development.

The Receiver's proposed Major Land Development project will bring similar cutting edge completion to the Knowledge District which will which will spur job creation and allow the Knowledge District to compete not only with regional competitors such as the Gateway Park facility, but rather become a nationally recognized center for research and commercial development, ultimately to the benefit of the City of Providence and its residents.

#### **Conditions Precedent to Further Development**

The Court-appointed Receiver is working diligently with JAG to accomplish not only an environmental remediation of the site which will certainly improve this site, as well as the area in the Knowledge District itself, but also to obtain approval from the City Council for the Receiver's proposed Tax Ordinance.

#### **Advantages of a Proposed Tax Ordinance**

1. Development of approximately 700,000 square feet of mixed technology, research and development, and medical manufacturing and office space development which will cultivate commercial development in the expanding Knowledge District;
2. Allow revitalization of an otherwise blighted area;
3. Provide stimulus to the local economy;
4. Allow use of the "Buy Providence" initiative for the supply of resources to complete construction of the proposed Major Land Development;

5. Allow the utilization of the Minority Business Enterprises and Women Business Enterprises offices in order to develop a list of qualified candidates to contract and subcontract out work for the proposed Major Land Development;
6. Allow the utilization of the First Source initiative to create and further job development within the City of Providence;
7. Create the opportunity for a new public-private initiative within Providence;
8. Create an insurgence of a middle-class sector into the Providence demographic and workplace;
9. Provide an opportunity for job training and re-training of the existing Providence workforce;
10. Develop job creation for both short term construction related employment as well as permanent professional related employment. Using the Gateway Park project as a basis for calculation the Receiver anticipates the creation of short term construction related jobs to exceed eight hundred (800) and the creation of permanent professional practice jobs to exceed (1,000) for the proposed Major Land Development; and
11. Substantial real estate tax revenue to be paid to the City of Providence based on the Receiver's proposed Tax Ordinance.

**Current Status of Development:**

**1. Environmental Remediation**

- a. The Receiver has engaged the services of Vanasse Hangen Brustlin, Inc., ("VHB") in order to effectuate the environmental remediation of the Subject Property. VHB is working with the Receiver in coordinating the removal and cleanup of hazardous materials which were left at the Subject Property prior to the

Receiver's appointment. Phase 1 of the remediation plan presented by VHB has been completed and VHB is in the process of removal residual wastewaters and contaminated soils from the site. The balance of the environmental remediation will be addressed during the demolition assessment by the Receiver, assuming the sale of the real estate goes forward to close.

**2. Historic District Commission**

- a. The Subject Property is zoned within the Industrial & Commercial Buildings District ("ICBD"). The Receiver has met with staff from the Historic District Commission. The Receiver has submitted an application for a Certificate of Appropriateness to obtain the necessary approvals for the proposed building alterations that are anticipated to be a part of the Master Plan Development. The Receiver has been granted approval for all of the proposed alterations at the Victory Site for all but a small portion of the oldest structure which fronts on Eddy Street.

Notwithstanding the Receiver's desire to work in conjunction with the Historic District Commission, recent site visits of the property have demonstrated the structural integrity of this building, which has been developed over four (4) decades in different phases, is highly questionable. Other portions of the building have suffered from roof collapse due to the weight of snow and ice over the past few months. The environmental conditions relative to the building history as a plating facility also impose serious encumbrances to redevelopment of the structure in its current condition. The Receiver and/or the purchaser JAG will be working with its agents and contractors to determine the best course of action

regarding this structure as development moves forward towards Preliminary Master Plan stage.

**3. Demolition**

- a. The Receiver is in the process of obtaining finalized quotes to complete the demolition of the Subject Property.

**4. Final Master Plan Approval**

- a. Assuming the sale for the real estate reaches a closing JAG will then move forward and obtain Final Master Plan Approval within 12 months of the Receiver transferring title to the real estate to JAG.

**5. Construction Milestones for the Proposed Master Plan Development**

- a. Within the first 12 months of receiving title to the real estate from the Receiver JAG will bring all demolition and remediation tasks necessary to begin construction at the site to completion.
- b. In parallel, JAG will complete Final Master Plan Approval.
- c. Phase I will be completed within 24 months after JAG is granted Final Master Plan Approval.
- d. Phase II which will consist of the construction of a second 250,000 square foot building will be completed within 24 months after the completion of construction for Phase I.
- e. Phase III consists of the construction of a 200,000 square foot building as shown on the attached engineering plans. Phase III is dependent on market conditions and implementation of the Providence Trolley System. Post completion of

construction for Phases I and II JAG will accelerate towards the completion of the Phase III construction.

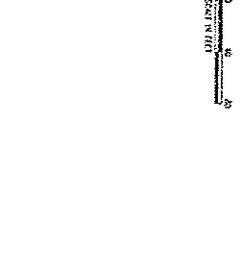
# EXHIBIT 1

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- Legend**
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THIS SYMBOLOGICAL PLAN AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT. NO PART OF THIS PLAN OR THE INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT.

**Existing Conditions Plan**  
 A.P. 22 Lohr 83, 352, 172, 173,  
 244 & 245  
 A.P. 21 Lohr 315, 326-328  
 302, 311, 336, 337 & 395



NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	11/11/10	WJL
2	EXISTING CONDITIONS PLAN	11/11/10	WJL
3	PROPOSED DRIVEWAY PLAN	11/11/10	WJL
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5	PROPOSED DRIVEWAY PLAN	11/11/10	WJL
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9	PROPOSED DRIVEWAY PLAN	11/11/10	WJL
10	PROPOSED DRIVEWAY PLAN	11/11/10	WJL

**Comprehensive Ventures**  
 Victory Planning Technologies, Inc.  
 4000 S. Main St., Eddy St., Sanger, Ca.,  
 Parsonage St. and Mariposa St.,  
 Mendocino, P.O. Box 1000

**WJB**  
 WALTER J. BROWN, INC.  
 10000 S. Main St., Eddy St., Sanger, Ca.,  
 95360-1000  
 (530) 337-2200 FAX (530) 337-2200



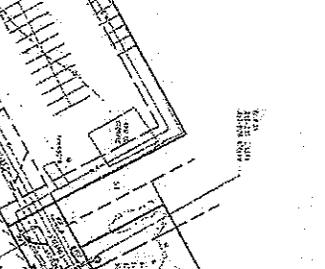
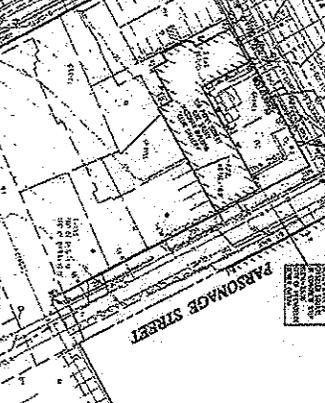
**Map of County**

**Map of State**

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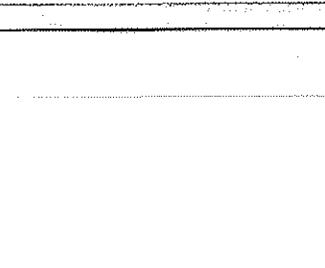
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7. ALL NEW DRIVEWAYS ARE TO BE 12" DEEP AT THE DRIVEWAY ENTRANCE AND 10" DEEP AT THE DRIVEWAY EXIT.
8. ALL NEW DRIVEWAYS ARE TO BE 12" DEEP AT THE DRIVEWAY ENTRANCE AND 10" DEEP AT THE DRIVEWAY EXIT.
9. ALL NEW DRIVEWAYS ARE TO BE 12" DEEP AT THE DRIVEWAY ENTRANCE AND 10" DEEP AT THE DRIVEWAY EXIT.
10. ALL NEW DRIVEWAYS ARE TO BE 12" DEEP AT THE DRIVEWAY ENTRANCE AND 10" DEEP AT THE DRIVEWAY EXIT.



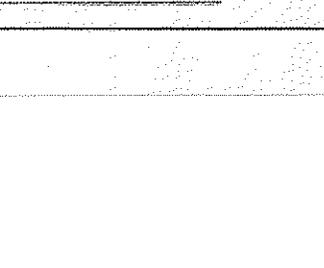
THIS SYMBOLOGICAL PLAN AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT. NO PART OF THIS PLAN OR THE INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT.

**Existing Conditions Plan**  
 A.P. 22 Lohr 83, 352, 172, 173,  
 244 & 245  
 A.P. 21 Lohr 315, 326-328  
 302, 311, 336, 337 & 395



**Comprehensive Ventures**  
 Victory Planning Technologies, Inc.  
 4000 S. Main St., Eddy St., Sanger, Ca.,  
 Parsonage St. and Mariposa St.,  
 Mendocino, P.O. Box 1000

**WJB**  
 WALTER J. BROWN, INC.  
 10000 S. Main St., Eddy St., Sanger, Ca.,  
 95360-1000  
 (530) 337-2200 FAX (530) 337-2200



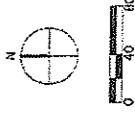


# VICTORY SQUARE

Providence, Rhode Island

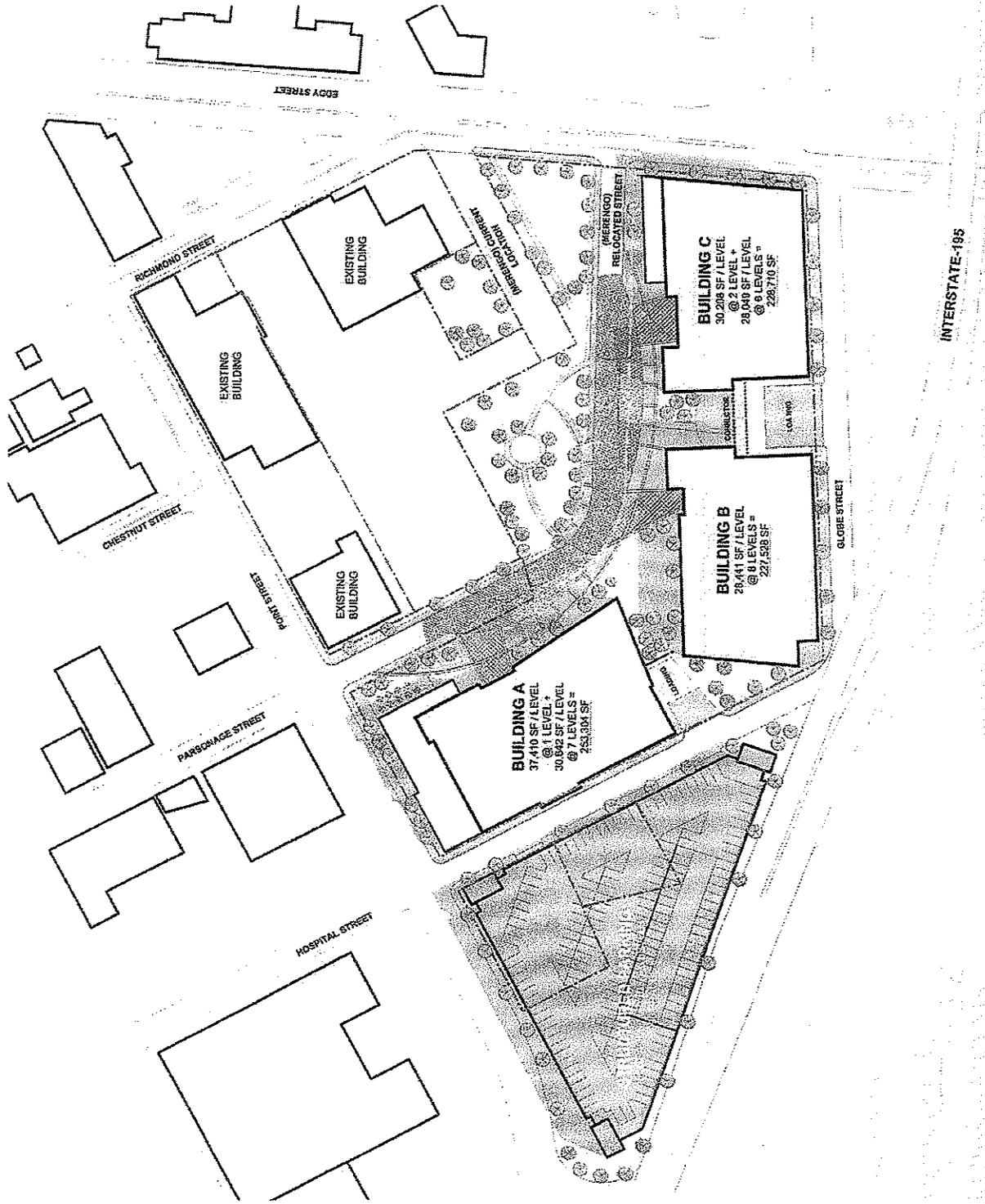
Commonwealth Ventures

Boston Science  
Development Group, LLC



**MLDP  
SUBMISSION**  
MASTER PLAN

PROPOSED  
IMPROVEMENTS PLAN  
GENERAL  
LANDSCAPE PLAN



INTERSTATE-195

# EXHIBIT 2

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# VICTORY SQUARE

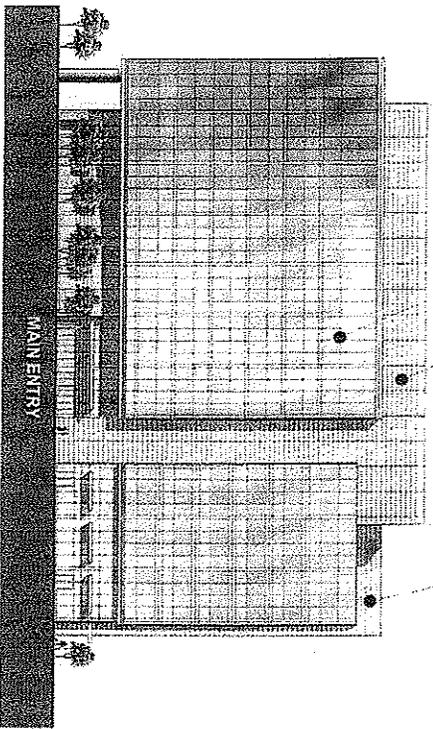
Providence, Rhode Island

Comprehensive Volume 2

Boston School  
Division of General, Inc.

COMPOSITE METAL PANEL  
GLASS CURTAIN WALL

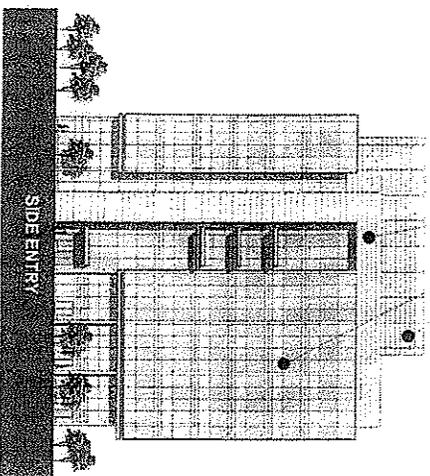
PRECAST CONCRETE



BUILDING A - EAST ELEVATION

COMPOSITE METAL PANEL  
GLASS CURTAIN WALL

PRECAST CONCRETE



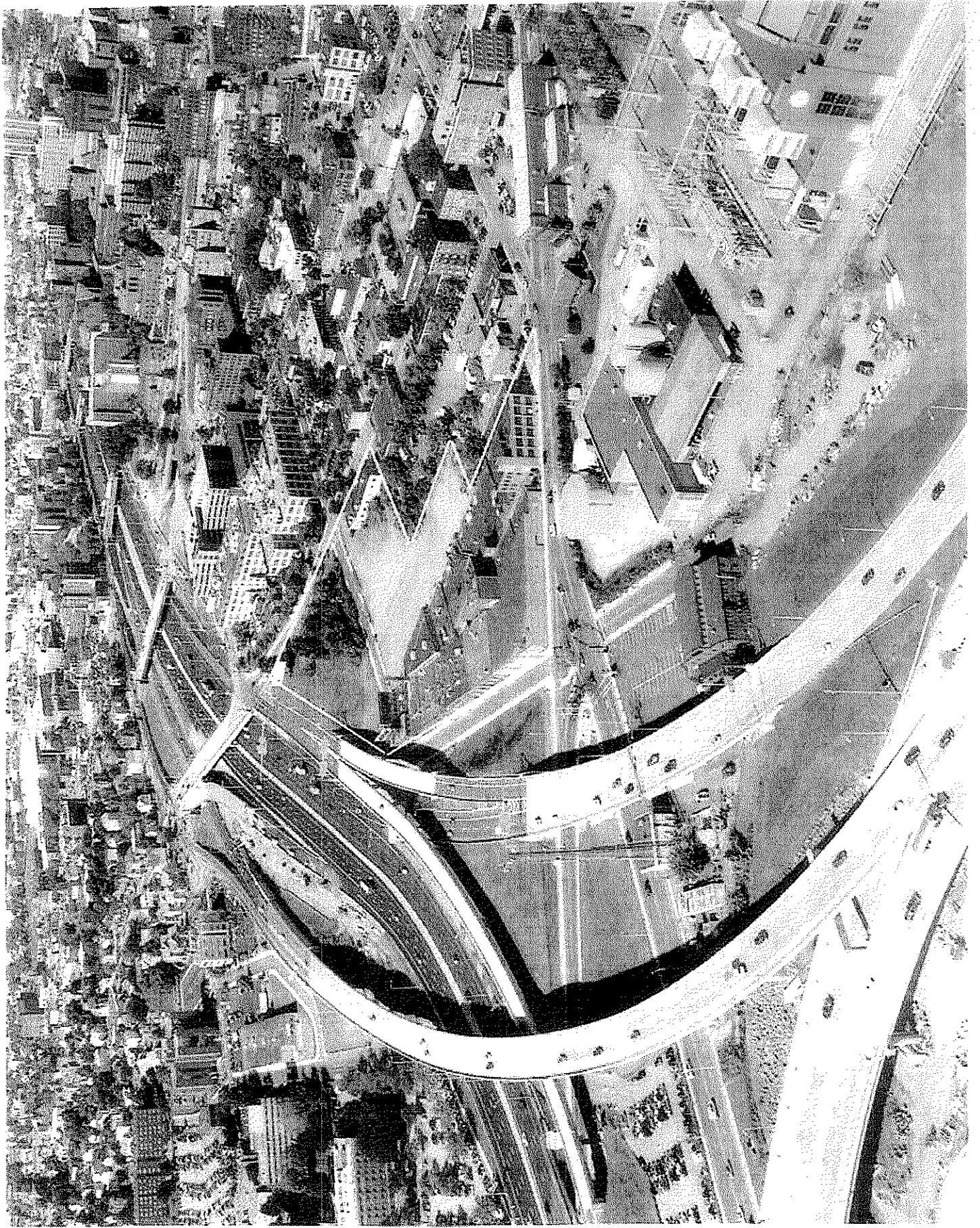
BUILDING A - NORTH ELEVATION

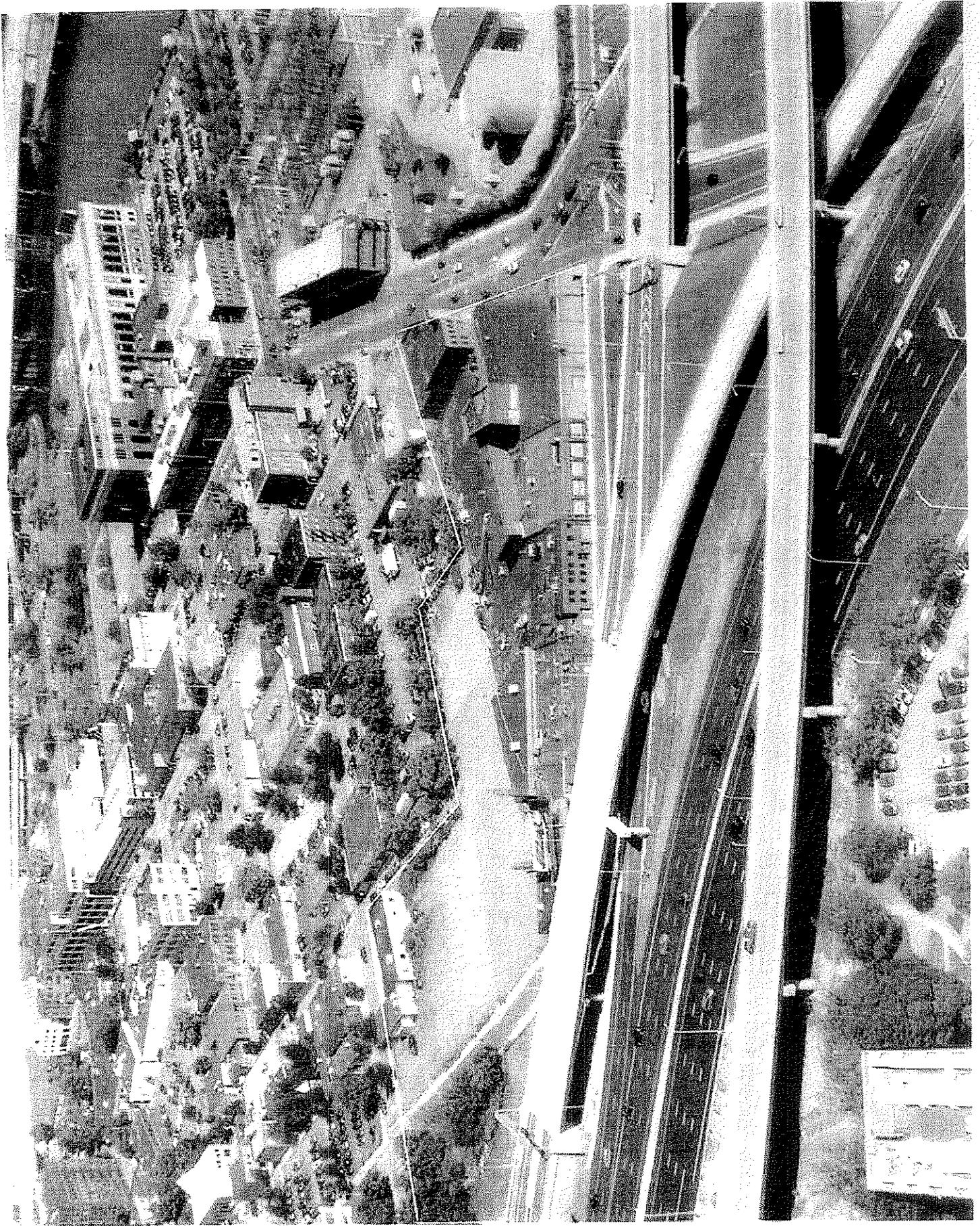
0 20 40

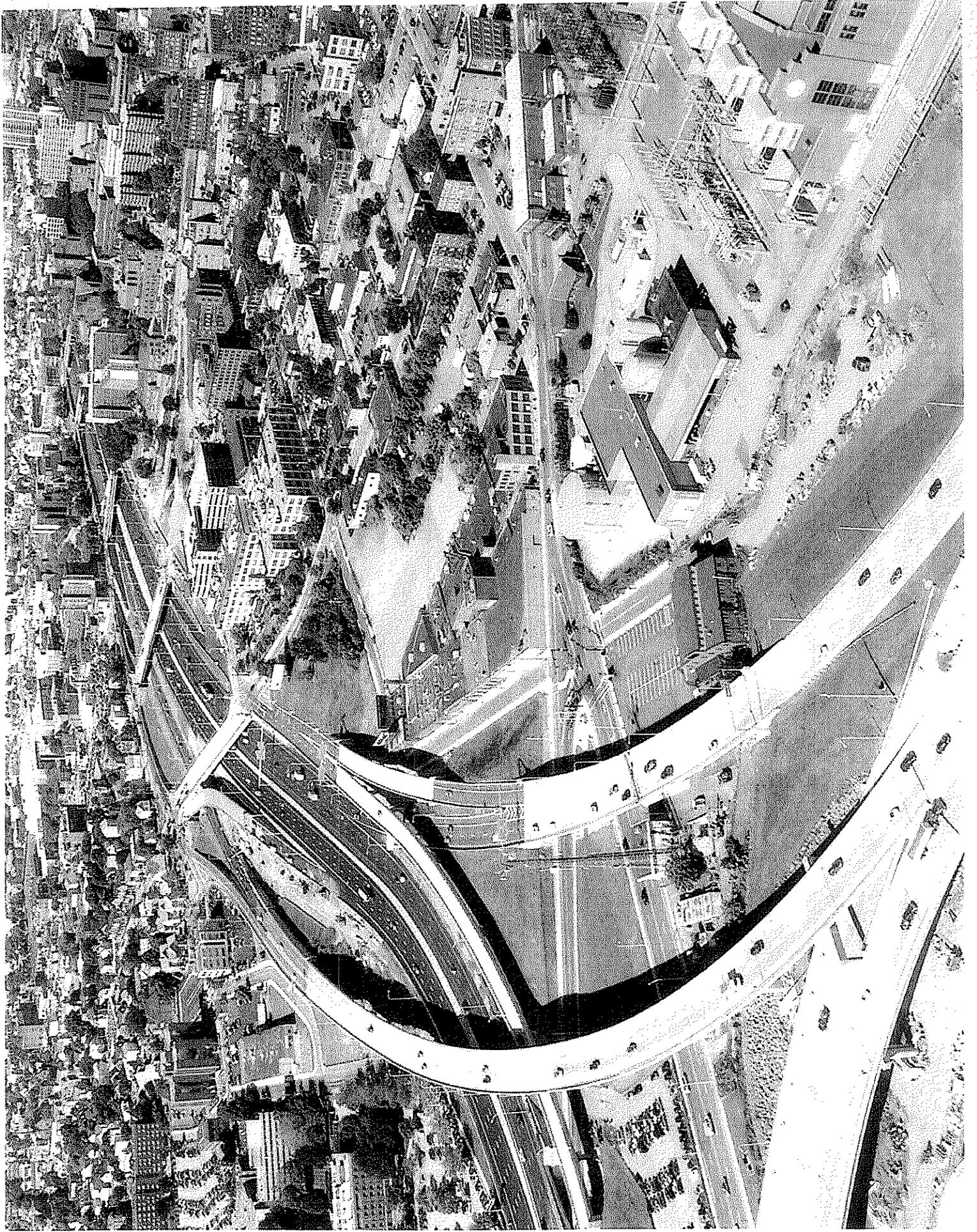
MILDP  
SUBMISSION  
MASTER PLAN

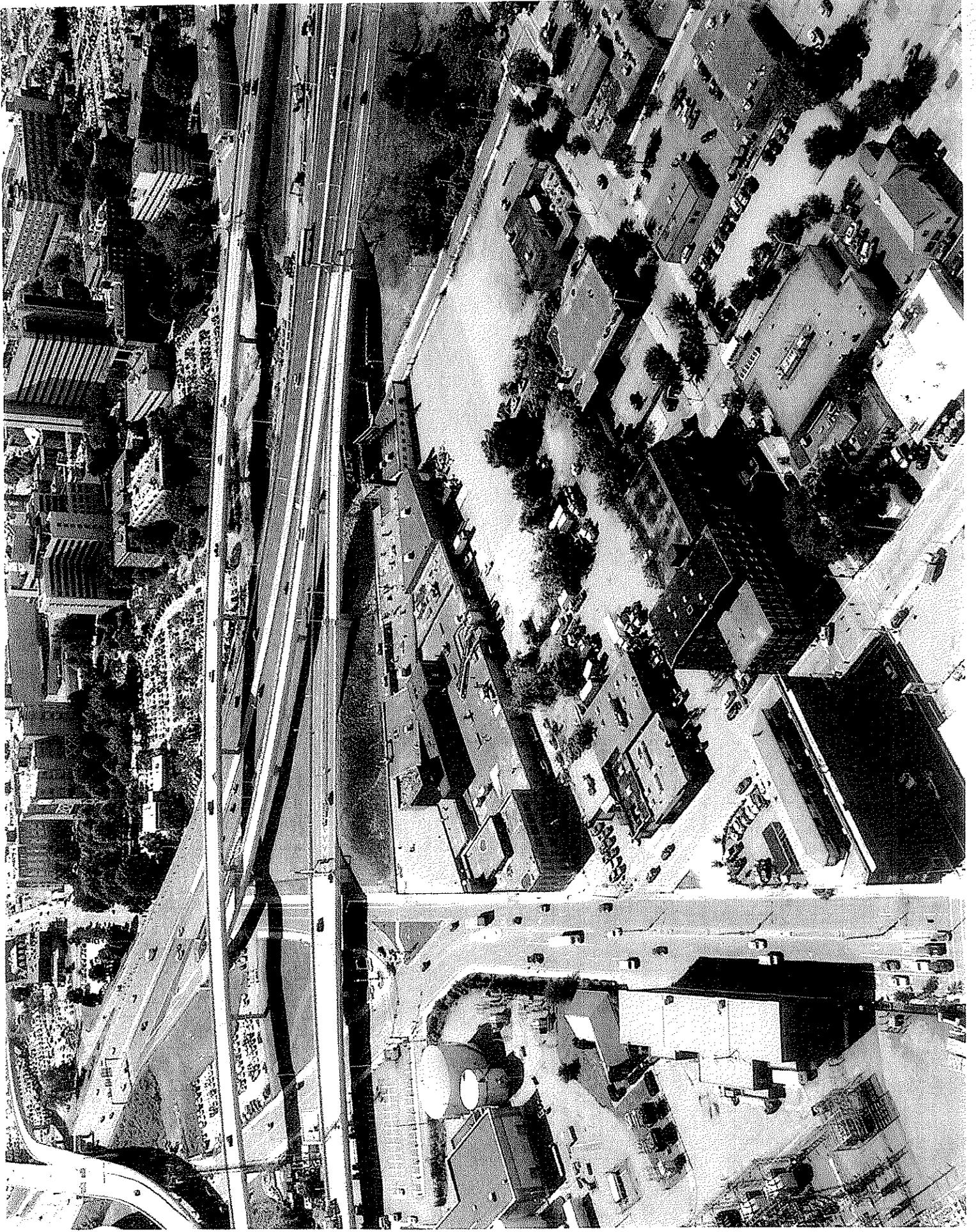
BUILDING A  
ELEVATIONS

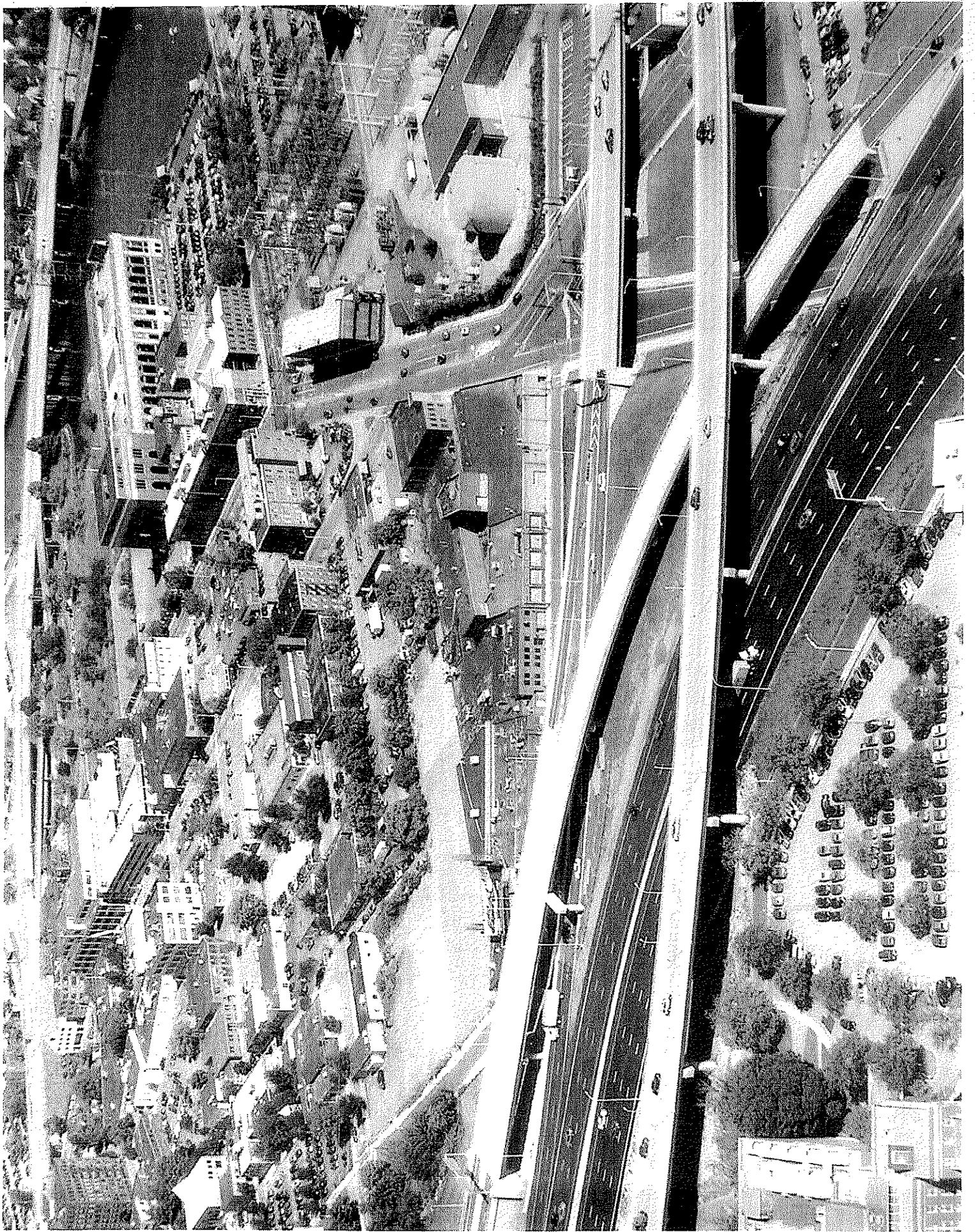


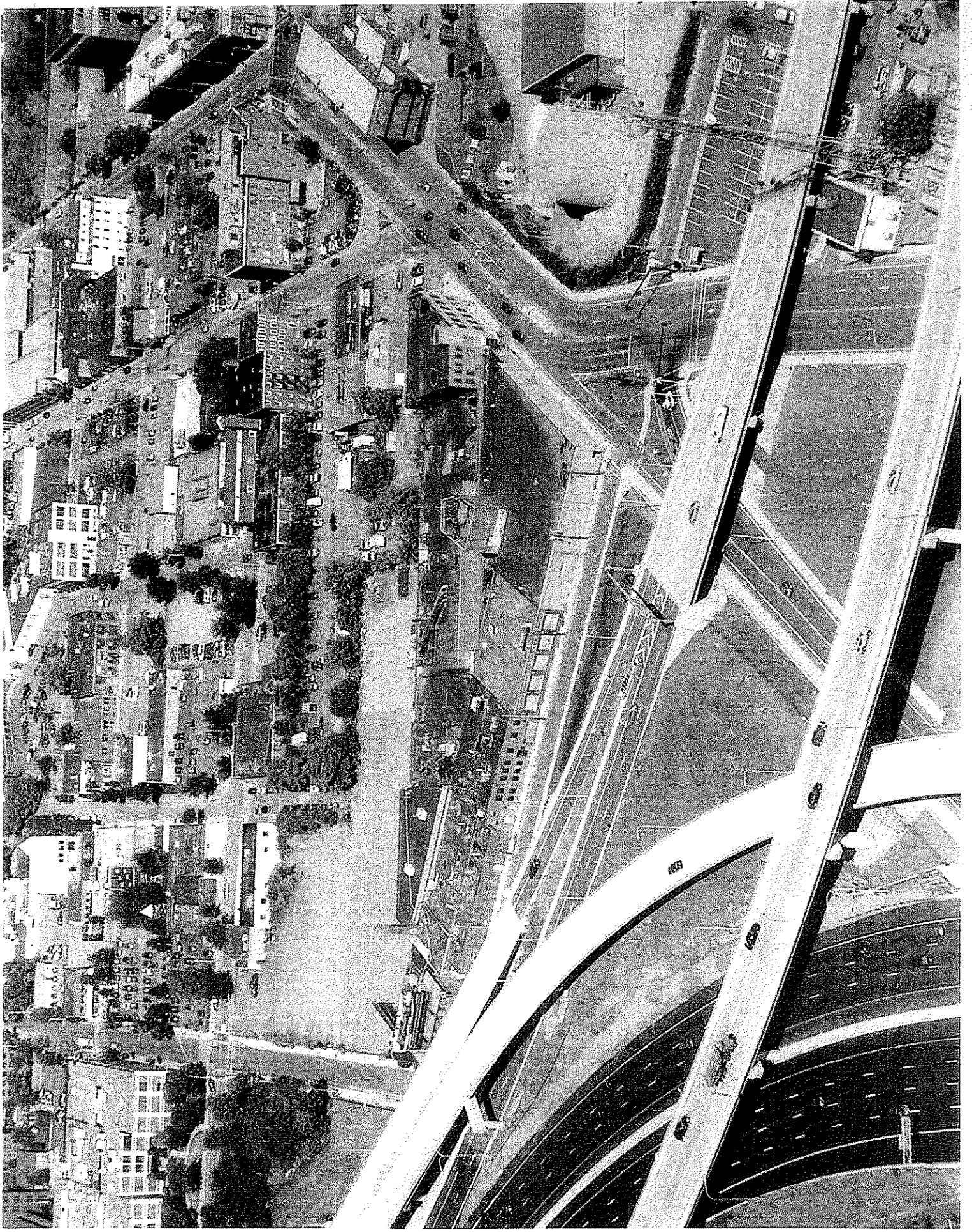


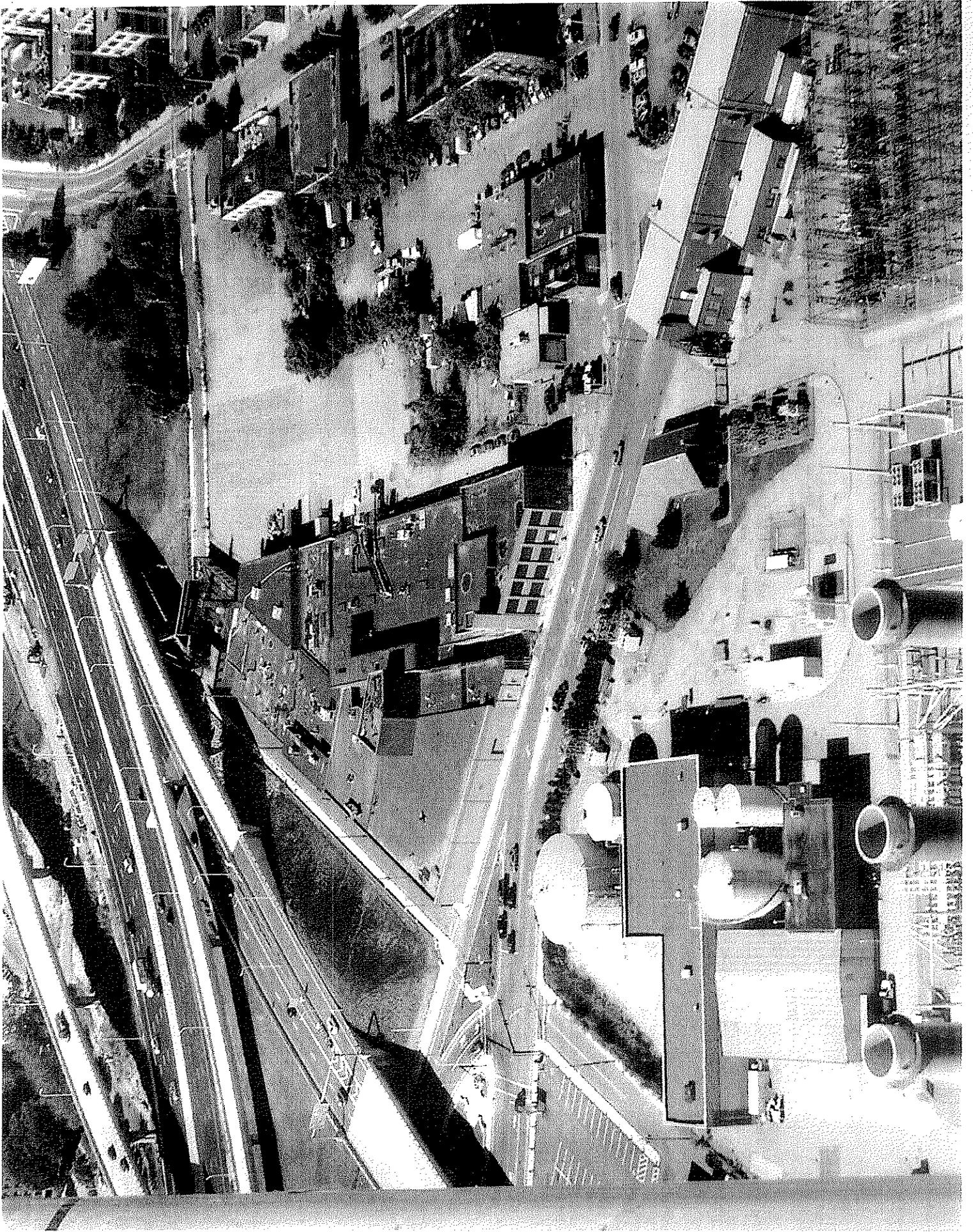


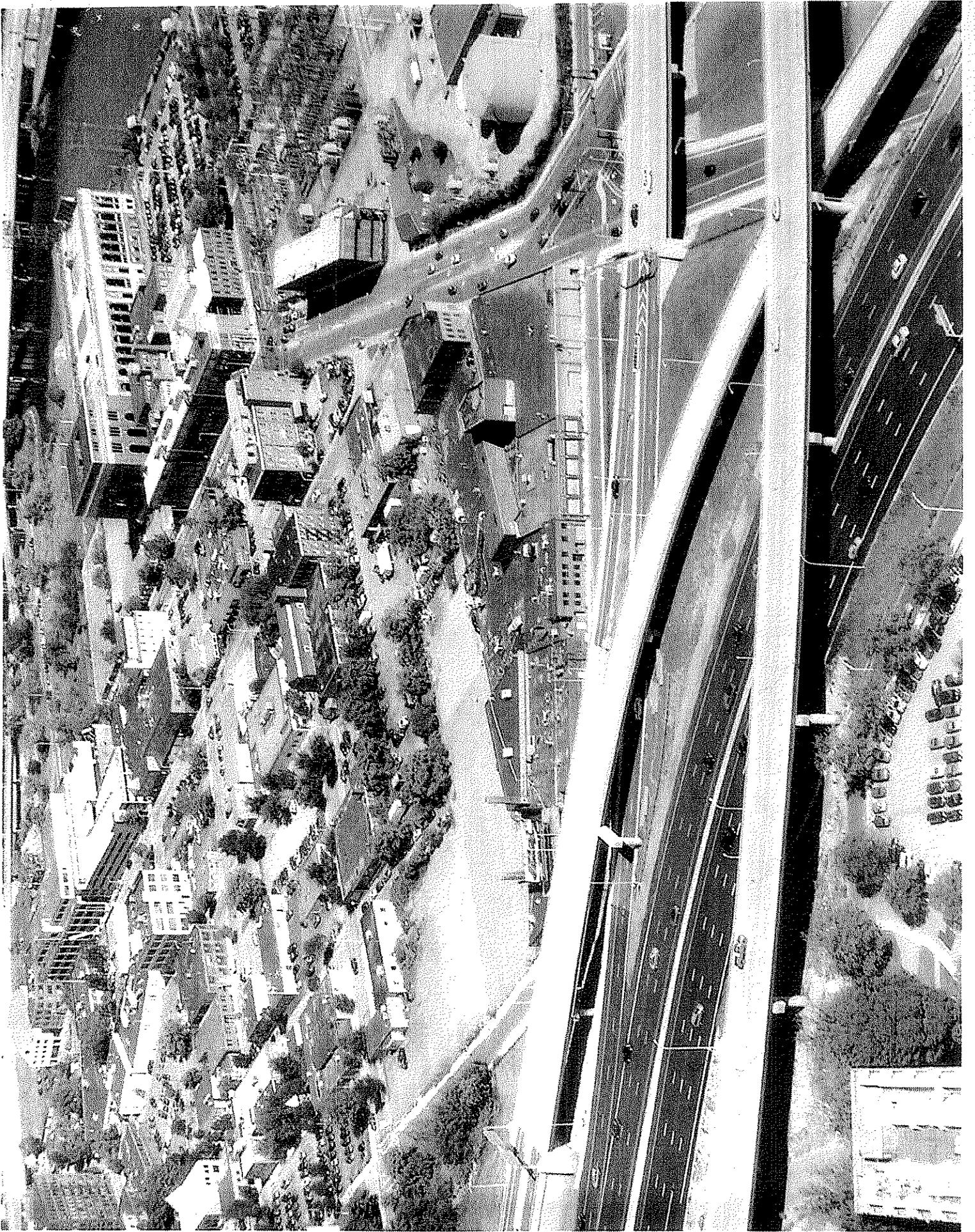


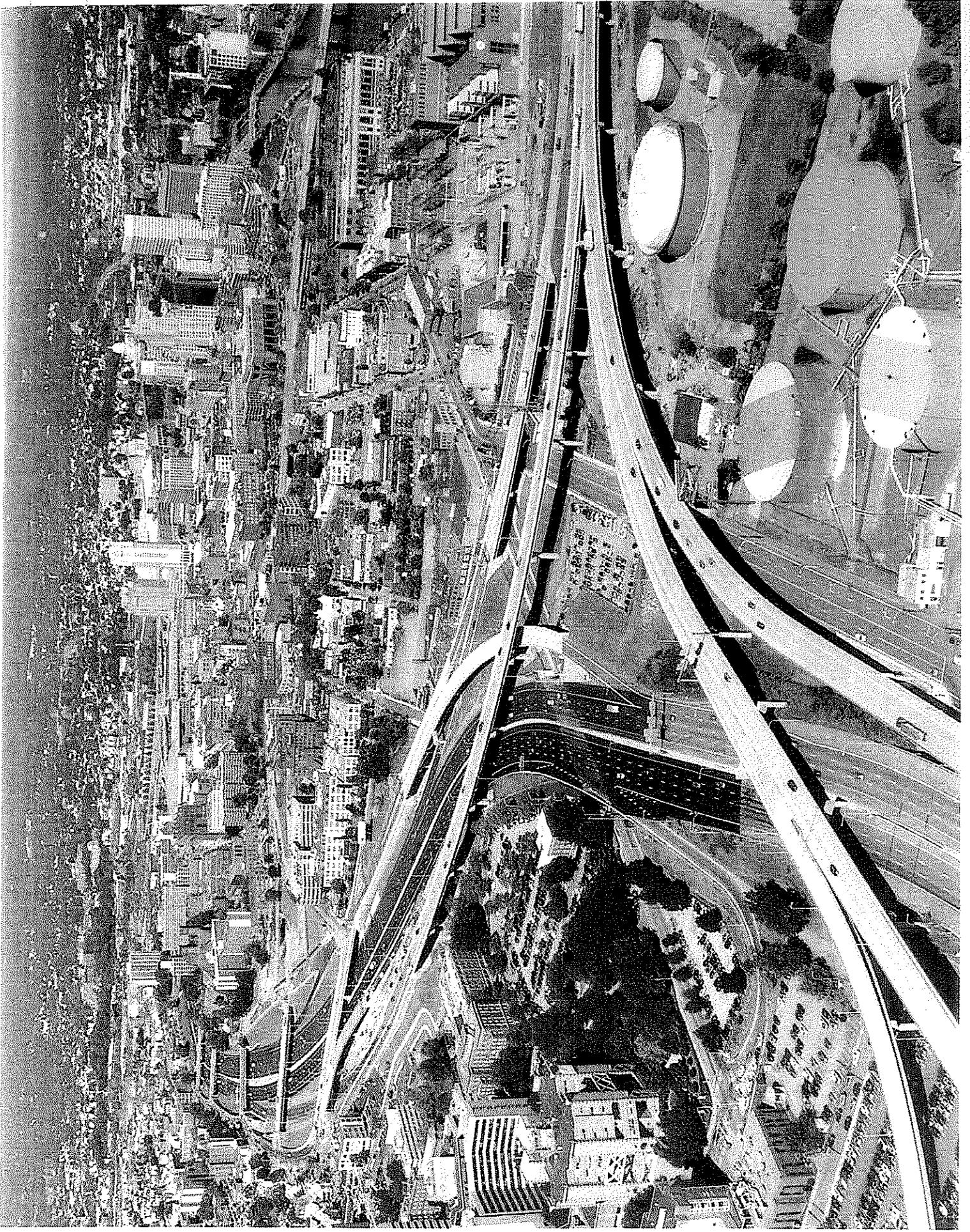














# EXHIBIT 3

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## What life sciences CEOs want. Found at Gateway Park!



- Space
  - > Five life sciences buildings totaling 550,000 square feet of flexible, adaptable lab space designed to meet the needs of research organizations (rent \$20-\$35 per sq. ft. versus \$45-\$95 in Boston/Cambridge) <sup>(1)</sup>
  - > Buildings designed to provide cutting-edge IT infrastructure (hard-wired as well as high-speed wireless access), complete redundancy of power sources
  - > City of Worcester regulations support biomedical and technical research. Smart buildings are designed to meet environmental and waste disposal needs
- Support Infrastructure
  - > A smooth, expedited permitting process (90 days average in Worcester, 3 years in Boston/Cambridge). <sup>(2)</sup> Worcester – first community to opt in to Massachusetts 43D permitting legislation.
  - > Worcester is an Economic Development Incentive Program “Economic Target Area (ETA)” – State tax incentives, 5% investment tax credit for equipment, municipal tax incentives
  - > The Massachusetts Opportunity Relocation and Expansion (MORE) Jobs Program
  - > \$1B Massachusetts Life Science Initiative: various funding opportunities
  - > Gateway Park anchors the 1<sup>st</sup> Massachusetts Growth District
  - > Clinical trial/FDA support through professionals at UMass Medical and other area hospitals
  - > Services: facilities design, workforce education, clean room maintenance, hazardous waste removal, gowning and garb services, instrument testing, glass wash, legal, accounting

## What life sciences CEOs want. Found at Gateway Park! (continued)



### • People

- > Home to a highly-educated workforce of professionals in science, technology, and management with 25% lower salary expectations than Boston/Cambridge<sup>(3)</sup>
- > World-class faculty researchers with valuable intellectual property
  - \* Craig C. Mello, Ph.D., UMass Worcester— Winner of the 2006 Nobel Prize in Physiology or Medicine
- > Rich pool of highly educated research assistants and lab technicians to help accelerate ideas and innovations
- > Continuum of training in Worcester: WPI partnership with K-12 programs, Massachusetts Academy of Mathematics and Science at WPI, new Worcester Technical High School (entire Academy focused on life sciences), vibrant community colleges, world-class colleges and universities
- > Affordable, superior quality of life; lower housing costs, etc.
- > 20 cultural attractions in close proximity: Hanover Theatre, Worcester Art Museum, Mechanics Hall, Higgins Armory Museum, etc.

## What life sciences CEOs want. Found at Gateway Park! (continued)



- \* Location
  - > Commute west in morning; east in afternoon. 15 minutes from Rt. 495;
  - > Intersection of I-290, I-190 (Bristol-Myers Squibb). Route 9 – UMass Medical three (3) miles away.
  - > Highly accessible airports:
    - \* TF Green International (Providence) – 40 minutes away
    - \* Bradley International (Hartford/Springfield) – one (1) hour away
    - \* Logan International (Boston) – one (1) hour away
    - \* Manchester Regional (Manchester) – 80 minutes away
  - > Rail station completely refurbished and restored – increased service from Boston
  - > New York City – three (3) hours away (by car)
- \* Access to Capital
  - > New Worcester-based angel investor fund, Boynton Angels; Close relationships with venture capitalists who understand the power and potential of life sciences research and engineering technology
  - > WPI Venture Forum; WPI/UMass contacts; MBI partnership
  - > MassDevelopment's Emerging Technology Fund
    - \* \$35 million fund provides loans up to \$2.5 million and guarantees of up to \$1 million to finance investment in real estate and equipment.

