



PROVIDENCE PRESERVATION SOCIETY

## REQUEST FOR PROPOSALS

Purchase of Shakespeare's Head | 21 Meeting Street | Providence, RI 02903

Submissions Due: Friday, May 31, 2024 at 5:00 pm



Photo Credit: Warren Jagger

## OVERVIEW

The Providence Preservation Society (PPS) invites proposals to purchase the Shakespeare's Head building (built 1772) from a qualified respondent with a track record of restoring or maintaining historic buildings, and a plan for the best-fit and highest use of the property. The property will be sold with a Preservation Easement held by Preserve Rhode Island. A video walk-through of Shakespeare's Head is available [here](#).

Shakespeare's Head is located at 21 Meeting Street in the College Hill Historic District of Providence, Rhode Island on the East Side. It is one of the oldest homes in Providence. The next owner will be only the sixth steward of this pre-Revolutionary property in over 250 years.

- Lot Size: 10,727 square feet (.246 acres).
- Building: 3,663 square feet above grade with 3 kitchenettes and 3 bathrooms
- Zoned C2 (General Commercial District), allowing residential, commercial and/or live-work use ([Link to Zoning Ordinance User's Manual](#)).
- Parking depends on use; the current parking lot accommodates 2-3 cars, and the future owner may expand parking in designated areas.
- Estimated value: \$820,000

## BACKGROUND

Shakespeare's Head is one of the oldest homes in Providence; it is among the city's most authentic surviving examples of colonial architecture, as updates that have been made over the last 250 years have for the most part left the home's flow of interior rooms and staircases intact. When the three-story clapboard building was built, four years before the American Revolution, the town of Providence ran along the east bank of the Providence River for about a mile, putting Shakespeare's Head near the banks of the Great Salt Cove in the northern part of the town (see map).

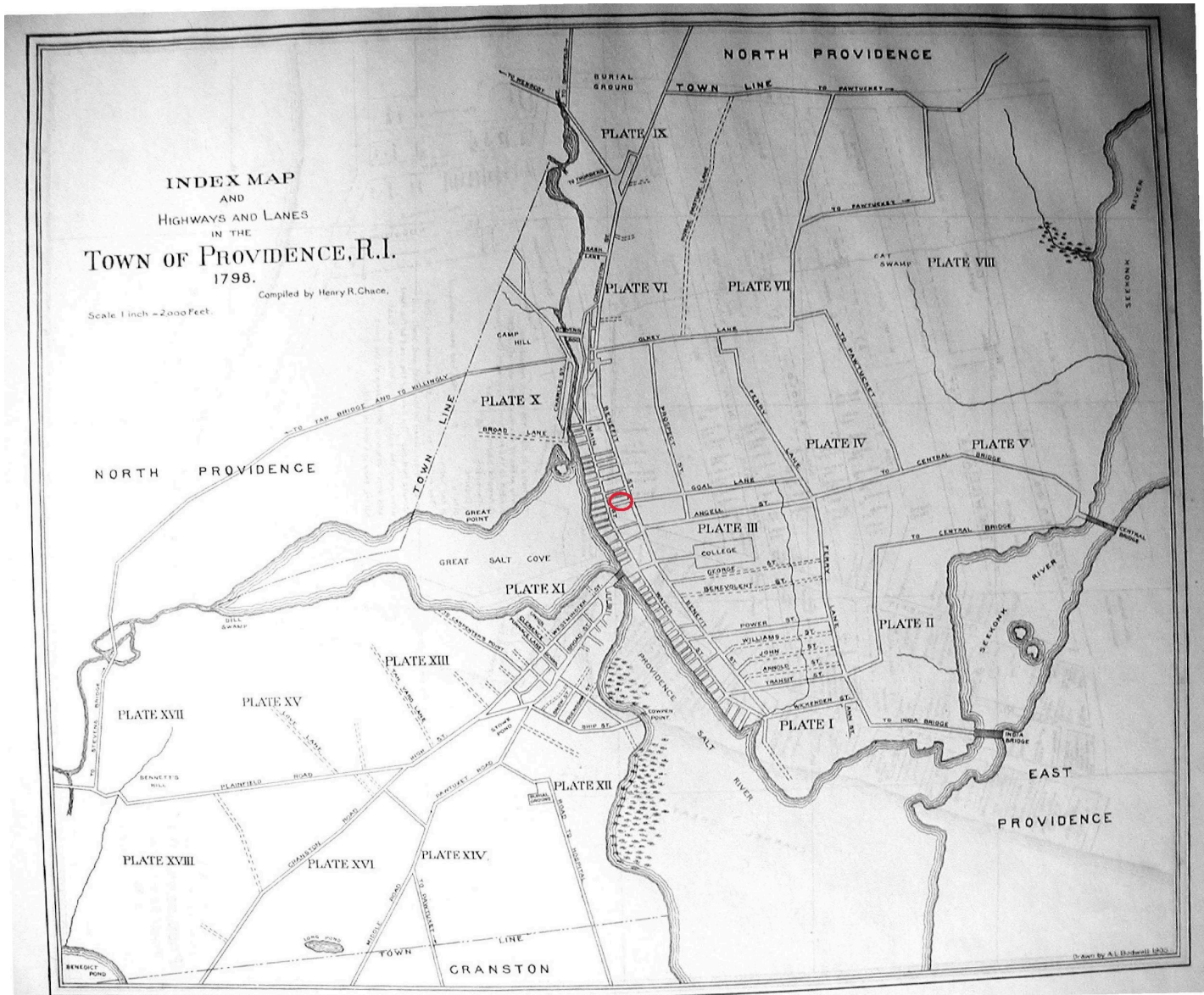
The building originally served as a printing office, shop, boarding house and home of John Carter, printer and publisher of the town's first newspaper, the *Providence Gazette*, precursor to the *Providence Journal*. The property was given to John Carter's wife, Amey, by her father, John Crawford. A sign displaying an image of William Shakespeare marked the shop's location (the printing press was in the basement level). Carter had apprenticed with Benjamin Franklin in Philadelphia; When Franklin became Postmaster General of the colonies, he appointed Carter the Postmaster of Providence in 1775, a position he held through 1792. During that time, a corner of the house served

as Providence's first post office. Around the turn of the 19<sup>th</sup> century, the printing press moved out, but the building remained a home to the Carter family through the 1800s.

In 1906, Shakespeare's Head was purchased by the New York, New Haven, and Hartford Railroad Company during the construction of the railroad and nearby tunnel. In 1925, it was acquired by James Stockard, who owned What Cheer Garage across the street, now RISD studio space. Stockard rented out rooms in the house, including to artists for use as studio space, but by the early 1930s the house was vacant.

In 1937 the house was condemned by Providence's building inspector and was slated for demolition. At this point, a group of early preservationists formed the Shakespeare's Head Association (SHA) for "the purpose of preserving historical and architectural antiquities in the City of Providence, including the acquisition, preservation and maintenance of the building located at 21 Meeting Street, known as Shakespeare's Head, as well as other buildings of historical and architectural interest, and of carrying out a general program of activities requisite exclusively for the foregoing purposes." Its members included Henry Sharpe, Abby Burgess, Martha Day, John Hutchins Cady, Henry Hart, and John Wells. They purchased the building in 1938 and in 1939, commissioned a landscape plan from James Graham in the colonial revival style, which remains the garden's current design.

The Carolina Silverbell tree in the upper gardens has been given an honorary designation of "Champion Tree" by the nonprofit Rhode Island Tree Council due to its size and maturity. In addition, it should be noted that in 2004, the City passed a regulation in its Zoning Ordinance (Article 1503 B – "Significant Tree Preservation") that protects trees 32 inches in diameter or greater (measured 4.5 feet above the ground), regardless of location. No "Significant Tree" shall be removed without prior permission of the City Forester. Any person wishing to remove a Significant Tree shall file a request to do so with the City Forester. The request must meet certain criteria in order to receive approval, most notably that the tree poses a danger to human safety, health, and welfare.



In 1954, SHA board meeting notes relate that there were plans to make Shakespeare's Head into a museum of printing arts, but that idea foundered, so the decision was made to begin renting space out to civic groups such as the Girl Scouts, the Junior League of Rhode Island, and the Federation of Garden Clubs. By 1983, SHA board meeting notes relate that the board wanted to be relieved of their responsibilities -- by this point, the board hadn't held a meeting or collected dues in three years and the building was in need of repairs estimated to cost \$50,000-100,000. They discussed the possibility of selling the building, turning it into a house museum, or transferring ownership to two SHA members, PPS and the Junior League, who could raise funds for the restoration of the building from their members. At this time, tenants include PPS, the Revolving Fund, the Junior League, Common Cause, and the Federation of Garden Clubs, with three rooms rented out for use as artist's studios.

In 1984, PPS and the Junior League agreed to the transfer. Restoration and renovation work carried out in the 1980s and 1990s included a new kitchen and bathroom on the second floor, new mechanicals and exterior landscaping. In 2013, PPS became the sole member of the SHA and steward of the building when the Junior League of RI withdrew from the ownership agreement. In 2015, the SHA finally dissolved, nearly eighty years after its founding, and PPS became the sole owner of the building. Over the last 20 years, the SHA and PPS have invested more than \$300,000 in the restoration, repair and maintenance of Shakespeare's Head, and have stewarded restoration grants totaling nearly \$100,000 from donors such as the Champlin Foundation.

## PRESERVATION EASEMENT

PPS has determined that selling the property to a private owner, one who appreciates and will care for the building, is the best way to ensure the historic building will be preserved in the future and contribute to the sense of place of the College Hill Historic District. PPS will grant a Preservation Easement to [Preserve Rhode Island](#) prior to their sale of 21 Meeting Street, ensuring that the property will be conveyed to the new property owner with preservation protections on record. A Preservation Easement is designed to guarantee the protection of this historic place in perpetuity. Preserve RI is a nonprofit organization that holds Preservation Easements and works with property owners to protect historic places for the future.

The Preservation Easement is a legal document that will be recorded in the land records and is binding on the buyer and all future owners of the building. The Preservation Easement focuses on the exterior appearance and select interior spaces, and requires that the structure remain in good condition. The Preservation Easement also pre-approves certain repairs the new owner may want to undertake, as well as establishes a process for the new owner to seek approval for other changes they may propose in the future. A Preservation Easement provides permanent protection of a historic property. Preserve RI draws upon its expertise in historic preservation projects to provide advice and contractor referrals. In overseeing the terms of the Preservation Easement, Preserve RI are advocates to help property owners be great caretakers of the historic resource. Changes to historic buildings are inevitable and improvements are encouraged. Preservation is often best achieved when a building is activated and functional. The intent of the Preservation Easement is to ensure that proposed alterations to Protected Features are done in a manner that is sympathetic to the historic building.

The Preservation Easement will:

- Prohibit demolition of the building, except when required by a casualty event.
- Require that the building and grounds be kept in good repair.
- Protect the open space and scenic qualities of the property.
- Allow for the continued maintenance of the building and landscape, without requiring prior review for ordinary maintenance and repairs.
- With prior approval of Preserve RI, allow for the construction of an addition and/or accessory structures in designated areas.
- Allow for ordinary landscape maintenance and the addition of garden structures.
- With prior approval of Preserve RI, allow for a new driveway and expanded parking area in designated areas.
- Allow for upgrades to the electrical, plumbing, and HVAC systems, with prior approval of Preserve RI.

In addition, Shakespeare's Head is located in Providence's College Hill Historic District; specified exterior alterations or additions to the building must therefore undergo review of the Providence Historic District Commission (HDC). The City's [Standards and Guidelines](#) outline the changes that are reviewed and approved by the HDC. Items that are usually exempt from review include painting, lighting, hardware, portable AC units, and garden furnishings.

## TIMELINE

RFP Issued: April 30, 2024

Questions Due: May 24, 2024 at 5:00 pm. Questions that are submitted any time up through May 24 at 5:00 pm will be answered within three business days. PPS cannot guarantee that questions submitted after May 24 at 5:00 pm will be answered prior to May 31. **All questions must be submitted via email only to [mbrown@ppsri.org](mailto:mbrown@ppsri.org).**

Proposals Due: May 31, 2024 by 5:00 pm

Selection Decisions: June 30, 2024 (anticipated)

*Showing dates/times are available upon request to the Executive Director via email at [mbrown@ppsri](mailto:mbrown@ppsri.org). Please make a request at least one week in advance of a desired show date. Requests that are received to visit Shakespeare's Head less than one week from the desired date may not be able to be accommodated.*

*Note: All questions and answers pertaining to the property, the RFP, the Preservation Easement, submission requirements, and proposal evaluation will be anonymized and posted publicly on PPS's website in a Q&A section on [this page](#).*

## SUBMISSION REQUIREMENTS

A complete proposal should be sent as a single PDF and must include the following elements:

- A cover letter addressed to PPS that identifies the respondent(s) and/or the purchaser if they are different, and contains the name, title, and contact information of the person who will be the primary point person for the respondent and to whom PPS may direct questions regarding the proposal, including address, email, and telephone number.
- The proposed purchase price and closing date as well as details about financing, proposed contingencies and needs (time period and access) for due diligence.
- A summary describing the respondent's organization, if any, its principals and managing members, and its mission or services.
- A proposal narrative describing how the property will be used addressing these questions:
  - Why is Shakespeare's Head the right property for you and your operations?
  - What are your short-term goals for the property (0-36 Months)? This may include renovation plans.
  - What are your future goals for the property?
  - Describe your current historic property holdings and/or experience in the restoration or maintenance of historic properties.
  - Do you have any experience with properties subject to Preservation Easements or Historic District regulations? If so, please list the properties and summarize this experience.
  - Do you envision that the building or the garden would be publicly accessible to some degree? Please describe.
  - What past experience(s) has/have most directly led you to respond to this proposal?

- A statement affirming that the respondent will agree to a final Preservation Easement having the purpose described above.
- Three references relevant to the respondent's business or operations (please provide a contact person, address, email address and telephone number).
- Optional: letters of support from proposed partners, if any.

## DELIVERY AND SELECTION OF OFFERS

Final proposals must be received by email by 5:00 pm on Friday, May 31, 2024 to Marisa Brown at [mbrown@ppsri.org](mailto:mbrown@ppsri.org).

PPS will rank all proposals received based on purchase price, feasibility of financing, buyer's track record of restoring or maintaining historic properties, envisioned use of the building and garden, and the risk/likelihood of closing within a reasonable timeframe, together with any other factors it may consider in its sole discretion. The first highest ranked offer will be notified by June 30, 2024 at which time a good faith effort will be made to negotiate and execute a Purchase and Sale Agreement acceptable to both parties. PPS makes no assurances, however, that it will either execute a Purchase and Sale Agreement or convey the property or any portion of it to the party who submits the highest-ranked offer or to any other party who submits a proposal in response to this Request for Proposals. PPS reserves the right to negotiate the terms of the proposal with the respondent and/or ask for additional or clarifying documentation to assist in making its selection.

If PPS is unable to come to an agreement with, or for any other reason does not ultimately convey the property to, this interested buyer, then the next highest ranked offer(s) will be contacted. The Purchase and Sale Agreement will require a nonrefundable deposit and is envisioned to grant the buyer a reasonable period of time to complete necessary due diligence. All interested buyers are fully and solely responsible for the information that their decisions are based on. Information provided is believed to be correct, but PPS shall be held totally harmless for any errors, misinformation or misprints of facts or data.

PPS reserves the right to reject any and all offers. **All interested parties are advised to independently confirm all information before relying on it in a purchase decision.**

Questions and communications to PPS regarding this RFP should be addressed via email to: Marisa Brown, [mbrown@ppsri.org](mailto:mbrown@ppsri.org).



## APPENDICES

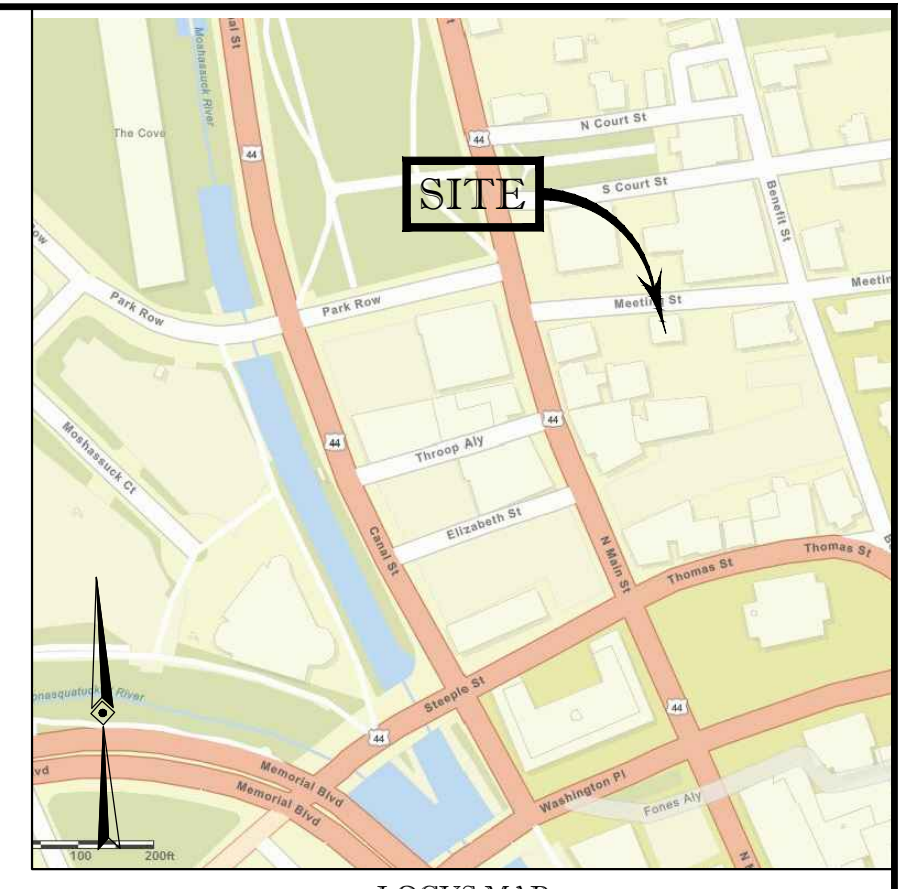
Site plan

Site plan, showing possible location for expanded parking

Floor plans for the garden level, first, second and third floors

Shakespeare's Head garden plan (1939) and photographs of the garden

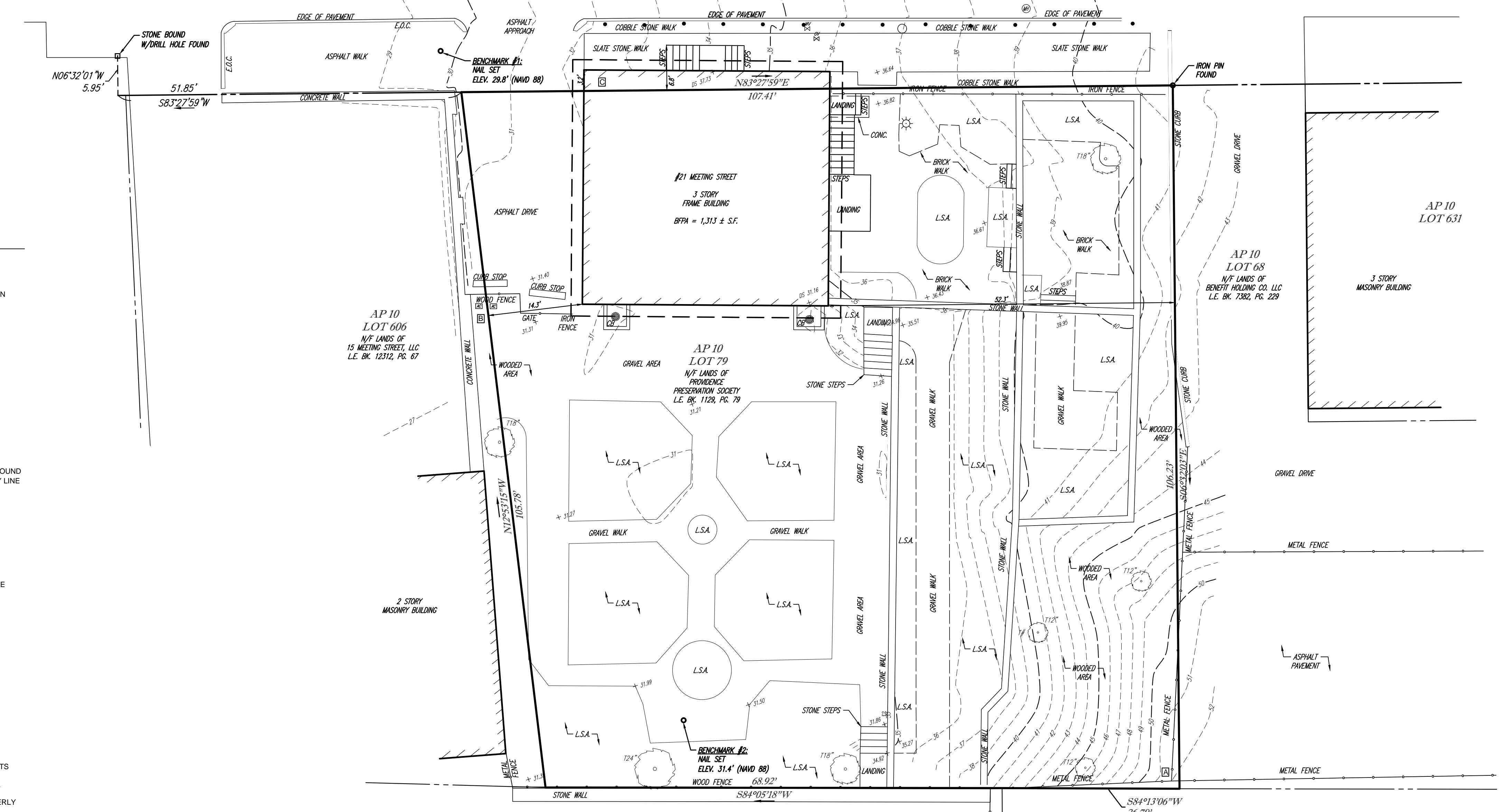
Draft Preservation Easement



LOCUS MAP  
© 2018 ESRI WORLD STREET MAPS

# MEETING STREET

(PUBLIC - 43.13' WIDE)  
(ASPHALT ROADWAY)



- ### LEGEND
- 124 --- EXISTING CONTOUR
  - x 123.45 EXISTING SPOT ELEVATION
  - x DS 123.45 EXISTING DOOR SILL ELEVATION
  - EM ELECTRIC METER
  - OW OVERHEAD WIRES
  - UP UTILITY POLE
  - UPLP UTILITY POLE/LIGHT POLE
  - MH UNKNOWN MANHOLE
  - O.H. OVERHEAD
  - L.E. BK. LAND EVIDENCE BOOK
  - P.C. PAGE
  - L.S.A. LANDSCAPED AREA
  - B.F.P.A. BUILDING FOOTPRINT AREA
  - S.F. SQUARE FEET
  - 1.0' OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
  - LAMP
  - E.O.C. EDGE OF CONCRETE
  - WATER VALVE
  - GAS VALVE
  - BOLLARD
  - DECIDUOUS TREE & TRUNK SIZE
  - CB CATCH BASIN OR INLET

### NOTES:

1. PROPERTY KNOWN AS LOT 79 ON THE CITY OF PROVIDENCE, PROVIDENCE COUNTY, STATE OF RHODE ISLAND TAX ASSESSORS MAP NO. 10.
2. AREA = 10,727 SQUARE FEET OR 0.246 ACRES.
3. UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. BEFORE ANY SITE EVALUATION, PREPARATION OF DESIGN DOCUMENTS OR EXCAVATION IS TO BEGIN, THE LOCATION OF UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE PROPER UTILITY COMPANIES.
4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY SARDELLI SURVEY, LLC AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.
6. BY GRAPHIC PLOTTING ONLY PROPERTY IS LOCATED IN FLOOD HAZARD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER REF. #2.
7. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS UTILIZING THE ACORN VRS NETWORK (UCONN).
8. THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.
9. THIS SITE CONSISTS OF A WOOD FRAME BUILDING SURROUNDED BY BRICK WALKS AND LANDSCAPING. SOME POSSIBLE ENCROACHMENTS WERE OBSERVED AND NOTED. APPARENT LIMITS OF OCCUPATION ARE AS SHOWN.
10. SITE WAS FLIGHT ON SEPTEMBER 16, 2020 BY SARDELLI SURVEY, LLC USING A PHANTOM 4 PRO QUADROPTER AT ROUGHLY 120' ALTITUDE.
11. LAND DESCRIBED IN LAND EVIDENCE BOOK 481, PAGE 195, DESCRIBES LOTS 68, 631 AND 79.
12. EASEMENTS DESCRIBED IN LAND EVIDENCE BOOK 688, PAGE 401, DESCRIBES A TUNNEL TUBE AND RAILROAD TRACKS RUNNING UNDER LOTS 68 AND 79.

### REFERENCES:

1. THE TAX ASSESSOR'S MAP OF THE CITY OF PROVIDENCE, PROVIDENCE COUNTY, STATE OF RHODE ISLAND, SHEET #10.
2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, PROVIDENCE COUNTY, RHODE ISLAND (ALL JURISDICTIONS), PANEL 308 OF 451," MAP NUMBER 44007C0308J, EFFECTIVE DATE: OCTOBER 2, 2015.
3. MAP ENTITLED "CONDOMINIUM SITE PLAN OF 188 BENEFIT STREET CONDOMINIUMS UNIT NO. S 1-6 ASSESSORS PLAT 10, LOT NO. 55 & 68 188 BENEFIT STREET, PROVIDENCE, RHODE ISLAND, PREPARED FOR BENEFIT HOLDING CO., LLC," FILED IN THE CITY OF PROVIDENCE AS DOC. NUMBER 01000322.

ZONING INFORMATION  
C-2 (GENERAL COMMERCIAL) DISTRICT  
HISTORIC OVERLAY DISTRICT  
SOURCE: CITY OF PROVIDENCE

ITEMS	REQUIRED
MIN LOT AREA	NONE
MIN FRONTAGE	200'
MIN FRONT YARD	0'-5"
MIN SIDE YARD	NONE
MIN REAR YARD	NONE
MAX BUILDING HEIGHT	50'4 STORIES
MAX BUILDING COVERAGE	NONE

NOTE: ZONING COVERAGE CRITERIA IDENTIFIED HEREON ARE BASED UPON PRELIMINARY RESEARCH AND PRESENTED FOR REFERENCE ONLY. SAME MUST BE CONFIRMED WITH LOCAL ZONING OFFICIAL AND LEGAL COUNSEL TO CONFIRM VALIDITY.

NO.	ADDED SPOT GRADES	NA	J.L.S.	J.L.S.	11-16-20
1	REVISED PER CLIENT COMMENTS, 2020-10-16	NA	J.L.S.	J.L.S.	10-22-20
NO.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN	APPROVED	DATE

FIELD DATE: 7-15-20  
9-15-20

FIELD BOOK NO. -

FIELD BOOK PG. -

FIELD CREW: J.L.S., N.C.C.

DRAWN: N.C.C.

APPROVED: J.L.S. DATE: 10-7-20

SCALE: 1"=10'

FILE NO: SS20035

DWG. NO: 1 OF 1

**BOUNDARY & LOCATION SURVEY**  
21 MEETING STREET  
A.P. 10, LOT 79  
CITY OF PROVIDENCE  
STATE OF RHODE ISLAND

**Sardelli Survey, LLC**  
& Environmental Services

WWW.SARDELLISURVEY.COM  
MAILING: P.O. BOX 1017  
CHARLESTOWN, RI 02813  
OFFICE - (401)837-3364

STREET INDEX:  
1) MEETING STREET

THE PURPOSE OF THIS SURVEY IS TO SHOW THE EXISTING SITE FEATURES RELATIVE TO THE PROPERTY BOUNDARY LINES.

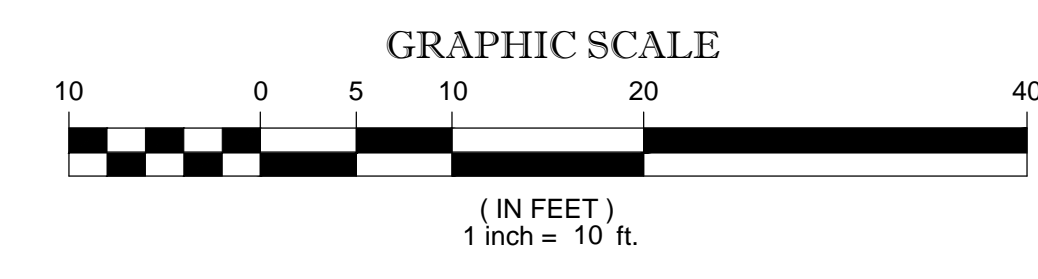
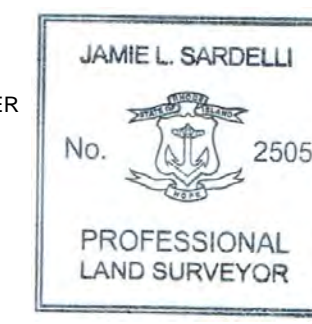
THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO 435-RICR-00-00-1.9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON OR AFTER NOVEMBER 25, 2015.

COMPREHENSIVE BOUNDARY SURVEY  
HORIZONTAL ACCURACY: CLASS 1 (1:10,000)  
VERTICAL ACCURACY: T-1 (SEE NOTE #7)

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLACK INK SEAL

**JAMIE L. SARDELLI**  
PROFESSIONAL LAND SURVEYOR #2505, COA #710

DATE: 11-16-20



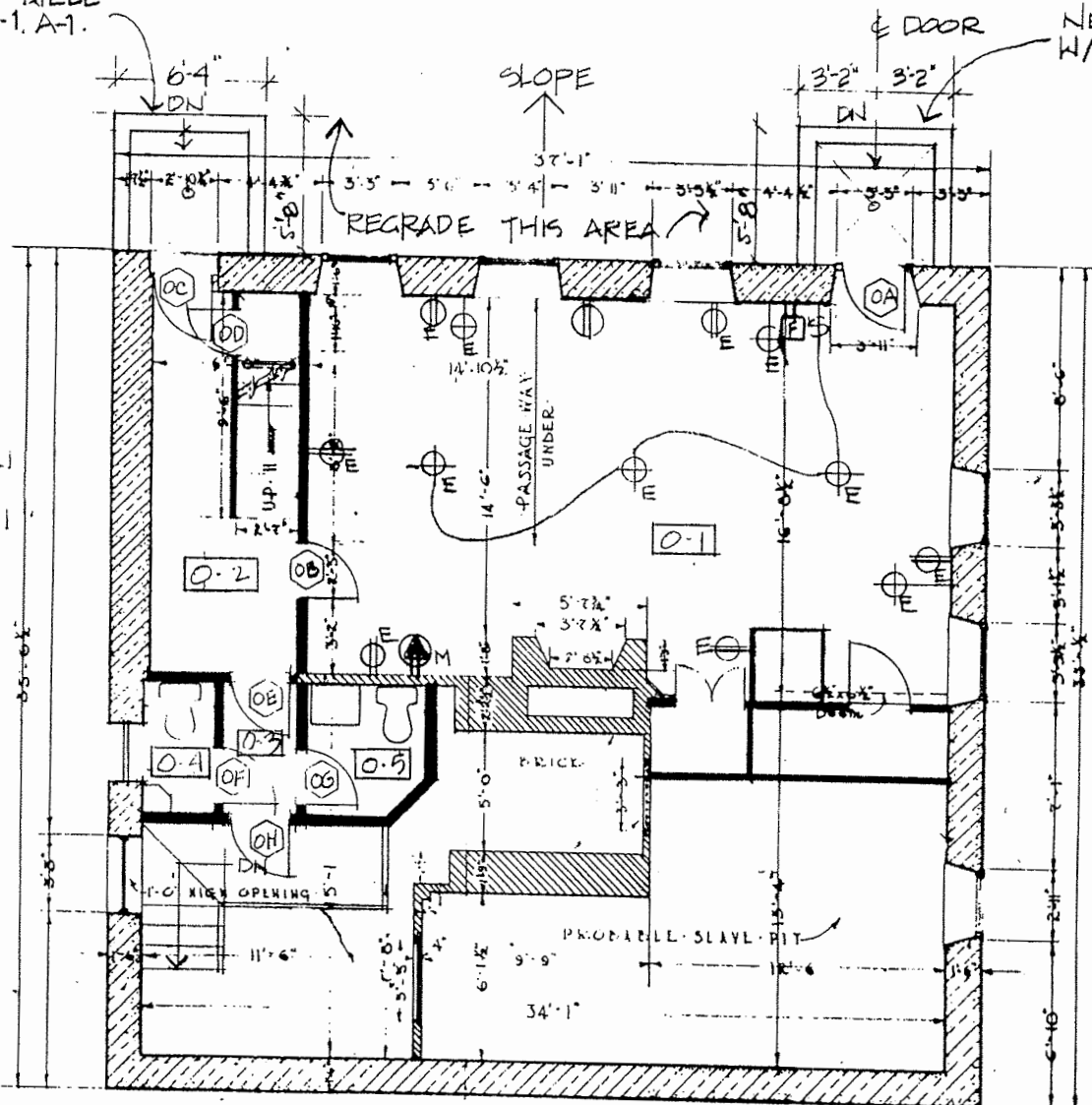
THE STATE OF RHODE ISLAND REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE.

SARDELLI SURVEY, LLC - ALL RIGHTS RESERVED. NO OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED. WITHOUT THE WRITTEN PERMISSION OF SARDELLI SURVEY, LLC, IS PROHIBITED.



NEW STONE ENTRY WELL  
W/DRAIN. SEE P-1, A-1.

NEW STONE ENTRY WELL  
W/DRAIN. SEE P-1, A-1

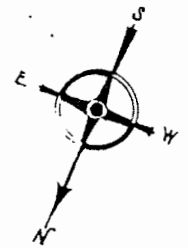


NOTE: FOR CONSTRUCTION  
DPT OF ROOMS 02, 03, 04,  
05. SEE SHEET A-1. FOR  
ELECTRICAL WORK SEE E-1

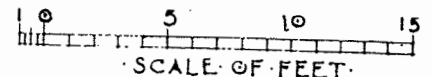
NOTE:

VARY LOCATIONS OF ALL EMERGENCY  
LIGHTING AND ALL FIRE DETECTION AND  
ALARM SYSTEM EQUIPMENT

BASEMENT FLOOR PLAN.  
SCALE: 1"=1'-0"



2 JUNE 1986 - ISSUED



CLIFFORD M. RENSHAW ARCHITECT.  
25 MAIN ST. WICKFORD R.I. 02852  
401-294-6538.

1

BUILT ABOUT 1770.

WORKS PROGRESS ADMINISTRATION  
OFFICIAL PROJECT NO. 65-1715

JOHN CARTER HOUSE, 21 MEETING STREET, PROVIDENCE, R.I. "SHAKESPEARE'S HEAD"

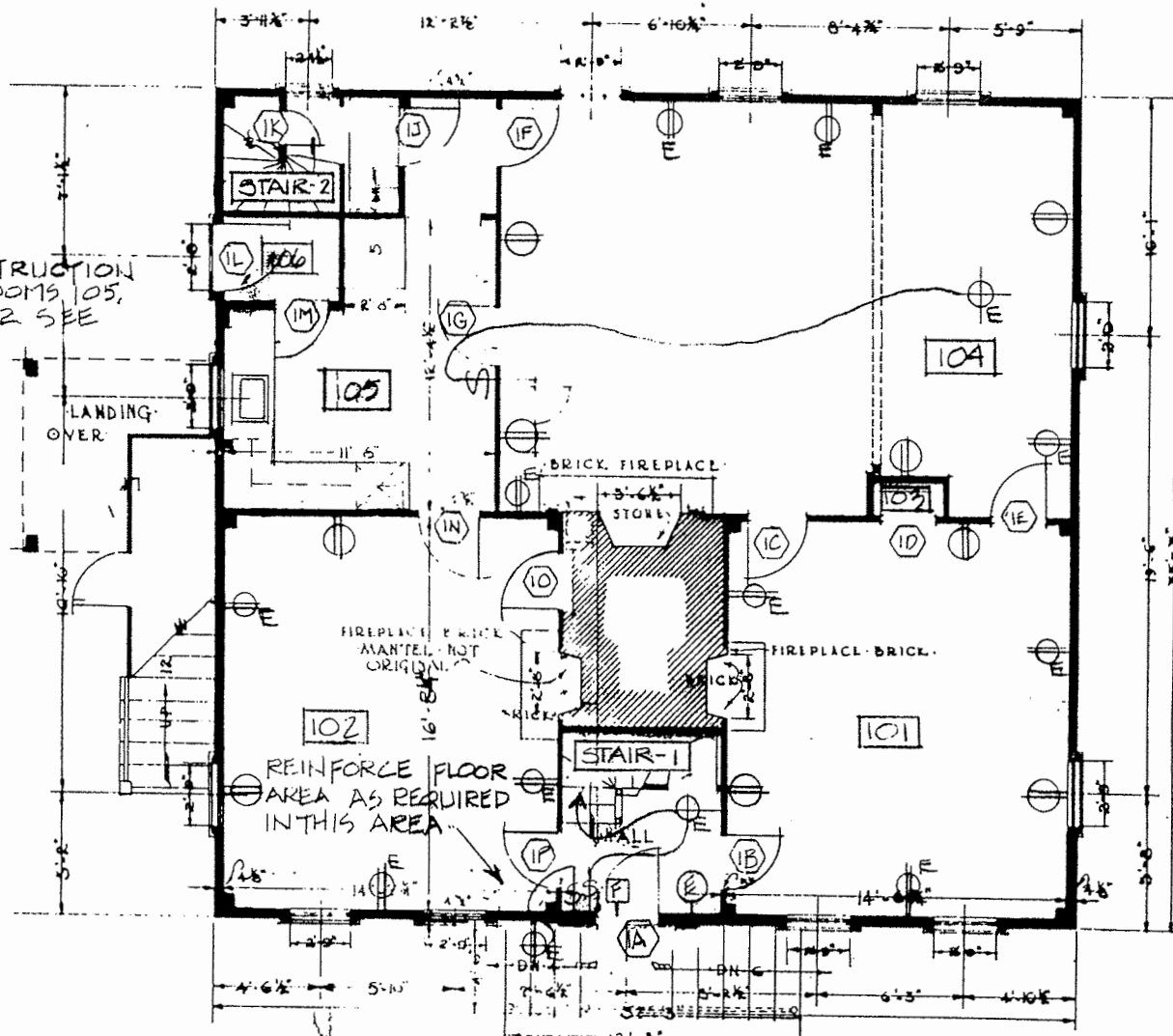
SURVEY NO.  
R-1-1

HISTORIC AMERICAN  
BUILDINGS SURVEY  
SHEET 1 OF 10 SHEETS

UNIVERSITY OF RHODE ISLAND  
SCHOOL OF ARCHITECTURE

BUILT ABOUT 1770

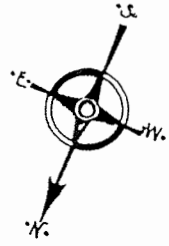
NOTE: FOR CONSTRUCTION  
 URG. OF ROOMS 105,  
 & 106, AND STAIR 2 SEE  
 SHEET A-1. FOR  
 ELECTRICAL WORK  
 SEE E-1.



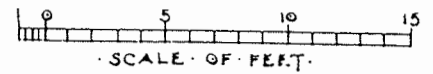
FIRST FLOOR PLAN

SCALE = 1" = 0'

BUILT ABOUT 1770



2 JUNE 1986 ISSUED



SCALE OF FEET

CLIFFORD M. RENSHAW · ARCHITECT.  
 25 MAIN ST. · WICKFORD · R. I. 02852.  
 401 294 6548

2

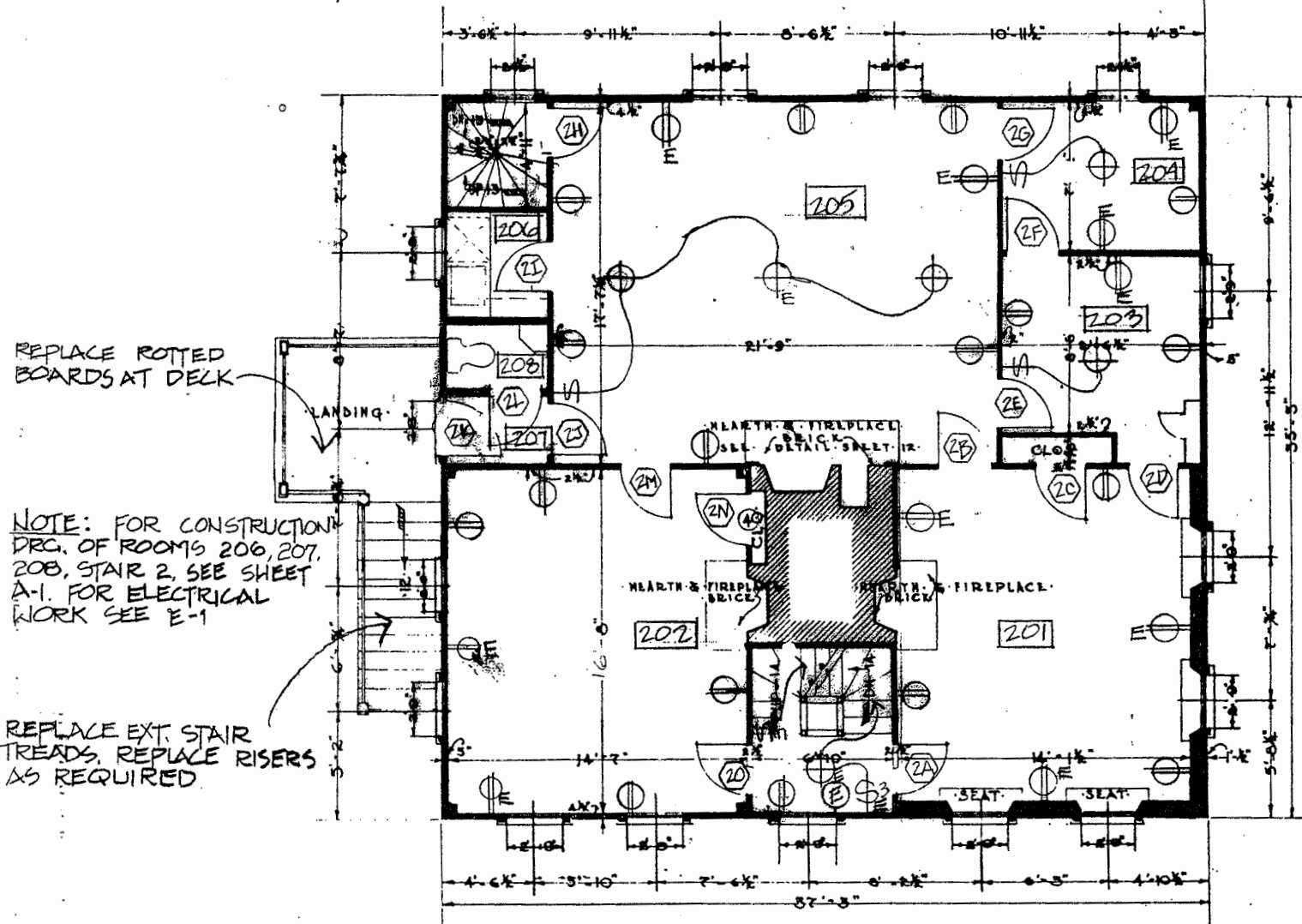
WORKS PROGRESS ADMINISTRATION  
 OFFICIAL PROJECT NO. 65-1715  
 UNITED STATES DEPARTMENT OF THE INTERIOR  
 NATIONAL PARK SERVICE BRANCH OF PLANS AND DESIGN

NAME OF STRUCTURE  
 JOHN CARTER HOUSE, KNOWN AS "SHAKESPEARE'S HEAD"  
 21 MEETING STREET · PROVIDENCE COUNTY · PROVIDENCE, R. I.

SURVEY NO.  
 R.I. - 1

HISTORIC AMERICAN  
 BUILDINGS SURVEY  
 SHEET 2 OF 10 SHEETS

UNIVERSITY OF CALIFORNIA  
 ARCHIVE

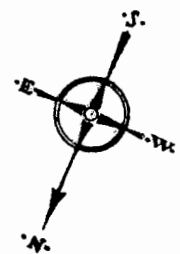


REPLACE ROTTED  
BOARDS AT DECK

NOTE: FOR CONSTRUCTION  
DRG. OF ROOMS 206, 207,  
208, STAIR 2, SEE SHEET  
A-1. FOR ELECTRICAL  
WORK SEE E-1

REPLACE EXT. STAIR  
TREADS, REPLACE RISERS  
AS REQUIRED.

SECOND FLOOR PLAN  
SCALE = 1"=0'



CLIFFORD M. RENSHAW ARCHITECT  
25 MAIN ST. WICKFORD R.I. 02852  
401-294-6538

3

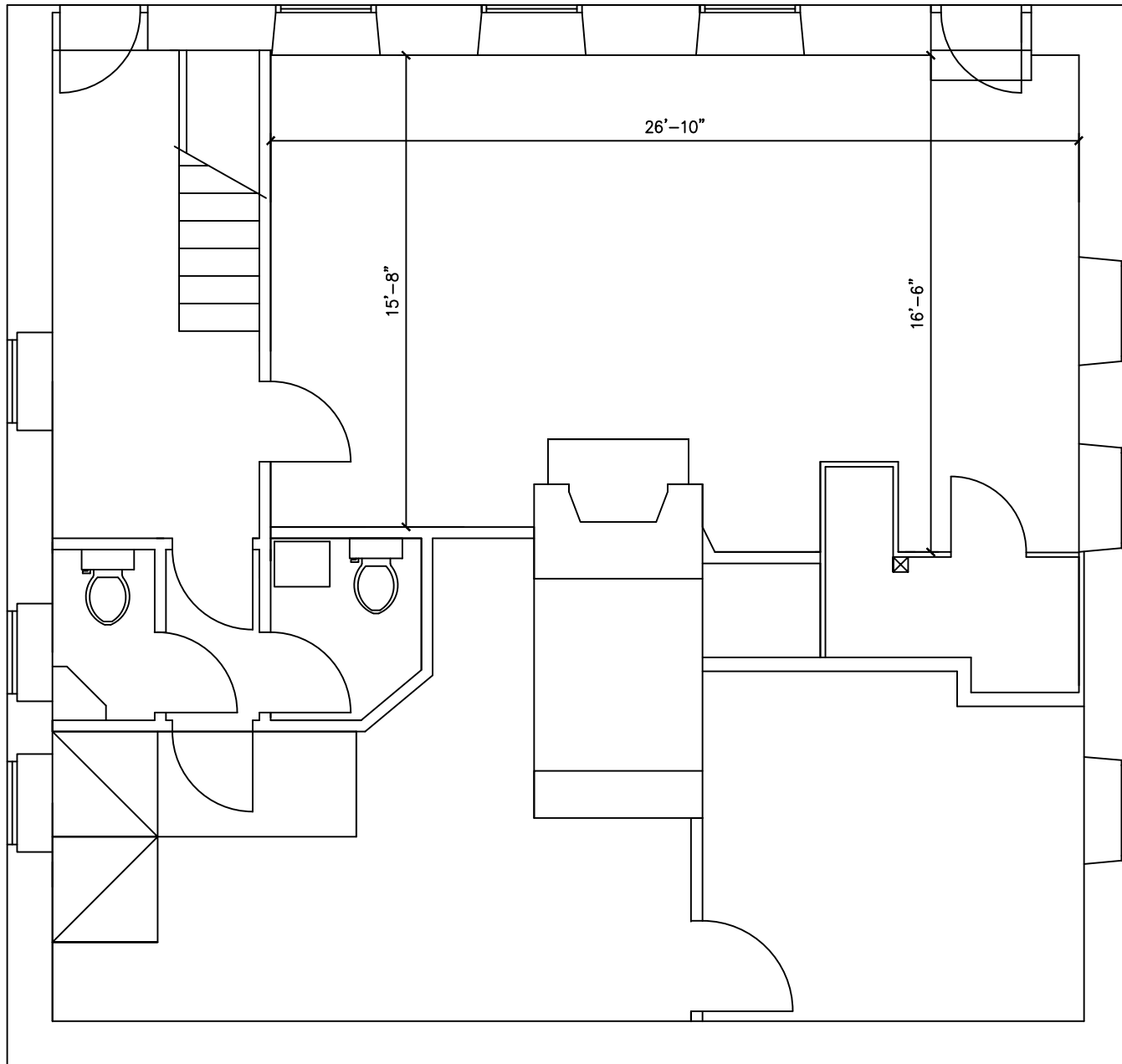
BUILT ABOUT 1770

2 JUNE 1986 ISSUED  
1 5 10 15  
SCALE OF FEET

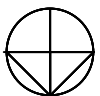
WORKS PROGRESS ADMINISTRATION  
OFFICIAL PROJECT NO. 65-1715  
UNDER DIRECTION OF UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE, BRANCH OF PLANS AND DESIGN

JOHN CARTER HOUSE KNOWN AS "SHAKESPEARE'S HEAD"  
21 MEETING STREET PROVIDENCE COUNTY RHODE ISLAND

SURVEY NO. 2-1-1  
HISTORIC AMERICAN BUILDINGS SURVEY  
SHEET 3 OF 15 SHEETS



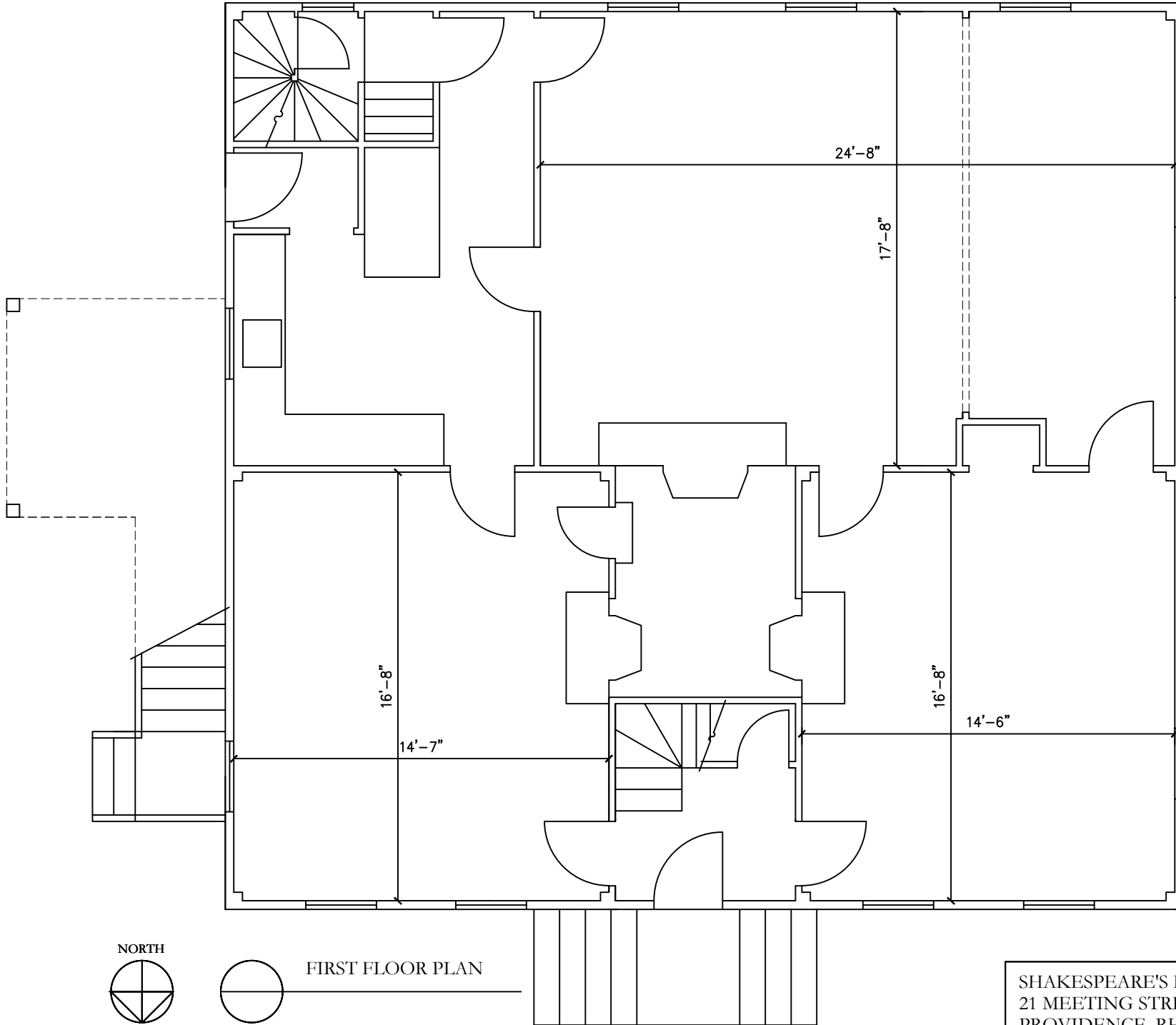
NORTH



GROUND FLOOR PLAN

SHAKESPEARE'S HEAD  
21 MEETING STREET  
PROVIDENCE, RHODE ISLAND 02906

FLOOR PLANS @ 3/16" = 1'-0"



NORTH



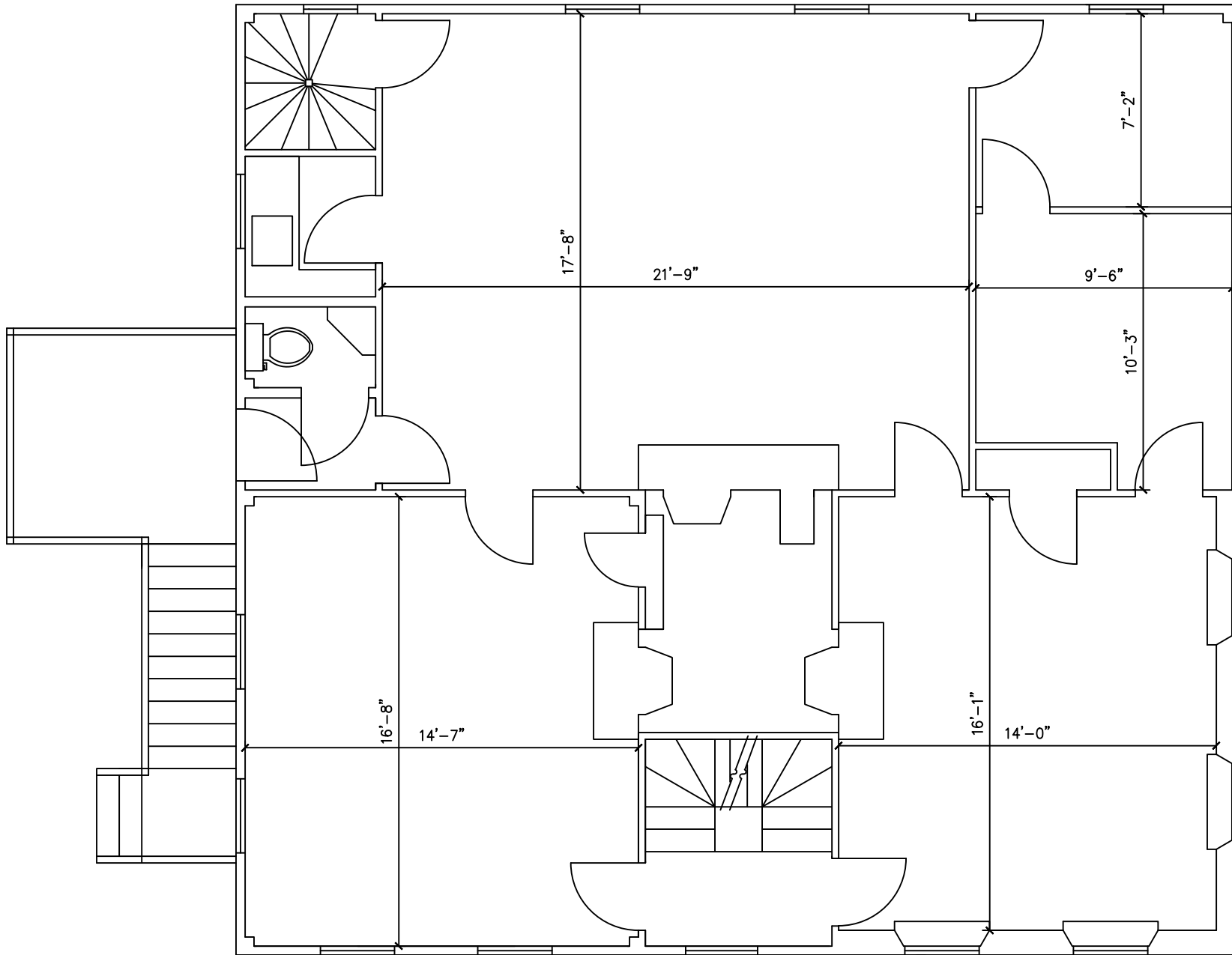
FIRST FLOOR PLAN



SHAKESPEARE'S HEAD  
21 MEETING STREET  
PROVIDENCE, RHODE ISLAND 02906

FLOOR PLANS @ 3/16" = 1'-0"





NORTH

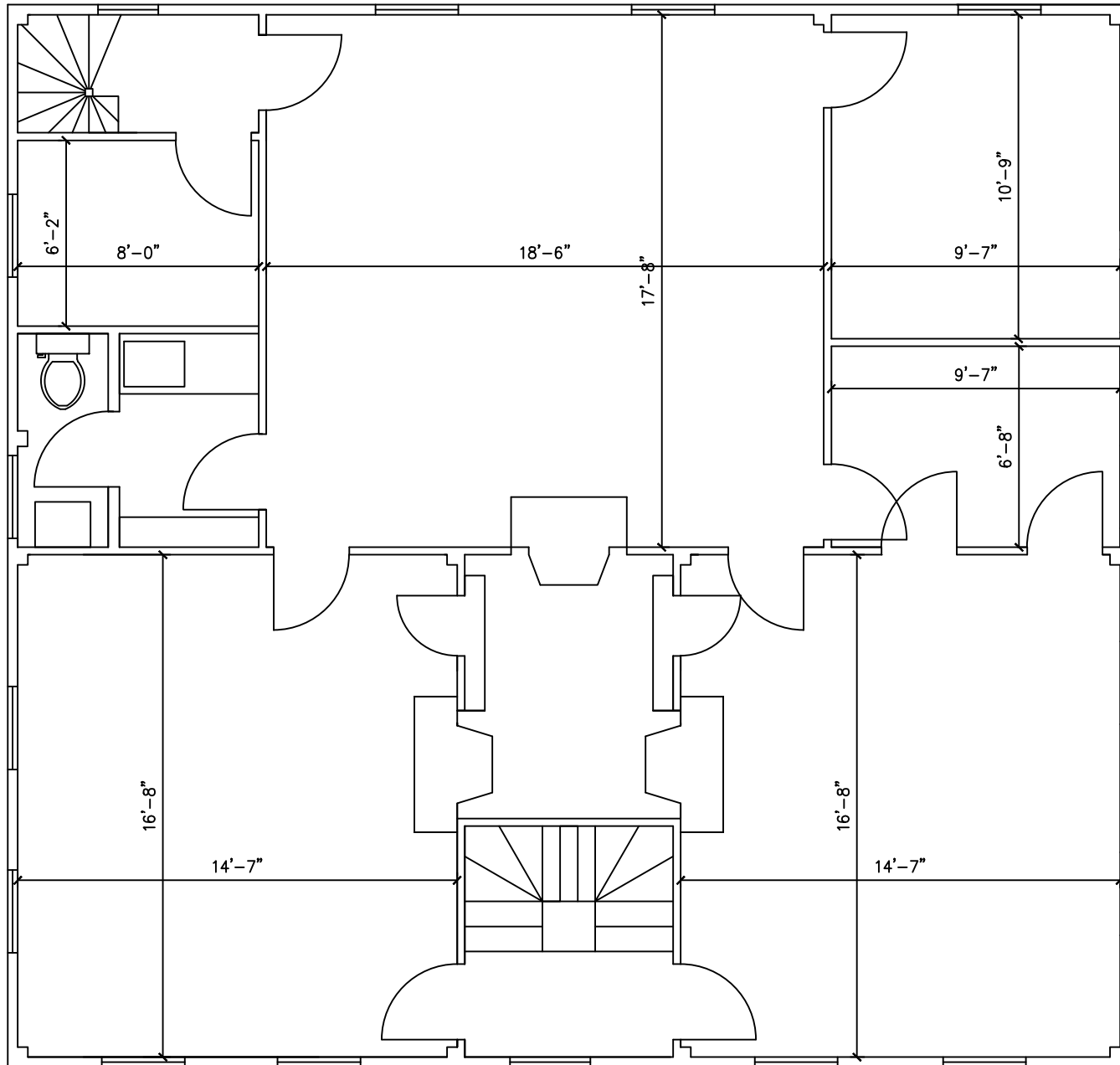


SECOND FLOOR PLAN

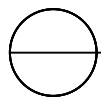


SHAKESPEARE'S HEAD  
 21 MEETING STREET  
 PROVIDENCE, RHODE ISLAND 02906

FLOOR PLANS @ 3/16" = 1'-0"



NORTH



THIRD FLOOR PLAN

SHAKESPEARE'S HEAD  
 21 MEETING STREET  
 PROVIDENCE, RHODE ISLAND 02906

FLOOR PLANS @ 3/16" = 1'-0"







**PRESERVATION EASEMENT**  
**between**  
**PROVIDENCE PRESERVATION SOCIETY**  
**and**  
**PRESERVE RHODE ISLAND**

THIS PRESERVATION EASEMENT (“Preservation Easement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **PROVIDENCE PRESERVATION SOCIETY** (“Grantor”), and **PRESERVE RHODE ISLAND**, 957 North Main Street, Providence, Rhode Island 02904 (“Grantee”).

**WHEREAS**, Grantor is the owner in fee simple of a certain parcel of real property located at 21 Meeting Street, Providence, Rhode Island, 02903, Plat 10, Lot 79 more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter, the “Property”);

**WHEREAS**, the Property possesses architectural, historical, cultural, and scenic value which is important to the public enjoyment and appreciation of Rhode Island’s architectural and historical heritage and has been determined by the Grantee to be a significant historic asset within the City of Providence and which contributes to the College Hill Historic District, a National Historic Landmark District (National Historic Landmark System ID #70000019 listed on 11/10/1970) and the College Hill Historic District, a local historic district adopted by the City of Providence Ordinance #1342 on August 5, 1960; The building at 21 Meeting Street, also known as the John Carter House/Shakespeare’s Head (hereinafter, the “Historic Building,”), is a ca. 1772 three-story wood-framed building, as more fully defined in Exhibit B-1, attached hereto and incorporated herein by reference.

**WHEREAS**, this Preservation Easement is intended to protect the architectural, historical, cultural, and scenic value of the Property, including exterior and certain interior features that contribute to the architectural and historic integrity of the Historic Building as shown and described in Exhibit B-1, B-2, and B-3, attached hereto and incorporated herein by reference;

**WHEREAS**, Grantee is a Rhode Island non-profit corporation with a mission to preserve historic buildings and unique places in Rhode Island, and is qualified to accept and hold preservation easements;

**WHEREAS**, Grantor wishes to impose certain restrictions, obligations, and duties upon the current owner and all future owners with respect to maintenance, protection, and preservation of the site and setting of the Property; and the structural integrity and exterior architectural features of the Historic Building; and,

**WHEREAS**, the Property's present condition is documented in a report titled Baseline Documentation, executed by Grantor and Grantee (hereinafter, "Baseline Documentation") and incorporated by reference herein, which Grantor and Grantee agree accurately describes the Property as of the date of this grant. The official copy of the Baseline Documentation is held on permanent file at Grantee's offices.

**NOW THEREFORE**, in consideration of the above and the mutual covenants, terms and conditions, and restrictions contained herein, and in consideration of Ten Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Title 34, Chapter 39 of the Rhode Island General Laws, as amended (hereinafter "the Act"), Grantor hereby voluntarily grants and conveys unto Grantee a Preservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

## **1. DEFINITIONS & PURPOSE**

### **1.1 Definitions:**

- (a) "Protected Features" shall mean:
  - (i) the setting and location of the Historic Building on the Property;
  - (ii) the structural components of the Historic Building, including but not limited to roof framing, masonry foundation, beams, posts, girts, plates, studs, sheathing boards, trusses, rafters, floor joists, purlins, masonry walls, and/or masonry piers and any other structural components that are material to maintaining the structural integrity of the Historic Building;

- (iii) the masonry mass in its entirety;
- (iv) at the exterior of the Historic Building, all of the architectural elements located at all elevations, including but not limited to:
  - (1) siding, woodwork, and trim elements;
  - (2) doors (including doors, frames, casings, transoms, sidelights, and hardware);
  - (3) windows (including sash, frames, casings, and hardware);
  - (4) roof (profiles and materials);
  - (5) brick chimney;
  - (6) masonry foundation; and,
  - (7) brownstone steps and iron railings at the north façade entry, and excepting the east elevation 20th century staircase accessing the second story.
- (v) at the interior of the Historic Building, in the Northwest Parlor (Room 101), Northeast Parlor (Room 102), Northwest Parlor (Room 201), Northeast Parlor (Room 202), and the North Stairhall (Stair 1) from the first to the third story, as shown on Exhibit B-3:
  - (1) floor plan;
  - (2) all architectural elements, including but not limited to:
    - (a) woodwork (doors, door casings/surrounds, window casings/surrounds, window shutters, cornices/picture molding, mantels, overmantels, wainscoting, baseboards, cupboards and cabinetry, and any other wood elements whether decorative or functional);
    - (b) all staircases and staircase elements (including but not limited to balustrades, railings, treads, risers, newel posts, and skirtboards);
    - (c) plaster walls and ceilings;
    - (d) wood floorboards;



- (e) fireboxes and hearths; and,
  - (f) door hardware.
- (vi) at the Property's landscape, as shown on Exhibit B-2:
- (1) the scenic quality and general character of open space in the area identified as “Protected Landscape Area,” particularly when viewed from Meeting Street, with the intent for it to remain landscaped with a mixture of trees, garden areas, patios walkways, and visually permeable fencing. However, the existing trees, garden areas, walkways, patio and fence are not themselves Protected Features; and,
  - (2) the two retaining walls running north-to-south that form existing terraced areas, excepting any steps, identified as “Protected Walls.”
- (b) “The Standards” (hereinafter the “Standards”) shall mean the rehabilitation standards and guidelines contained in The Secretary of Interior’s Standards for the Treatment of Historic Properties (36 CFR 68), as amended from time to time, with the current rehabilitation standards attached hereto as Exhibit C.
- (c) “Ordinary Maintenance and Repair” shall mean minor property care, undertaken from time to time, that does not alter or have any material effect on the historic, architectural, cultural, or scenic value of the Property, Historic Building, or Protected Features.
- (d) “In-Kind Replacement” shall mean introducing new material to replace the existing material, in whole or in part, of a Protected Feature that cannot be restored or preserved. Such new material shall substantially and as nearly as possible match the Protected Feature in material, design, size, configuration, color, texture, profiles, sightlines, and other qualities.

**1.2 Purpose:** This Preservation Easement is set forth to ensure that Protected Features (as defined and identified in SECTION 1.1) will be retained forever in their current or better condition, and to prevent any actions that will adversely affect the Protected

Features. The public benefit of this Preservation Easement shall be the preservation of an historic building and landscape that contributes to the architectural, historical, cultural, and scenic value of the community of the City of Providence and the State of Rhode Island and that is a contributing property to the College Hill local and National Register Historic District.

## 2. GRANTOR'S COVENANTS

**2.1 Covenant to Maintain:** Grantor agrees at all times to maintain the Historic Building and Property in good, sound, and well-maintained condition and shall comply with all federal, state, and local laws, codes, and by-laws applicable to the Property. Subject to the casualty provisions of SECTION 5, this obligation to maintain shall require treatment of the Protected Features in accordance with the Standards.

## 3. PROHIBITIONS

**3.1 Prohibited Activities:** Except as to the Reserved Rights set forth in SECTIONS 4.1, 4.2, and 4.3 below, and subject to SECTION 9.3 below, or otherwise provided in this Preservation Easement, the following acts and uses are expressly prohibited on the Property:

- (a) Altering, moving, removing, or demolishing the Historic Building or any of the Protected Features, in part or in whole;
- (b) Conveyance of a part or portion of the Property alone, or division or subdivision of the Property (as compared to conveyance of the Property in its entirety which shall be permitted) without the prior written approval of Grantee;
- (c) Placing, filling, storing, or dumping on the Property of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other substance or material;
- (d) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

- (e) Any use of the Property or activity thereon which is inconsistent with the Purpose of this Preservation Easement, which detracts from or otherwise adversely affects the architectural and historic integrity of the Protected Features, or which would otherwise materially impair significant historic preservation interests in the Historic Building, the Property, or the historic character of the City of Providence, the National Register Historic District, or the local historic district.

#### 4. GRANTOR'S RESERVED RIGHTS

**4.1 Reserved Rights:** All acts and uses not prohibited in SECTION 3 are permissible.

Notwithstanding the provisions of SECTION 3, the following acts and uses are also permitted as described in this SECTION 4, but only if such uses and activities do not materially impair the Purpose of this Preservation Easement and are conducted in accordance with the "Easement Guideline," attached hereto as Exhibit D and incorporated herein by reference. The exercise of any right reserved by Grantor under this SECTION 4 shall be in compliance with the then-current Zoning By-Law of the City of Providence and all other applicable federal, state, and local law. The inclusion of any reserved right in this SECTION 4 (hereinafter, "Reserved Rights"), requiring a permit from a public agency, does not imply that Grantee takes any position on whether such permit should be issued.

**4.2 Ordinary Maintenance and Repair:** Ordinary Maintenance and Repair of the Protected Features, as defined in SECTION 1.1, may be conducted and shall not require prior approval by Grantee.

**4.3 Alterations:** For the Purpose of this Preservation Easement, alterations to Protected Features shall be made only as follows:

- (a) **Minor Alterations:** Alterations that are minimal in nature, and are undertaken in accordance with the Standards, shall not require prior approval by Grantee. For purposes of this Preservation Easement, interpretation of what constitutes Minor Alterations is governed by the "Easement Guideline" in Exhibit D,

attached hereto and incorporated herein by reference.

- (b) Major Alterations: Major Alterations may be proposed by Grantor and shall require advance notice to and prior written approval of Grantee. Grantor shall submit to Grantee all plans and specifications for review following the requirements for prior notice to Grantee in SECTION 9.1. Grantee may approve such Major Alterations, provided that Grantee determines that the proposed alterations will be undertaken in accordance with the Standards and will not impair Protected Features, and delivers its determination to Grantor in writing. For purposes of this Preservation Easement, interpretation of what constitutes Major Alterations is governed by the “Easement Guideline” in Exhibit D, attached hereto and incorporated herein by reference.

- 4.4 Casualty:** Alterations or activities required by casualty or other emergencies as further described in SECTION 5 may be conducted provided that they are promptly reported to the Grantee.

## **5. CASUALTY DAMAGE OR DESTRUCTION**

- 5.1 Casualty Damage or Destruction:** In the event that the Historic Building or the Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Historic Building or the Property and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within ninety (90) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;

- (b) a determination of the feasibility of the restoration of the Historic Building or the Property and/or reconstruction of damaged or destroyed portions of the Historic Building or the Property; and,
- (c) a report of such restoration and/or reconstruction work necessary to return the Historic Building or the Property to the condition existing at the date hereof or the condition subsequently approved by Grantee.

**5.2 Review After Casualty Damage or Destruction:** If, after reviewing the report provided in SECTION 5.1 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under SECTION 6, Grantor and Grantee agree that the Purpose of this Preservation Easement will be served by such restoration and/or reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration and/or reconstruction of the Historic Building or the Property in accordance with plans and specifications up to at least the total of the casualty insurance proceeds available to Grantor and with Grantor's prior written approval of said plans and specifications.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under SECTION 6, Grantor and Grantee agree that restoration and/or reconstruction of the Historic Building or the Property is impractical or impossible, or agree that the Purpose of this Preservation Easement would not be served by such restoration and/or reconstruction, Grantor may, with the prior written approval of Grantee, alter, demolish, remove, or raze the Historic Building. Upon a showing by Grantor to Grantee that any proposed new construction is of similar size, location, massing, materials, and height as the Historic Building prior to the casualty event, Grantee shall approve such new construction.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under SECTION 6, Grantor and

Grantee are unable to agree that the Purpose of this Preservation Easement will or will not be served by such restoration and/or reconstruction or cannot come to agreement as otherwise called for under this SECTION 5, the parties shall consult to resolve disputes in accordance with SECTION 9.4.

## 6. INSURANCE

**6.1 Insurance:** Grantor, at its sole expense, shall keep the Property insured by an insurance company rated “A” or better by A.M. Best’s Insurance Rating Organization against loss and perils commonly insured under standard fire and casualty policies and comprehensive general liability insurance against claims for personal injury, death, and property damage, naming Grantee as additional insured, with limits not less than the reasonable replacement value of the Property. Grantor shall deliver to Grantee, within ten (10) business days of Grantee’s written request therefore, certificates of such insurance coverage.

## 7. INDEMNIFICATION

**7.1 Indemnification:** Grantor covenants that it shall indemnify and hold Grantee, its agents, directors and employees or independent contractors, harmless from any liability, costs, attorney’s fees, judgements, or expenses of Grantor or any officer, employee, agent, or independent contractor of Grantee resulting from actions or claims of any nature by third parties arising from defaults under this Preservation Easement by Grantor, or arising out of the conveyance of, possession of, or exercise of rights under this Preservation Easement, or arising out of or in connection with injury to or death of any person on or about the Property, physical damage to the Property, the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance, or other injury or damage occurring on or about the Property, excepting any such matters arising solely from the negligence of Grantee.

**8. TAXES**

**8.1 Taxes:** On or prior to the due date, regardless of the status of protests or appeals, Grantor shall promptly pay all real estate taxes, special assessments, water charges, sewer charges, and other charges which may become a lien against the Property that are assessed and levied against the Property. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water charges, sewer charges, and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Such payment if made by Grantee shall constitute a lien on the Property.

**9. ADMINISTRATION AND ENFORCEMENT**

**9.1 Written Notice:** Whenever prior notice or written approval by Grantee is required under the provisions of this Preservation Easement, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake action in accordance with proposed plans. The notice shall describe the nature, scope, design, location, materials, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgement as to the activity's consistency with the provisions of this Preservation Easement. Within forty-five (45) days of Grantee's receipt of a complete and sufficiently detailed written request from Grantor, Grantee shall certify in writing to Grantor that (a) it approves the proposed activity or (b) it disagrees with the proposed activity as submitted, in which case Grantee shall provide Grantor with written suggestions for modifications or a written explanation for Grantee's disagreement, which shall include an outline of reasonable alternatives, methods, materials, or other conditions which Grantee would approve. The failure by Grantee to act within forty-five (45) days of its receipt of a complete and sufficiently detailed written request for Grantee approval required under this Preservation Easement shall be deemed to be

- approval of the activity in its entirety. Whenever prior written approval by Grantee is required under this Preservation Easement, Grantee may withhold, condition, or delay such approval in Grantee's sole discretion.
- 9.2 Evidence of Compliance:** Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Preservation Easement to the extent of Grantee's knowledge thereof.
- 9.3 Inspection:** Upon reasonable prior written notice to Grantor, there is hereby granted to Grantee or its representatives the right to enter the Property, including the interior of the Historic Building, at reasonable times and in a reasonable manner for the purpose of determining compliance with this Preservation Easement.
- 9.4 Consultation to Resolve Disputes:** If Grantee finds that a violation of this Preservation Easement has occurred, or if Grantor and Grantee disagree regarding approvals sought under SECTIONS 3, 4, or 5, then (a) Grantor shall immediately cease any action alleged by Grantee to be a violation of this Preservation Easement, and (ii) Grantor and Grantee shall make a good faith effort to schedule at least two (2) face-to-face meetings at the Property to discuss measures and remedies to resolve the dispute.
- 9.5 Grantee's Remedies:** The rights hereby granted to Grantee shall include the right to enforce this Preservation Easement by appropriate legal proceedings and to obtain temporary or permanent injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of to recover any damages to which it may be entitled for violation of the terms of this Preservation Easement or injury to any Protected Features (it being agreed that Grantee may have no adequate remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantee. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to



the Protected Features of the Property, Grantee may pursue remedies under this Section without waiting for the period provided for notice and cure, if any, to expire and may act immediately to exercise any remedies in this Section in order to protect and preserve the Protected Features. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Preservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Preservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Preservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. In addition, if after consultation to resolve disputes in accordance with SECTION 9.4 a violation is not resolved, representatives of Grantee may do whatever is necessary in order to correct a violation, including entering upon the Property, administering a reasonable per-diem fine (not to exceed \$100 per day), submitting the issues of alleged violation to mediation (in which case Grantor agrees to participate in such mediation in good faith) or correcting such issues themselves and recovering the cost of said correction from Grantor; provided, however, that Grantee shall not be obliged to correct any violation. Provided that a violation of this Preservation Easement is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees that it shall reimburse Grantee all of its reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Preservation Easement or in taking reasonable measures to remedy and/or abate any violation thereof. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Preservation Easement shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon Grantee any affirmative obligation or liability relating to the condition of the Property. Failure or

forbearance by Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition and in no event shall such failure or forbearance by Grantee be construed as a standard operating procedure or course of conduct with respect to Grantee's rights under this Preservation Easement.

**9.6 Notice from Government Authorities:** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

**9.7 Notice of Proposed Sale or Transfer:** Grantor shall notify Grantee in writing of any proposed sale or transfer of the Property. "Sale" means any private sale, foreclosure sale, or tax sale, and "transfer" means any other transaction, such as a bequest. Grantor shall notify Grantee in writing within seven (7) days of signing an agreement to sell.

## **10. BINDING EFFECT: ASSIGNMENT**

**10.1 Runs with the Land:** The obligations imposed by this Preservation Easement shall be in effect in perpetuity and shall be deemed to run as a binding servitude with the land and the Property. This instrument shall extend to and be binding upon Grantor and Grantee, their heirs, executors, administrators, assigns, successors in interest, and any other individual or entity claiming by, through or under Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligations pursuant to this instrument after such person shall cease to have any interest in the Property by reasons of a bona fide transfer. The restrictions, stipulations and covenants contained in this Preservation Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser

estate in the Property or any part hereof, including by way of example but not limitation, a lease of all or a portion of the Property.

**10.2 Assignment:** With prior notice to Grantor, Grantee in its sole discretion, may convey, assign, or transfer Grantee's rights pursuant to this Preservation Easement to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" under the Act, as amended, whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the purpose for which the Preservation Easement was granted will continue to be carried out.

**10.3 Recording and Effective Date:** Grantee shall do and perform at its own cost all acts necessary for the prompt recording of this Preservation Easement in the land evidence records of the City of Providence. Grantor and Grantee intend that the restrictions arising under this Preservation Easement take effect on the day and year this instrument is executed by Grantor and Grantee.

## **11. EXTINGUISHMENT**

**11.1 Extinguishment:** If circumstances arise in the future such as to render the Purpose of this Preservation Easement impossible to accomplish, this Preservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. If any change in conditions not caused by Grantor ever gives rise to extinguishment or other release of the Preservation Easement under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds in accordance with SECTION 11.2 below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

**11.2 Proceeds:** Grantor and Grantee agree that the donation of this Preservation Easement gives rise for purposes of this paragraph to a property right, immediately vested in Grantee, with a fair market value of the Preservation Easement established as 5% of the fair market value of the Property ("Grantee Percentage Interest"). In the event of

any extinguishment or condemnation not caused by an act of Grantor inconsistent with the purpose of this Preservation Easement, Grantor shall pay Grantee the Grantee Percentage Interest of any proceeds therefrom.

**11.3 Condemnation:** Whenever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares equal to the 5% Grantee interest as aforementioned in SECTION 11.2.

## 12. INTERPRETATION

**12.1 Interpretation:** The following provisions shall govern the effectiveness, interpretation, and duration of this Preservation Easement.

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Preservation Easement and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument is executed in two (2) counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee.
- (c) If any clause or provision of this Preservation Easement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- (d) This Preservation Easement shall be governed by Rhode Island law and any action at law or in equity relating to this Preservation Easement shall be brought solely and exclusively in the state or federal courts in Rhode Island.

**13. AMENDMENT**

**13.1 Amendment:** For purposes of furthering the preservation of the Property and Protected Features and to meet changing conditions, Grantor and Grantee may by mutual written agreement amend the terms of this instrument, provided, however, that no such amendment shall limit the duration or interfere with the Purpose of this Preservation Easement. Such amendment shall become effective upon recording in the land records of the City of Providence. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate with the other party hereto regarding any amendment.

**14. GRANTOR REPRESENTATIONS**

**14.1 Representations:** Grantor hereby represents and covenants to Grantee that it is executing this Preservation Easement by its own free will and not under duress, and that it has had a full opportunity to consult with legal counsel in connection with executing this Preservation Easement.

**14.2 Mortgage Subordination:** Grantor agrees not to enter into or permit other mortgages, liens, or leases affecting the Property prior in right to this Preservation Easement.

TO HAVE AND TO HOLD, this Preservation Easement, unto the said Grantee and its successors and permitted assigns forever.

\*Signatures Appear on the Following Page\*

IN WITNESS WHEREOF, Grantor has executed this agreement under seal on the day and year set forth below.

**GRANTOR:**

**[GRANTOR NAME]**

\_\_\_\_\_

By: [GRANTOR NAME]

Its: [GRANTOR TITLE]

STATE OF RHODE ISLAND

COUNTY OF [COUNTY NAME]

In [Name of Town/City], in said County, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me personally appeared the within-named [GRANTOR NAME], to me known and known by me or proved to me through satisfactory evidence of identification which was \_\_\_\_\_ [type of identification] to be the person executing the foregoing instrument, and [he/she] acknowledged said instrument by [he/she] so executed to be [his/her] free act and deed.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Identification Number: \_\_\_\_\_

IN WITNESS WHEREOF, Grantee has executed this agreement under seal on the day and year set forth below.

**GRANTEE:**

**PRESERVE RHODE ISLAND**

\_\_\_\_\_

By: [Name]

Its: Executive Director

STATE OF RHODE ISLAND

COUNTY OF [COUNTY NAME]

In [Name of Town/City], in said County, on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared the within-named [GRANTEE NAME], to me known and known by me or proved to me through satisfactory evidence of identification which was \_\_\_\_\_ [type of identification] to be the person executing the foregoing instrument of behalf of Preserve Rhode Island, and [he/she] acknowledged said instrument by [he/she] so executed to be [his/her] free act and deed of said Preserve Rhode Island.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Identification Number: \_\_\_\_\_





**EXHIBIT B-1**

**DESCRIPTION OF PROPERTY AND HISTORIC BUILDING**

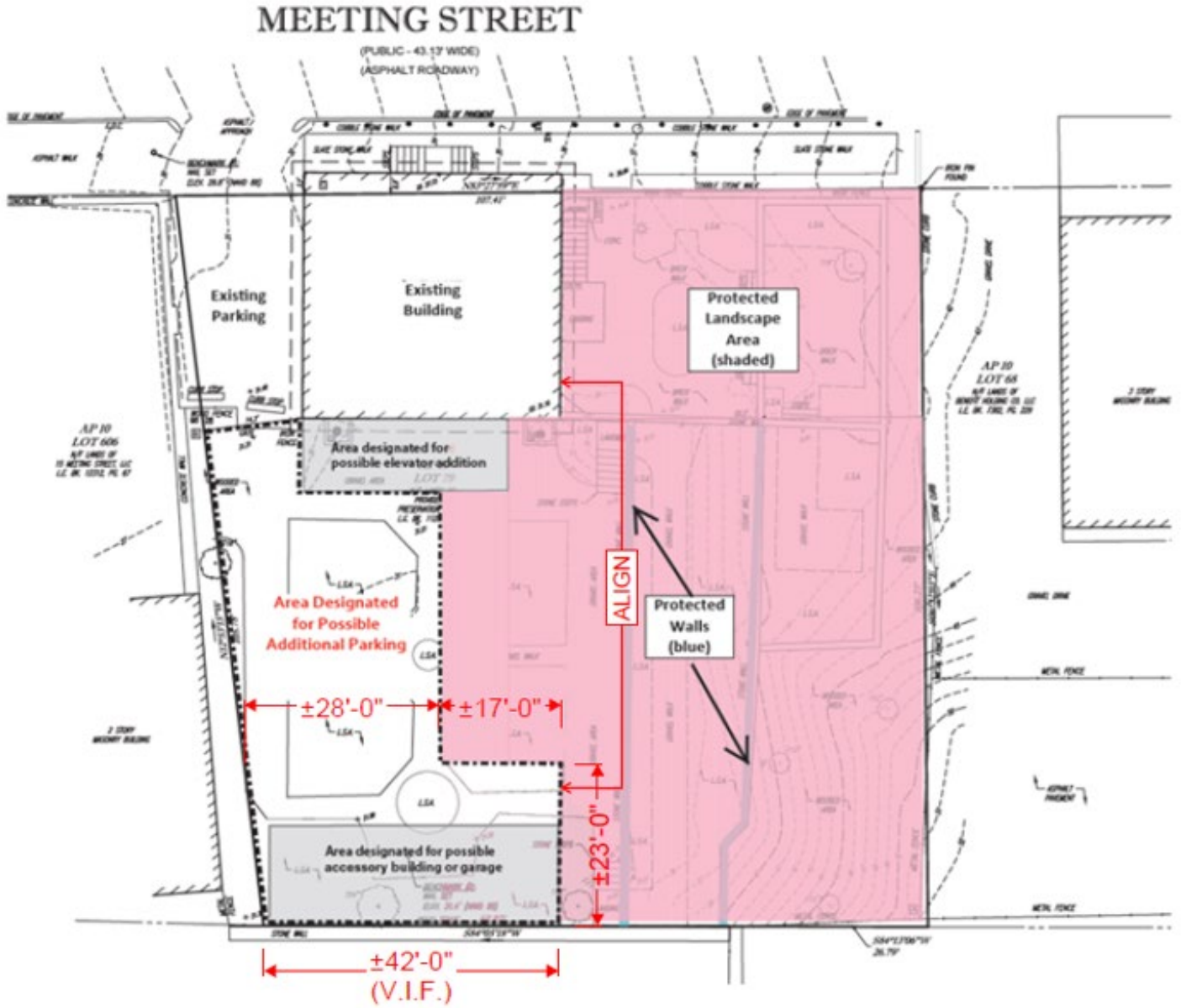
21 Meeting Street (the “Property”) is located in the area known as the East Side of the City of Providence and is now comprised of a single eighteenth-century building (the “Historic Building”) on a small and sloped urban parcel bounded by Meeting Street to the north, other buildings to the east and the west, and a parking lot to the south. Located in the northwest quadrant of the Property, the Historic Building’s north façade abuts Meeting Street, with the west elevation abutting a small 20th century parking area; south and east of the Historic Building are the Property’s landscaped areas. There is a full building story drop in elevation from the east to west as well as from north the south. The development of the Property’s landscape occurred over more than eighty years, beginning in 1939 and evolving in character over time through the activities, occupancy, and use of many owners and interested parties, and thus is predominantly vernacular in its current appearance.

The Historic Building located on the Property, constructed in ca. 1772 as the John Carter House, also known as Shakespeare’s Head, is a three-story, five-bay, hipped-roof dwelling with a center brick chimney. The Historic Building features sidewalls sheathed in wood clapboards with a modillioned cornice, a pedimented Doric entrance symmetrically placed in the north elevation, and an uncoursed stone foundation. Windows are predominantly twelve-over-twelve double hung wood sash; there are eight-over-eight windows at the third story, the south dormer, and the foundation. Built on land owned by Carter’s wife Amey Carter, the Historic Building served as the Carters’ residence as well as their printing and publishing business and shop where they published the Providence Gazette, a precursor to the Providence Journal newspaper. The property remained in Carter family ownership until 1906. In 1937/8, the Historic Building was saved from demolition and restored by the Shakespeare’s Head Association, which also commissioned a new design for the garden area on the south and east sides of the building. With the assistance of the Rhode Island Federation of Garden Clubs, landscape architect James D.

Graham designed a terraced garden in the Colonial Revival style and remained involved with the garden until through the 1960s.

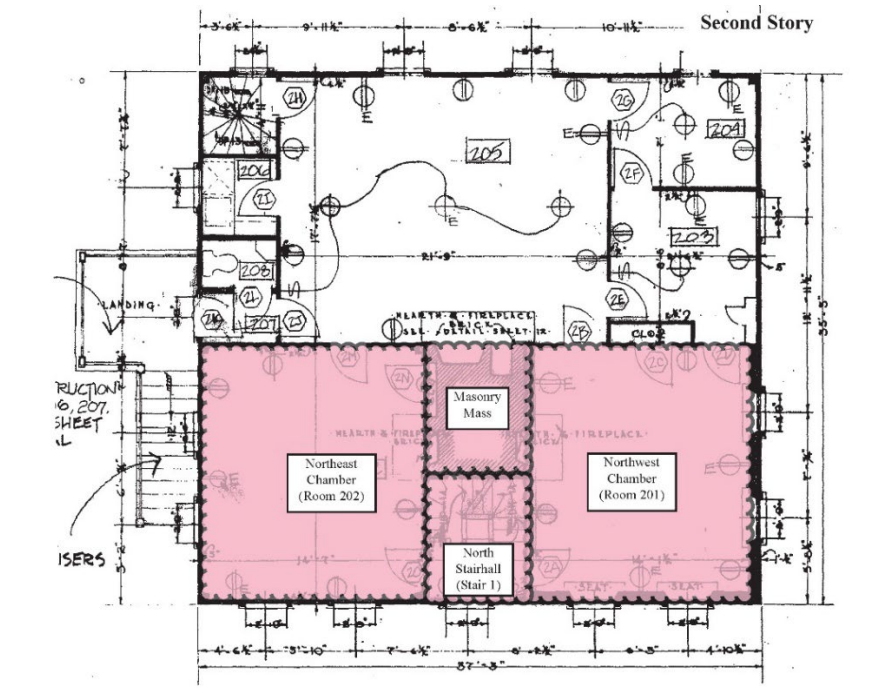
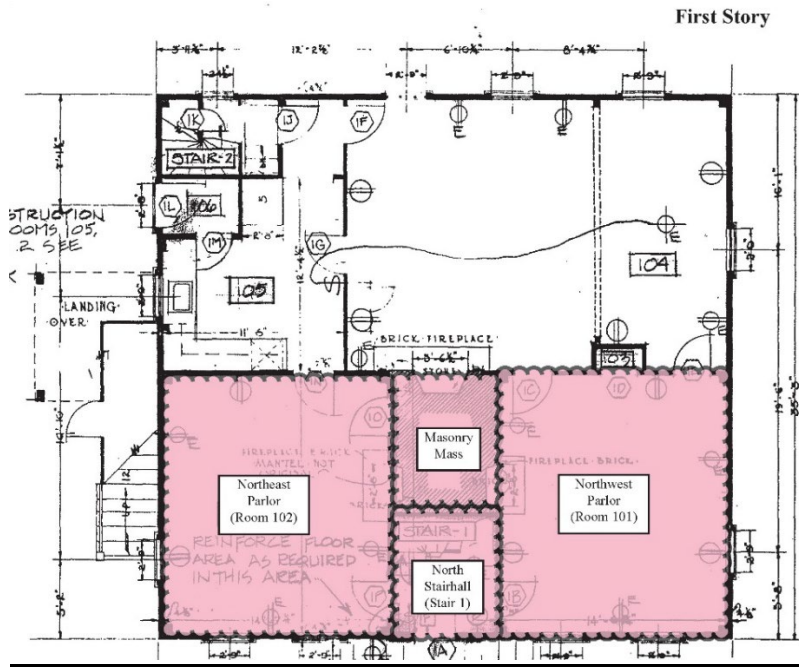
At the interior of the Historic Building, the three-story floor plan features north-facing first story parlors at the first story, and at the second story and third story, north-facing chambers. The three-story north stair hall accesses these rooms. At the first and second story, each room features a fireplace with overmantel, wood shutters at the windows, raised-field paneled doors, plaster walls and ceilings, and wood flooring. On the south side of the Historic Building, the historic floorplan has been altered: at the second and third stories, there is one large south room surrounded by two smaller rooms on the east and west sides of the larger room; at the first story, the walls creating the west rooms have been removed to create a single large room. In the southeast corner of the Historic Building there is a stair hall rising from the cellar to the third story.

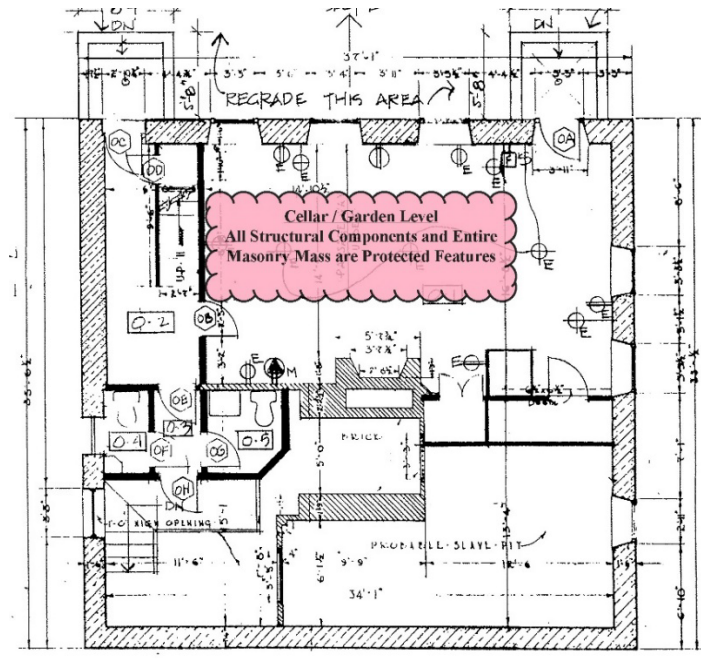
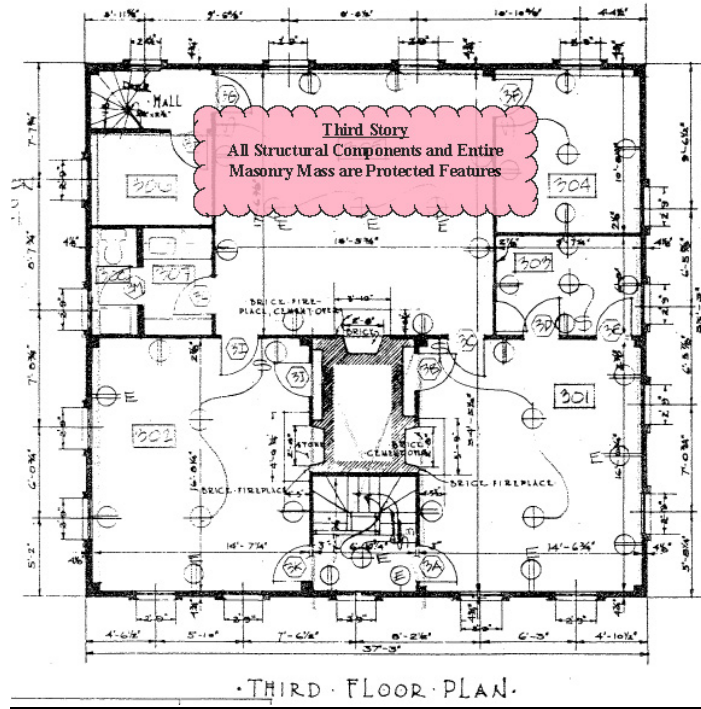
**EXHIBIT B-2**  
**SITE PLAN**



*Note: The parking area shown is for reference only and final parking layouts shall comply with the current zoning ordinance and this Preservation Easement.*

**EXHIBIT B-3**  
**FLOORPLANS**





**EXHIBIT C**  
**STANDARDS FOR REHABILITATION**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**EXHIBIT D**  
**EASEMENT GUIDELINE**

The purpose of the Easement Guideline is to clarify SECTION 4 regarding alterations to the Protected Features and other activities on the Property. The intent of the Preservation Easement is to preserve the Protected Features in accordance with the Standards, but not to preclude future change; buildings evolve over time due to technological advances, code requirements, and modern needs. Changes are expected and the purpose of the Preservation Easement is to ensure that the Protected Features are treated in a manner sympathetic to the Historic Building.

As defined in SECTION 4, Ordinary Maintenance and Repair and Minor Alterations do not require Grantee's prior review or approval. It is the responsibility of Grantor to notify (as provided for in SECTION 9.1) Grantee in writing prior to undertaking Major Alterations, as defined in SECTION 4. As set forth in SECTION 4.3(b), Major Alterations require the prior review and written approval by Grantee of plans and specifications.

In an effort to explain the delineation between a Minor Alteration and Major Alteration, the following list of examples has been developed to provide clarification. This list is not meant to represent work that is allowed or disallowed, but rather is a sample of some of the common alterations that may be proposed by Grantors.

**EXTERIOR**

**Minor:** Spot repair of existing wall cladding, trim, roofing, and other exterior features, including selective In-Kind Replacement of clapboards, shingles, roof coverings, trim elements and other architectural features, excluding masonry.

**Major:** Large-scale repair or replacement of existing wall cladding, trim roofing, chimneys and porches. Change involving the removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have

a historical basis). Installation of elements related to systems upgrades or replacements, any re-pointing or replacement of masonry, and work on the structure of the Historic Building are all considered Major Alterations.

## **PAINT**

**Minor:** Hand-scraping and repainting exterior architectural features, including siding, trim, doors and door casings, windows and window casings, or any other decorative or non-decorative features as part of ordinary maintenance.

**Major:** Complete removal of all existing paint layers at any Protected Feature, including the proposed method of removal.

## **WINDOWS, DOORS, AND HARDWARE**

**Minor:** Ordinary maintenance including caulking, painting, and re-glazing of windows. Repair or In-Kind Replacement of existing individual deteriorated door and window elements. Replacement of non-historic door and window hardware, and the addition of new door and window lock, or the reversible installation of exterior wooden or aluminum storm doors or windows.

**Major:** Replacement of any window sash, window frames, doors or door frames in their entirety; any change in window sash, window frame, door or door frame location, materials, or profiles.

## **INTERIOR**

**Minor:** Ordinary maintenance such as painting and in-kind repair of interior Protected Features.

**Major:** Complete or large-scale removal or repair of interior Protected Features. Alterations to the structural components or masonry mass, including any proposed wall removal.



## NEW CONSTRUCTION

**Minor:** Temporary impermanent structures such as play equipment, garbage/recycling storage, wood arbors or pergolas.

**Major:** Any new addition that is attached in any manner to any exterior feature of the Historic Building, including sidewall elevations, roofing, or foundations, and any new accessory structures. See Exhibit B-2 for designated areas regarding a proposed elevator or accessory structure.

## SAFETY

**Minor:** The installation of exit signs and smoke detection.

**Major:** The installation of sprinkler systems, lightning protection systems, and any other installations considered or required to improve safety at the Property or Historic Building.

## SYSTEMS

**Minor:** Ordinary repair of existing heating, cooling, ventilation, plumbing, or electric systems or elements, that require only minimal or spot changes to Protected Features.

**Major:** Replacement of, or addition to, heating, cooling, ventilation, plumbing, or electric systems, including generators and emergency lighting, that requires a substantial change to Protected Features.

## LANDSCAPE

**Minor:** Ordinary maintenance of garden beds, shrub, and trees (including undertaking routine activities such as pruning, planting, cutting, removal, and other activities to prevent, control, or remove hazards, disease or insect damage), the creation and expansion of new garden areas,

landscape lighting, and garden and landscape structures such as patios, walkways, fences and benches, provided they are made of brick, stone, wood or cast iron.

**Major:** Alterations to the protected stone walls as shown on the plan in Exhibit B-2, the addition of access ramps, and alterations related to flood prevention or protection.

## **SIGNS**

**Minor:** The erection, maintenance, and replacement of signs incidental to the use of the Property, including those related to trespass, parking, identity and address of occupants, sale or lease of the Property, Grantee's interest in the Property, wayfinding and interpretation, and the Property's significance.

**Major:** Signs that are installed or attached to the Historic Building in a non-reversible manner or that adversely affect any Protected Features.

## **DRIVEWAY AND PARKING AREAS**

**Minor:** The maintenance and repair of the existing parking area on the west side of the Historic Building.

**Major:** New driveways and parking areas. See Exhibit B-2 for designated areas regarding additional parking.