



**NOTICE OF PUBLIC HEARING
SWANSEA REDEVELOPMENT AUTHORITY**

**TO CONSIDER AN ORDER OF TAKING RELATING TO CERTAIN EASEMENTS,
COVENANTS, AND RESTRICTIONS HELD BY WALMART**

Please take notice that the Swansea Redevelopment Authority, Acting pursuant to MA G.L. 121B, ss. 46-47, will hold a public hearing on OCTOBER 25, 2021 at 6:00pm to receive public comment and consider an order of taking relating to certain easements, covenants, and restrictions held by Walmart Stores East, L.P. in relation to property located at 262 Swansea Mall Drive, Swansea, Massachusetts, commonly referred to as the Former Swansea Mall Site.

The public hearing will be held at Joseph Case High School Auditorium, 70 School Street, Swansea, Massachusetts.

The purpose of the public hearing will be to review a proposed Order of Taking, and receive community input concerning the scope and purpose of any such taking. Details of the proposed Order of Taking are available for public inspection at the office of the Town Clerk during regular business hours, and for reproduction at a reasonable fee.

Members of the public are invited to attend and be heard.

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

SWANSEA REDEVELOPMENT AUTHORITY

ORDER OF TAKING

At a regularly convened meeting of the Swansea Redevelopment Authority (the "Authority") held on this _____ day of October, 2021, it was voted and ordered as follows:

The members of the Swansea Redevelopment Authority, duly elected and appointed, qualified, and acting as such, on behalf of the Authority and by virtue of and in accordance with the provisions of Chapter 121B, Section 11, Chapter 121B, Section 46(f), and Chapter 79 of the General Laws, the Declaration of Purpose and Policy with respect to the Former Swansea Mall Property dated August 10, 2020, and any and every other power and authority hereunto enabling it in any way, hereby takes, in order to carry out a demonstration for the prevention and elimination of urban blight, certain easements, covenants, restrictions and other rights (the "ECRs") held by Wal-Mart Stores East, L.P. and its successors and assigns ("Walmart") and Carlyle Swansea Partners, LLC (the "Developer") under that certain Easements with Covenants and Restrictions Affecting Land entered into by Walmart and the Developer, dated June 12, 2012 and recorded with the Bristol County Fall River District Registry of Deeds (the "Registry") at Book 7960, Page 51, as amended by First Amendment to Easements with Covenants and Restrictions Affecting Land dated February 7, 2014 and recorded with said Registry in Book 8416, Page 140 (as amended, the "Agreement").

Said Agreement encumbers, among other property, the following parcels of land: (a) the parcel of land shown as "Proposed Parcel 1", containing 63.972 acres, more or less (the "Developer Tract"), on a plan of land entitled "Wal-Mart Plan of Land", dated August 22, 2013, prepared by Control Point Associates, Inc., recorded with the Registry in Plan Book 155, Plan 4, a reduced copy of which is shown on Exhibit A, attached hereto and incorporated herein (the "Mall Plan"); and (b) the parcel of land shown as "Proposed Parcel 2", containing 20.728 acres, more or less (the "Wal-Mart Tract"), on the Mall Plan, and which ECRs prevent or substantially hinder the redevelopment of the Developer Tract and the Walmart Tract.

This Order of Taking amends and/or deletes the ECRs that are set forth in the following sections of the Agreement:

1. Delete Section 1.1 in its entirety.
2. Delete Section 1.2 in its entirety and the phrase "Common Area(s)" and "Common Areas" throughout the Agreement.

3. Delete Section 1.4 in its entirety.
4. Delete Section 2 in its entirety.
5. Delete Section 3(a)(iii) and the words "the Pharmacy Exclusive" in line 12 of Section 3.(a) to the extent that it prohibits a pharmacy as part of an urgent care or medical related tenant that only serves its own patients/customers and not the general public.
6. Delete the 2nd, 3rd, and 4th sentences of Section 4.1.
7. Delete Section 4.2 in its entirety.
8. In Section 5.1, delete the words "parking of motor vehicles, loading and unloading of commercial and other vehicles," and "on the Building Areas located".
9. Delete Section 5.2(1) and Section 5.2(2) in their entirety.
10. Delete the 1st sentence of Section 5.2(3).
11. Delete the 3rd sentence of Section 5.3 and insert in place thereof: "No such lines, sewers, utilities or services shall hereafter be installed on the other party's Tract."
12. Amend Section 5.3 as follows:
 - (a) First sentence: delete "the Common Areas" and insert in place thereof "each Tract", and delete "or hereafter".
 - (b) Second sentence: delete "the Common Areas" and insert in place thereof "each Tract";
 - (c) Fifth sentence: delete the words "and, further provided, that no utilities shall be relocated on the Wal-Mart Tract without the prior consent of Wal-Mart as long as it is the owner of or lessee of the Wal-Mart Tract."
 - (d) Sixth sentence: delete the words "or hereafter"; delete the words "the Common Areas" and insert in place thereof "the Developer Tract"; and
 - (e) Eighth sentence: deleted.
13. In the 1st sentence of Section 5.4, delete "or hereafter".
14. Delete Section 5.5 in its entirety.
15. Delete Sections 6.1, 6.2, and 6.3 in their entirety.

The Authority hereby declares that the ECRs in the Agreement that are hereby deleted and extinguished (the "Removed Restrictions") no longer encumber the Wal-Mart Tract and the Developer Tract, and the ECRs in the Agreement that are hereby amended (the "Amended ECRs" and, with the Removed Restrictions, the "Development Restrictions") will encumber the Wal-Mart Tract and the Developer Tract as modified hereby, and that the removal and/or

amendment of the Development Restrictions shall serve the purpose of eliminating decadent, substandard or blighted open conditions thereon and preventing recurrence of such conditions in the area and promote the redevelopment of the Developer Tract as it exists in a decadent, substandard and blighted open area in accordance with the Demonstration Plan approved by the Swansea Redevelopment Authority to promote the sound growth of the community.

This taking does not include or otherwise affect (a) the terms of the Agreement as they relate to any property other than the Developer Tract and the Wal-Mart Tract or (b) any other ECRs that are set forth in the Agreement as they relate to the Developer Tract and the Wal-Mart Tract.

The Development Restrictions affect the rights of the following parties, which parties are hereinafter collectively referred to as Owners:

Owners of the Developer Tract (262 Swansea Mall Drive, Swansea):

GF Funding Swansea, LLC, a Massachusetts limited liability company
670 N. Commercial St., Suite 303
Manchester, New Hampshire 03101

Swansea Holdings, LLC, a Massachusetts limited liability company
c/o The McLaughlin Brothers, PC
1 Washington Mall, 16th Floor
Boston, MA 02108

SMI Holdings, LLC, a New Hampshire limited liability company
1662 Elm Street
Manchester, NH 03101

Ocean Investment Holdings, LLC, a Massachusetts limited liability company
171 Phillips Ave.
Swampscott, MA 01907

Tenant of the Wal-Mart Tract (54 Cousineau Drive, Swansea):

Wal-Mart Stores East, L.P.

Deed Reference: Book 7960, Page 38, as amended by First Amendment, Book 8416,
Page 125 (Notice of Lease)

Tenant of the Wal-Mart Tract

Owner of the Wal-Mart Tract:

JMAR Realty, LLC, a Massachusetts limited liability company
c/o MDJJ Realty Co LLC
156 Rolling Hills Road
Thornwood, NY 10594
Deed Reference: Book 8416, Page 1767

If in any instance the name of any Owner is not correctly stated, the names of the supposed Owners being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an Owner or Owners unknown to us.

Damages have been awarded for the taking, which are set forth in Schedule A, attached hereto and incorporated herein, but which shall not be recorded as part thereof.

Betterments are not to be assessed under this taking.

[signature page follows]

IN WITNESS WHEREOF, we, the duly elected and authorized members of the Swansea Redevelopment Authority have hereunto set our hands and seals on this ____ day of October, 2021.

SWANSEA REDEVELOPMENT AUTHORITY
By its Members,

Susan Nedar, Chairman

Michael Moore, Vice-Chairman

Christopher Hajder, Member

Gina Weyland, Member

Paul Treloar, Member

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this this ____ day of October, 2021, before me, the undersigned notary public, personally appeared _____, member(s) of the Swansea Redevelopment Authority, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Swansea Redevelopment Authority.

Notary Public
My Commission Expires:

Mall Plan



Schedule A
Award of Damages