

file # _____
filing date _____

**MANSFIELD PLANNING & ZONING COMMISSION
APPLICATION FOR SUBDIVISION OR RESUBDIVISION APPROVAL**

Name of subdivision Beacon Hill Estates-Section II

Name of subdivider (applicant) Eagleville Development Group, LLC Phone # 860-649-4800
(please PRINT)

Address P.O. Box 855, Manchester, CT 06045
(street) (town) (state) (zip)

Signature [Handwritten Signature] (owner _____)
(optionee X) Date 10/17/12

OWNER (IF OTHER THAN SUBDIVIDER)

Name Gladys Marshall c/o Diane Kestenholz Phone # 609-698-7942
(please PRINT)

Address 31 Aspen Circle, Barnegat, NJ 08005
(street) (town) (state) (zip)

Signature see attached purchase & sale agreement Date _____

FEES

See Town Council-approved Fee Schedule & Eastern Highlands Health District Review Fee Schedule
(Subdivisions will not be reviewed by Eastern Highlands Health District unless an Application for Plan
Review has been submitted)

SUBDIVISION DATA

Location: Southerly side of Mansfield City Road

Zoning district RAR 90 Total # of acres 62
Total # of lots 17

EXTENSION OF TIME

Pursuant to Section 8-26d, subsection (b) of the Connecticut General Statutes, the undersigned applicant hereby
consents to an extension of time within which the Planning and Zoning Commission is required by law to approve,
modify and approve or disapprove a subdivision plan known as

and located at/on _____

It is agreed that such extension of time shall not exceed 65 days and it is understood that this extension of time is in
addition to the first 65-day period after the receipt of the application by the Planning & Zoning Commission.

Signature _____ Date _____

BEACON HILL ESTATES SECTION II
MANSFIELD CITY ROAD, MANSFIELD
DATUM JOB# 211053
PZC ABUTTERS

21.55.4-1A John & Amelia Thacher 25 Hillside Avenue Darien, CT 06820	26.56.14 ST of CT DEEP Land Acquisition & Mgmt. Formerly MTS Property 79 Elm Street Hartford, CT 06106-5127
21.55.4-2 James Holzbach & Ying Chao Chang 866 Mansfield City Road Storrs, CT 06268	26.56.18 Kenneth Cone 260 Coventry Road Mansfield Center, CT 06250
21.55.4-3 Richard & Deena Staples 872 Mansfield City Road Storrs, CT 06268	27.55.10 John Troyer 840 Mansfield City Road Storrs, CT 06268
21.55.4-4 Susan Wright 878 Mansfield City Road Storrs, CT 06268	27.56.2 Town of Mansfield-Town Clerk/Assessor Open Space Mansfield City Road 4 South Eagleville Road Storrs, CT 06268
26.56.1 Thomas & Janmarie Weston 15 Vincent Ct Unit 29 East Hartford, CT 06108	27.56.3 Janet Lander 833 Mansfield City Road Storrs, CT 06268
26.56.3 Hometown Builders, LLC P.O. Box 534 Columbia, CT 06237	27.56.2-11B Laurence & Anysia Mayer 46 Beacon Hill Drive Storrs, CT 06268
26.56.4 Michael & Kathleen Slowik 895 Mansfield City Road Storrs, CT 06268	27.56.2-13B & 27.56.2-14B Chrissy Johnson 38 Beacon Hill Drive Storrs, CT 06268
26.56.5-1 Charles & David Dzurec, Jr. Estate of Laura Cox Dzurec 945 Mansfield City Road Storrs, CT 06268	27.56.2-15B Spring Hill Properties, LLC P.O. Box 917 Storrs, CT 06268

Agreement confidentially and shall not reveal any information contained within this Agreement, including the information contained in any reports or information developed pursuant to Paragraphs 9 and 16 of this Agreement. The rest of this Paragraph notwithstanding, Seller and Buyer may release the information described in this Paragraph to their attorneys, their accountants, its lenders and any third party professionals retained by the Buyer to aid the Buyer in its Due Diligence and development efforts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year hereinbefore set forth.

Signed, sealed and delivered
in the presence of:

Christina Skleros

Christina Skleros
Amanda Thompson

STATE OF NEW JERSEY)

COUNTY OF OCEAN)^{ss.}

SELLER
GLADYS R. MARSHALL

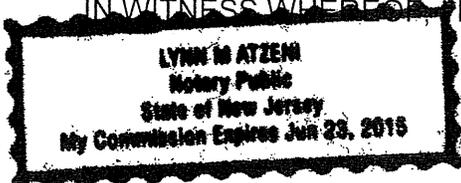
Diane Kestenholz

By DIANE KESTENHOLZ,
Her Attorney-in-Fact, duly authorized

September 20, 2011

On this the 20 day of September, 2011, before me, the undersigned officer, personally appeared, DIANE KESTENHOLZ, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney in fact for GLADYS R. MARSHALL, and acknowledged that she executed the same as the act of her principal for the purposes therein contained.

IN WITNESS WHEREOF, I hereof set my hand and official seal.



Lynn M. Atzen

Notary Public

My Commission Expires: 6.23.2015

Buyer's Signature Contained on the Following Page

BUYER

Renie Burns
Renie Burns
Leanne Juley

[Signature]
Thomas P. Boyle

STATE OF CONNECTICUT)
COUNTY OF Htd) ss. Mansfield

September 20, 2011

Personally appeared, Thomas P. Boyle, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

[Signature]
Commissioner of the Superior Court
Notary Public

Buyer, as well as third party professionals retained by Buyer, agrees to indemnify Seller from all claims of any kind or nature which may result from the actions of the Buyer pursuant to this Paragraph. The Buyer will maintain a liability insurance policy in the amount of not less than one million dollars, which shall name the Seller as an additional insured.

During the Due Diligence Period, simultaneously with the Buyer receiving any reports concerning the Premises, including but not limited to environmental reports, engineering reports, traffic reports, or any similar reports affecting the Premises, Buyer will immediately send a copy of said reports to the Seller's attorney listed in Paragraph 17. Said reports will be provided at no cost to the Seller and will be paid for by the Buyer.

The Buyer may cancel this Agreement at any time within the Due Diligence Period by providing written notice to Seller as provided in Paragraph 17, in which event this Agreement shall be null and void and the Deposit shall be returned to the Buyer.

The obligation to indemnify as set forth in this Paragraph shall survive the Closing or any other expiration of this Agreement.

The Buyer shall have the right to communicate with any governmental officials regarding the development of the Premises. The Buyer shall have the right to file any inland wetland, subdivision or similar applications with any governmental offices, and the Seller will sign any of said applications as requested by the Buyer provided that all of said actions are done without cost to the Seller and do not obligate the Seller to take any action in support of said applications, provided that Seller does not oppose said

efforts. It being specifically understood between the Parties that the purchase contemplated herein is not conditioned or in any way contingent upon any local and/or state approvals.

17. **NOTICES.** All notices sent pursuant to this Agreement shall be by written notice signed and sent by registered mail return receipt requested to the Seller and the Buyer at the addresses set forth at the beginning of this Agreement, and with copies as follows:

A copy of any notice sent to the Seller at the address at the beginning of the Agreement with a copy to Attorney Antoinette Webster, Kahan, Kerensky & Capossela, 22 Professional Park Road, P.O. Box 465, Storrs, CT 06268.

A copy of any notice sent to the Buyer at the address at the beginning of the Agreement with a copy to Attorney Leonard Jacobs, 146 Main Street, P.O. Box 480, Manchester, CT 06045.

18. **DEFAULT.** If Buyer defaults or fails to perform any of its obligations imposed on it, the Seller shall retain as liquidated damages all sums of money paid under this Agreement, and all rights and liabilities of the Parties hereto shall be deemed at an end, except with regard to Buyer's obligation to have turned over to Seller all information that Buyer developed during the Due Diligence Period and Buyer's indemnification obligation under Paragraph 16. If Seller fails to perform any of the obligations imposed on it, Buyer shall have the right to terminate this Agreement and receive a return of its Deposit and thereafter this Agreement shall be null and void, or to sue the Seller for specific performance or if Seller shall willfully breach the terms of this