

**AGREEMENT**  
**Town of Mansfield/EDR Storrs LLC/Leyland Storrs, LLC**  
**Town Square**

**Whereas**, the Town of Mansfield (hereinafter referred to as "Mansfield"), EDR Storrs LLC, a Delaware limited liability company ("EDR Storrs"), and Leyland Storrs, LLC, a Connecticut limited liability company ("Leyland Storrs") wish to ensure the orderly development and construction of the new Town Square (hereinafter referred to as the "Project") to be located in Storrs Center;

**Whereas**, the parties have agreed upon a concept plan for the Project, which is attached hereto as Exhibit A and made a part hereof (the "Concept Plan"); and

**Whereas**, the parties wish to memorialize in this Agreement (this "Agreement") their respective contributions to the Project.

**Now therefore**, for the promises and considerations hereinafter, Mansfield, EDR Storrs and Leyland Storrs do hereby agree as follows:

**A. Mansfield Agrees:**

1. To substantially complete the design of the Project by approximately November 25, 2013; such design shall be substantially in accordance with the Concept Plan, with such modifications as Mansfield may deem necessary or appropriate, in its reasonable judgment;
2. To contribute the value of \$250,000 towards the Project, using a combination of grant funding received by Mansfield for the Project and in-kind services;
3. To administer any federal or state grant funding received by Mansfield for the Project in compliance with the terms of such grant funding;
4. Except as provided in Section D.15 below, to engage necessary contractors in order to begin construction of the Project prior to December 1, 2013;
5. Except as provided in Section D.15 below, to complete the following primary components of the Project by approximately December 24, 2013:
  - a. Fieldstone seat walls;
  - b. Raised planting beds on North and East edges;
  - c. Foundation and steps of performance pavilion;
  - d. Foundation for shade structure;
  - e. Eighty-five percent of aggregate base material; and
  - f. Underground Utilities and conduits;
6. Except as provided in Section D.15 below, to complete the following components of the Project by May 10, 2014:
  - a. Green circular area and border;

- b. Pavers;
  - c. Sidewalks;
  - d. Pavilion floor;
  - e. Plantings;
  - f. Light pylons;
  - g. Fences, railings, and benches; and
  - h. Internal trees and tree grates; and
7. Except as provided in Section D.15 below, to complete the remaining components of the Project (other than the artwork, the above-ground elements of the shade structure and shade structure lighting, and the pavilion roof) by approximately August 31, 2014.

**B. EDR Storrs Agrees:**

8. To contribute the value of \$125,000 towards the Project, by (i) depositing all or a portion of such sum in cash with Mansfield within thirty (30) days following a request therefor by Mansfield, which may be made from time to time during the course of the Project, and/or (ii) constructing and paying directly for the Approved Cost (as hereinafter defined) of certain elements of the Project in accordance with the provisions of Section D.15; and
9. To submit any comments regarding changes in the design for which Mansfield seeks approval within five (5) business days after request therefor.

**C. Leyland Storrs Agrees:**

10. To contribute the value of \$125,000 towards the Project, by (i) depositing all or a portion of such sum in cash with Mansfield within thirty (30) days following a request therefor by Mansfield, which may be made from time to time during the course of the Project, and/or (ii) constructing and paying directly for the Approved Cost of certain elements of the Project in accordance with the provisions of Section D.15; and
11. To submit any comments regarding changes in the design for which Mansfield seeks approval within five (5) business days after request therefor.

**D. Mansfield, EDR Storrs and Leyland Storrs Agree:**

12. The parties acknowledge that Mansfield is entering into separate contribution agreements with each of the University of Connecticut ("UCONN") and Mansfield Downtown Partnership, Inc. ("MDP"), whereby UCONN will agree to contribute the sum of \$250,000 and MDP will agree to contribute the sum of \$100,000 towards the development and construction of the Project. The parties have also agreed that \$40,000 of the Developer Party Infrastructure Contribution has been allocated towards the Project. The anticipated budget for the Project, based on the Concept Plan, exceeds the \$890,000 to be contributed by UCONN, EDR Storrs, Leyland Storrs, Mansfield and MDP in cash and in-kind services; therefore, the parties agree that the Project to be funded with such contributions will not include the artwork, the above-ground elements of the shade structure or shade structure

lighting, or the entire cost of the pavilion roof. If, however, the MDP's further fundraising efforts result in contributions to Mansfield that are sufficient to cover the costs of design, construction, acquisition and installation of such items (after deduction for payment of any actual costs in excess of budgeted costs for the remainder of the Project), Mansfield will use such funds for such purposes and/or for such other costs approved by Mansfield with respect to the development and/or operation of the Project.

13. The parties agree to support any fundraising effort sponsored by the MDP or other appropriate entity to raise funds for the completion of the Project, provided that such covenant shall not subject any party to any additional financial or in-kind contribution without such party's consent.
14. EDR Storrs and Leyland Storrs acknowledge and agree that the contributions to be made by EDR Storrs and Leyland Storrs under Sections B.8 and C.10, respectively, are in addition to, and not in lieu of any portion of their obligations under the Development Agreement with respect to the Developer Party Infrastructure or the Developer Party Infrastructure Contribution, and further agree that their obligations hereunder are not subject to the \$3,000,000 cap referenced in Section 8.02(b) of the Development Agreement.
15. Mansfield may determine that certain elements of the Project may be more efficiently constructed by contractors under direct contract with and supervision by Leyland Storrs, EDR Storrs or one of their respective Affiliates (as applicable, the "Contracting Party") pursuant to plans and specifications furnished by or on behalf of Mansfield (such as, but not limited to, the concrete pavilion at the southeast corner of the Town Square, the curbing around the green circle and/or the concrete foundations for other elements of the Project). If Mansfield makes such determination as to any Project element, then subject to the aggregate contribution to be made by EDR Storrs and Leyland Storrs under Sections B.8 and C.10 and the portion of the Developer Party Infrastructure Contribution described in Section D.12, (a) such Project element shall be contracted for and constructed in such manner, subject to Mansfield's review and approval of the applicable contractor(s), subcontractor(s), contract(s) and subcontract(s) or applicable change order for an existing contract (including the amount(s) payable thereunder), which documents shall comply with the provisions hereof relating to prevailing wages and insurance, (b) following the lien free completion of such element in accordance with the terms of the contract or change order approved by Mansfield and applicable laws, and the delivery to Mansfield of mechanics lien waivers and releases from all persons supplying labor or materials with respect to such Project element and any applicable warranties, the cost for such Project element paid by the Contracting Party in accordance with the terms of such approved contract or change order, as applicable, (the "Approved Cost") shall be credited against the funds to be contributed to the Project by EDR Storrs and/or Leyland Storrs in accordance with an authorization executed by both parties and delivered to Mansfield on or before the date any such contract is executed by the Contracting Party, (c) the Contracting Party shall carry (and shall cause its contractors and subcontractors to carry) liability insurance in the limits set forth in the Development Agreement with respect to Developer Party Improvements, and provide evidence thereof to Mansfield, and (d) each such contract shall contain the following provision: "The wages paid to any person performing the work of any mechanic, laborer or worker on the work

contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Section 31-53(i) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of Mansfield. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day." The party who (or whose Affiliate) is contracting for such construction services shall defend, indemnify and hold Mansfield harmless from and against any and all demands, losses, judgments, damages, suits, claims, actions and liabilities, at law or in equity, of every kind and nature whatsoever and the reasonable costs and expenses thereof, (excluding attorney's fees) which Mansfield may suffer or sustain or which may be asserted or instituted against Mansfield in connection with such construction and resulting from, arising out of or in connection with the Contracting Party's failure to pay the Approved Cost for any Project element or the injury or death of any individual person or property damage due to the negligence of such party, or any of its contractors, construction managers, subcontractors, officers, directors, members or employees. The indemnity set forth in this Section D.15 shall survive the expiration or earlier termination of this Agreement.

16. The parties' respective obligations hereunder (other than the payment of money) are subject to reasonable delays for force majeure. Mansfield's obligations hereunder are contingent upon receipt of the contributions of the other parties hereto, UCONN and MDP; the parties also acknowledge that the dates set forth in Section A are target dates only and depend upon, without limitation, the efforts and contributions of others, the weather and completion of design. If Leyland Storrs or EDR Storrs fails to make any payment due under this Agreement in full when due, that portion of the payment that remains unpaid shall bear interest at the interest rate per annum set forth in Section 18.05 of the Development Agreement.
17. This Agreement shall become effective as of the date of execution by both parties and shall expire on completion of the punch-list for the Project.
18. Initial capitalized terms not defined herein shall have the meanings ascribed thereto in that certain Development Agreement dated as of February 15, 2011 and recorded in Volume 707, Page 198 of the Mansfield Land Records, as supplemented by that certain Supplement to Development Agreement dated as of May 26, 2011 and recorded in Volume 707, Page 311 of the Mansfield Land Records, as amended by that certain Amendment to Development Agreement dated as of October 1, 2011 and recorded in Volume 715, Page 397 of the Mansfield Land Records (the "Development Agreement"); provided, however, this Agreement shall not constitute an amendment of the Development Agreement.
19. This Agreement shall be construed in accordance with the laws of the State of Connecticut. This Agreement shall not be altered, changed or amended except for formal written amendment duly executed by the parties hereto. The performance by any party of its respective obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by any other party. This Agreement may be executed in one or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted by facsimile or electronic mail and a faxed or electronically mailed counterpart of this Agreement containing either the original and/or copy of any signature shall have the same force and effect as an original counterpart signature.

So Agreed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF MANSFIELD

By:   
Matthew W. Hart  
Town Manager

EDR STORRS LLC

By: Education Realty Operating Partnership, LP,  
a Delaware limited partnership, Sole Member and Manager

By: Education Realty OP GP, Inc.  
a Delaware corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LEYLAND STORRS, LLC

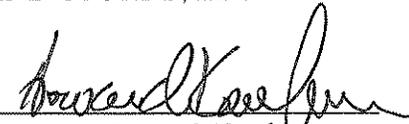
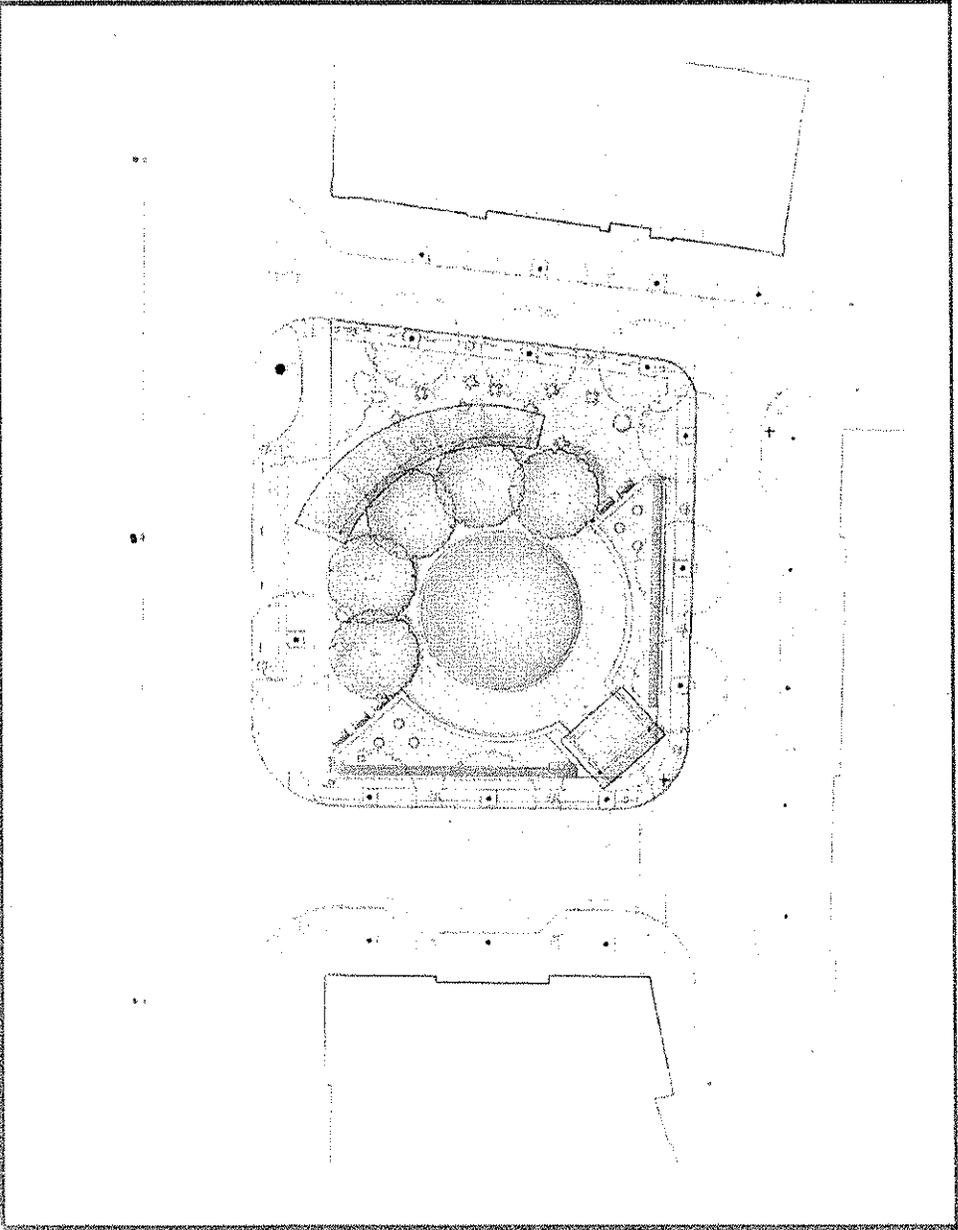
By:   
Name: Howard Kaufman  
Title: Manager

Exhibit A  
Concept Plan



counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted by facsimile or electronic mail and a faxed or electronically mailed counterpart of this Agreement containing either the original and/or copy of any signature shall have the same force and effect as an original counterpart signature.

So Agreed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF MANSFIELD

By: \_\_\_\_\_  
Matthew W. Hart  
Town Manager

EDR STORRS LLC

By: Education Realty Operating Partnership, LP,  
a Delaware limited partnership, Sole Member and Manager

By: Education Realty OP GP, Inc.  
a Delaware corporation, its general partner

By:   
Name: THOMAS TRUBIANO  
Title: EXECUTIVE VICE PRESIDENT

LEYLAND STORRS, LLC

By: \_\_\_\_\_  
Name: Howard Kaufman  
Title: Manager