

AGREEMENT
Town of Mansfield/Mansfield Downtown Partnership, Inc.
Town Square

Whereas, the Town of Mansfield (hereinafter referred to as "Mansfield") and Mansfield Downtown Partnership, Inc. (hereinafter referred to as "MDP") 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 acknowledge that Mansfield is entering into separate contribution agreements with each of the University of Connecticut ("UCONN") EDR Storrs LLC, a Delaware limited liability company ("EDR Storrs"), and Leyland Storrs, LLC, a Connecticut limited liability company ("Leyland Storrs"), whereby UCONN will agree to contribute the sum of \$250,000, EDR Storrs will agree to contribute the sum of \$125,000, and Leyland Storrs will agree to contribute the sum of \$125,000 towards the development and construction of the Project;

Whereas, the parties have also agreed that \$40,000 of the Developer Party Infrastructure Contribution has been allocated towards the Project; and

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");

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

Whereas, on October 3, 2013, the MDP Board of Directors authorized the appropriation of \$100,000 from its cumulative fund balance to assist with funding the Project;

Now therefore, for the promises and considerations hereinafter, Mansfield and MDP do hereby agree as follows:

A. Mansfield Agrees:

1. To 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. In accordance with a contemporaneous agreement between Mansfield, EDR Storrs LLC, and Leyland Storrs, LLC, regarding the development and construction of the Town Square, to

engage necessary contractors in order to begin construction of the Project prior to December 1, 2013;

5. In accordance with a contemporaneous agreement between Mansfield, EDR Storrs LLC, and Leyland Storrs, LLC, regarding the development and construction of the Town Square, to complete the following 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 utility lines and conduits
6. In accordance with a contemporaneous agreement between Mansfield, EDR Storrs LLC, and Leyland Storrs, LLC, regarding the development of the Town Square, 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. Light pylons;
 - f. Fences, railings, and benches; and
 - g. Internal trees and tree grates;
7. 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.
8. To support, and to require in their separate agreements that UCONN, EDR Storrs and Leyland Storrs 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 to support shall not subject any party to any additional financial or in-kind contribution without such party's consent.

B. MDP Agrees:

9. To contribute the value of \$100,000 towards the Project, by depositing such sum in cash with Mansfield on or before December 1, 2013;
10. To use its best efforts to sponsor a fundraising effort to raise funds for the completion of the Project, provided that this covenant shall not subject any MDP to any additional financial or in-kind contribution without MDP's consent; and
11. To submit any comments regarding changes in the design for which Mansfield seeks approval within five (5) business days after request therefor.

C. Mansfield and MDP Agree:

12. 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' 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 MDP, UCONN, EDR Storrs and Leyland Storrs; 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.
14. 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.
15. 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 26th day of November, 2013.

TOWN OF MANSFIELD

By: 
Matthew W. Hart
Town Manager

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

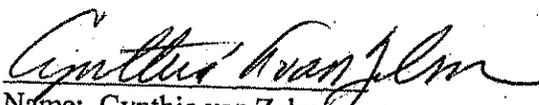
By: 
Name: Cynthia van Zelm
Title: Executive Director

Exhibit A
Concept Plan

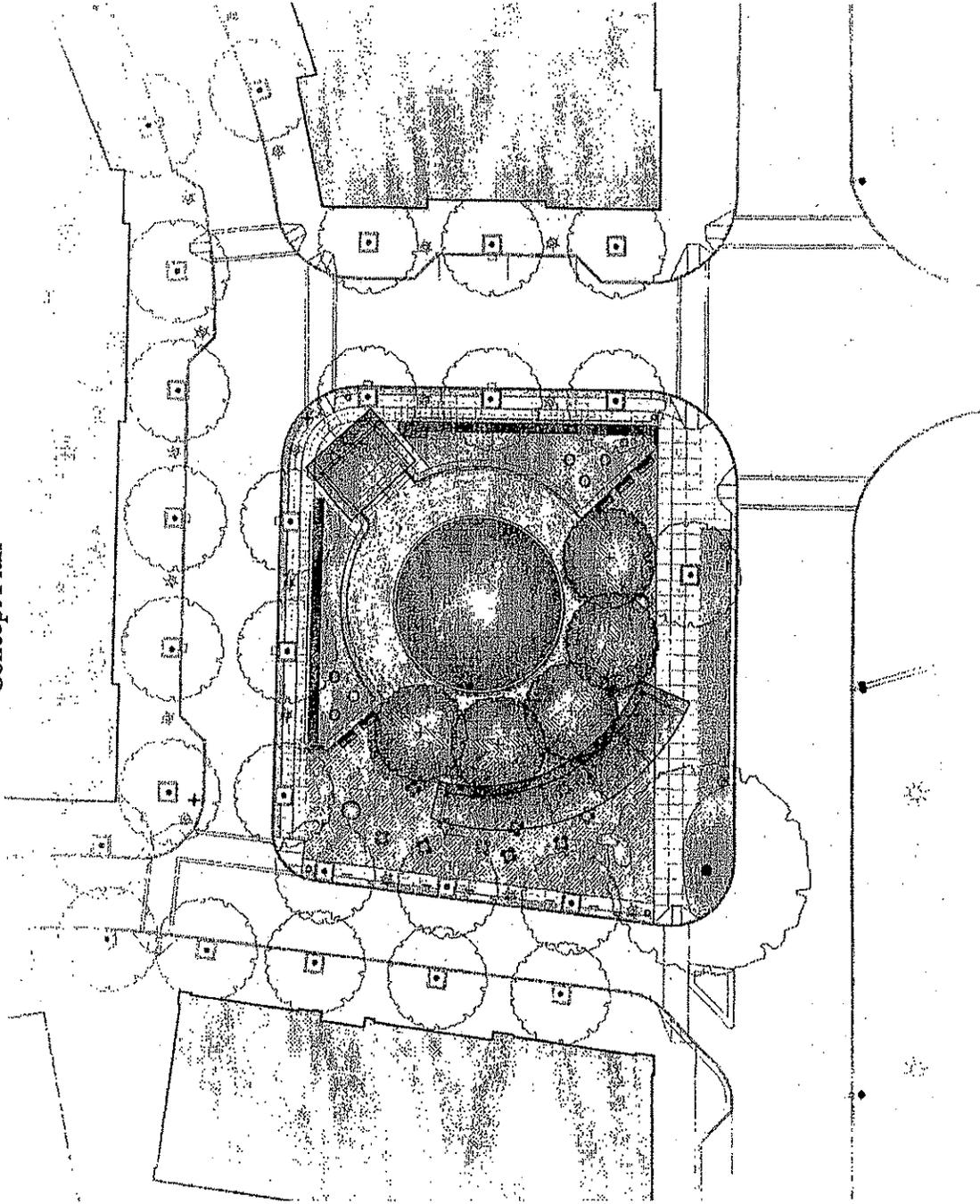


Exhibit B

Proposed Project Schedule

Storrs Center Town Square
Proposed Project Schedule
11/19/13

<u>Project Element/Milestone</u>	<u>Completion Date</u>
Initial Design Plans (K-F)	November 25, 2013
Landscaping contract approved/signed	November 25, 2013
Concrete foundation work (Pavilion and shade structure)	December 24, 2013
Pavilion foundation and steps	December 24, 2013
Construction of raised planting beds	December 24, 2013
Construction of Stone Walls	December 24, 2013
Place Aggregate Base	December 24, 2013
Construction of Green Circle	May 10, 2014
Placing pavers around green circle & throughout the square	May 10, 2014
Planting of internal trees	May 10, 2014
Planting of raised planting beds	May 10, 2014
Construction of edge sidewalks	May 10, 2014
Construction of fences, railings, and benches	May 10, 2014
Construction of Pavilion/Stage roof	August 31, 2014 (if funds permit)
Construction of Shade Structure	August 31, 2014 (if funds permit)