

**DEVELOPMENT AGREEMENT**

**BY**

**MANSFIELD DOWNTOWN PARTNERSHIP, INC.**

**AND**

**STORRS CENTER ALLIANCE LLC**

**AUGUST 3, 2004**

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**EXHIBIT C (GUARANTY BY LEYLANDALLIANCE LLC)**

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of August, 2004, by and between the **MANSFIELD DOWNTOWN PARTNERSHIP, INC.** (the "Partnership") a nonprofit corporation with an address at 1244 Storrs Road, P.O. Box 513, Storrs, Connecticut 06268 and **STORRS CENTER ALLIANCE LLC** (the "Master Developer") a Connecticut limited liability company having an address in care of LeylandAlliance LLC, 16 Sterling Lake Road, Tuxedo, New York 10987.

### RECITALS

A. The Partnership is a Connecticut nonprofit, nonstock corporation incorporated September 5, 2002, as successor to an unincorporated association of similar name.

B. The Partnership commissioned the preparation of a concept master plan for the area of downtown Mansfield to be known as Storrs Center (or such other name as may be agreed upon by the Partnership and Master Developer) which culminated in the completion of the "Downtown Mansfield Master Plan, May, 2002" (the "Master Plan"). The Master Plan recommended that the Mansfield Town Council create a municipal development corporation under Chapter 132 of the Connecticut General Statutes to act as a municipal development agency charged with both the preparation and implementation of a Municipal Development Plan for Storrs Center satisfying the requirements of Connecticut General Statutes section 8-189 (the "MDP").

C. By action of the Mansfield Town Council on or about May 28, 2002, the Partnership was designated as the municipal development agency for the Town of Mansfield pursuant to Chapter 132 of the Connecticut General Statutes.

D. The main campus of the University of Connecticut (the "University") is located adjacent to Connecticut State Route 195 and the Storrs Center area. The University's policy is that redevelopment of the Storrs Center area in a manner consistent with the Master Plan will further its institutional mission.

E. In furtherance of its interest in facilitating the development of its property located in the Storrs Center project area, the University commissioned Baystate Environmental Consultants, Inc. to prepare an "Environmental Impact Evaluation for the Proposed Graduate Student Apartments and Downtown Mansfield Master Plan Projects, Storrs, Connecticut" (the "EIE") pursuant to Connecticut General Statutes section 22a-1 et seq.

F. On or about April 28, 2003, the Secretary of the Connecticut Office of Policy and Management ("OPM") approved the EIE, subject to two conditions, including the condition that a municipal development plan be prepared pursuant to Chapter 132 of the Connecticut General Statutes (the "OPM Approval Letter").

G. On or about May 12, 2003, the Partnership released to the public a "Request for Developer Qualifications and Concepts (RFQ), Downtown Mansfield Municipal Development Plan, Mansfield, Connecticut" ("RFQ"). The purpose of the RFQ was to solicit written qualifications and concepts from development organizations interested in being designated the master developer for Storrs Center. The RFQ pertained to certain parcels of land located in the Town of Mansfield adjacent to or in the vicinity of Connecticut State Route 195 and the campus of the University of Connecticut (the "RFQ Area").

H. The Partnership has engaged the firm of Looney Ricks Kiss Architects, Inc. ("LRK") and LRK's subconsultants including, but not limited to, EDAW Inc., Urban Partners and URS Corporation (collectively with LRK the "LRK Team") to assist the Partnership in the preparation of the MDP. The LRK Team is responsible for completing certain tasks for the Partnership, as set forth in a certain scope of services (the "LRK Team Scope of Services") attached as Exhibit A of this Agreement.

I. The RFQ provided that, once selected, the master developer would participate with the Partnership and the Partnership's consultants in the conceptual design of Storrs Center and the preparation of an MDP and ultimately in implementing the MDP by developing a project in a manner consistent with the MDP (the "Project").

J. In furtherance of its interest in being designated the master developer for the Project, Storrs Center Alliance LLC invested resources in responding to the RFQ, including consulting with various real estate, planning, architectural, engineering and legal professionals, preparing materials responsive to the RFQ and participating in interviews with the Partnership. Storrs Center Alliance LLC is a Connecticut limited liability company. LeylandAlliance LLC, a Delaware limited liability company, is the sole member of Storrs Center Alliance LLC.

K. At the conclusion of the Partnership's review of qualifications from the various entities that responded to the RFQ, the Partnership selected Storrs Center Alliance LLC to be the master developer for the Project (Storrs Center Alliance LLC hereinafter being referred to as the "Master Developer").

L. Since its designation as Master Developer, Storrs Center Alliance LLC has undertaken substantial additional efforts toward developing the Project, including research, data gathering, planning, preliminary engineering, retention of consultants and attending numerous meetings to discuss the Project with its professional team and the Partnership.

M. As a result of the preliminary planning efforts by the Master Developer and the Partnership and their respective consultants, the Master Developer and the Partnership agree that the purposes of the Project will be better served if the geographic limits of the Project include certain parcels of land in addition to the RFQ Area. The geographic limits of the Project are shown on a map attached as Exhibit B (hereinafter referred to as the "Project Area"). It is understood that the Project Area may be modified from time to time, by mutual consent of the Partnership and the Master Developer. The Partnership neither owns nor plans to acquire any real property located within the Project Area.

N. The University owns certain parcels of land located within the Project Area. The Master Developer has entered into negotiations with the University to enter into a written agreement for the acquisition of fee simple or other property interests in certain parcels of land owned by the University (the "Land Acquisition Agreement").

O. The University currently owns and operates a water supply system that serves the Storrs Center area of Mansfield. The University has stated its commitment to fully serving all water supply needs arising from the Project. The Master Developer and the University have entered into negotiations for a written water supply agreement (the "Water Supply Agreement").

P. The University currently owns and operates a water pollution control facility that provides sanitary sewer service to the Storrs Center area of Mansfield. The University has stated its commitment to fully serving all sanitary sewer needs arising from the Project. The Master Developer and the University have entered into negotiations for a written sanitary sewer service agreement (the "Sanitary Sewer Service Agreement").

Q. The Master Developer and the Partnership desire to memorialize their various agreements relating to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## ARTICLE I

### DEFINITIONS

For purposes of this Agreement, the following terms shall, unless the context otherwise requires, have the respective meanings assigned to such terms in this Article I or the recital or section of this Agreement referred to below:

"Agreement" has the meaning set forth in the initial paragraph of this Agreement, as such Agreement may be amended from time to time pursuant to Section 16.6.

"Business Day" means any day other than a Saturday, Sunday, legal holiday as recognized in the State of Connecticut, or any other day on which, in the State of Connecticut, the United States Post Office has no scheduled deliveries.

"Business Plan" has the meaning set forth in Section 2.1 of this Agreement.

"Conceptual Site Plan" has the meaning set forth in Section 2.1(b) of this Agreement.

"Development Program" has the meaning set forth in Section 2.1(a) of this Agreement.

"EIE" has the meaning set forth in Recital E of this Agreement.

“Financing Plan” has the meaning set forth in Section 2.1(d) of this Agreement.

“Governmental Approvals” has the meaning set forth in Section 5.2 of this Agreement.

“Governmental Authority” means any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever of any governmental unit (whether federal, state, county, district, municipal or otherwise), whether now or hereafter in existence, which have jurisdiction over all or any portion of the Project.

“Land Acquisition Agreement” has the meaning set forth in Recital N of this Agreement.

“Land Records” means the land records of the Town of Mansfield.

“LRK Team Scope of Services” has the meaning set forth in Recital H of this Agreement.

“Master Developer” means Storrs Center Alliance LLC, a Connecticut limited liability company, its successors and permitted assigns in connection with the rights and obligations assigned.

“Master Developer Default” has the meaning set forth in Section 13.1 of this Agreement.

“Master Plan” has the meaning set forth in Recital B of this Agreement.

“Municipal Development Plan” or “MDP” has the meaning set forth in Recital B of this Agreement.

“OPM” has the meaning set forth in Recital F of this Agreement.

“OPM Approval Letter” has the meaning set forth in Recital F of this Agreement.

“Partnership Default” has the meaning set forth in Section 14.1 of this Agreement.

“Project” has the meaning set forth in Recital I of this Agreement.

“Project Area” has the meaning set forth in Recital M of this Agreement.

“Project Management Plan” has the meaning set forth in Section 2.1(f) of this Agreement.

“RFQ” has the meaning set forth in Recital G of this Agreement.

“RFQ Area” has the meaning set forth in Recital G of this Agreement.

“ROFR Period” has the meaning set forth in Section 13.2(d) of this Agreement.

“Sanitary Sewer Service Agreement” has the meaning set forth in Recital P of this Agreement.

“University” has the meaning set forth in Recital D of this Agreement.

“University Agreements” has the meaning set forth in Section 5.1 of this Agreement.

“Water Supply Agreement” has the meaning set forth in Recital O of this Agreement.

## ARTICLE II

### DEVELOPMENT OF A BUSINESS PLAN FOR THE PROJECT

Section 2.1. Business Plan. The Master Developer, in consultation with the Partnership, shall prepare a confidential business plan for the development and construction of the Project (the “Business Plan”). The Business Plan shall include, but not be limited to, the following elements:

(a) A development program consisting of a statement of the proposed number, types and mix of residential units within the Project (which may be in the form of a range, consisting of proposed minimum and maximum amounts) and a statement of the proposed square footages (which may also be a proposed range of square footages) for each type of non-residential use proposed within the Project (the “Development Program”).

(b) A conceptual site plan for the Project identifying the proposed locations of each type of land use; proposed locations of buildings, public and private streets, parking areas, public spaces and sidewalks; approximate locations of storm drainage improvements for the Project; and approximate locations of utilities servicing the Project (the “Conceptual Site Plan”).

(c) A preliminary list of all governmental permits and approvals that will be required to complete the Project.

(d) A financing plan for the Project generally identifying proposed sources of funding for each component of the Project, approximate amounts of funding for each component of the Project and anticipated timing and sequencing of Project financing (the “Financing Plan”).

(e) A critical path chart or similar timeline outlining the anticipated sequence and phasing of development of the Project.

(f) A preliminary management plan for the Project setting forth the anticipated methods and responsibilities for maintaining the improvements contained in the Project following the completion of construction (the “Project Management Plan”).

Section 2.2. Timing of Business Plan Completion. The Business Plan shall be completed in two phases. First, the Master Developer, in consultation with the Partnership, shall prepare a preliminary draft of the Business Plan within 30 days of the execution of this Agreement. Second, the Master Developer, in consultation with the Partnership, shall prepare a final draft of the Business Plan. Given that implementation of the Business Plan will depend

upon approval of the MDP and the receipt of all Governmental Approvals, the final draft of the Business Plan shall be completed no later than 120 days following final approval of the MDP and the receipt of all required Governmental Approvals. The preliminary and final drafts of the Business Plan shall be subject to approval by the Partnership, which approvals shall not be unreasonably withheld or delayed.

Section 2.3. Flexibility. The Parties acknowledge that the viability of the Project depends upon the Business Plan being flexible enough to adapt to changing circumstances, including changes in economic and real estate market conditions. Therefore, the Business Plan may be modified from time to time by the Master Developer, such modifications to be subject to approval by the Partnership, such approvals not to be unreasonably withheld or delayed.

### ARTICLE III

#### PREPARATION OF THE MUNICIPAL DEVELOPMENT PLAN

Section 3.1. Preparation of the MDP. Within 120 days after the execution of this Agreement, the Developer and the Partnership shall prepare an MDP for the Project. The 120 day time period does not include any of the review and approval processes referenced in Article IV. It is expected that there will be overlap between elements of the MDP and the Business Plan. Each party's work on the MDP shall be at its own expense. The Master Developer shall prepare, or pay for the preparation of, as the case may be, all reports and supporting documentation necessary to complete the MDP other than those identified in the LRK Team Scope of Services as to be prepared by LRK. The MDP shall include, but not be limited to, the following elements, to the extent legally required:

- (a) A legal description of the land within the Project Area.
- (b) A description of the present condition and uses of the Project Area.
- (c) A description of the types and locations of land uses or building uses proposed for the Project Area.
- (d) A description of the types and locations of present and proposed streets, sidewalks and sanitary, utility and other facilities and the types and locations of other proposed site improvements, including a stormwater design plan that satisfies the requirements of the OPM Approval Letter. Any traffic reports that are prepared shall conform to the standards of the Connecticut Department of Transportation for reports of similar type.
- (e) Statements of the present and proposed zoning classification and subdivision status of the Project Area and the areas adjacent to the Project Area.
- (f) A plan for relocating Project Area occupants.
- (g) A financing plan for the Project.

- (h) An administrative plan for the Project.
- (i) A marketability and proposed land use study or building use study for the Project Area.
- (j) Appraisal reports and title searches of the Project Area.
- (k) A statement of the number of jobs which the Partnership anticipates would be created by the Project and the number and types of existing housing units in the Town of Mansfield and in contiguous towns which would be available to employees filling such jobs.
- (l) Findings appropriate to the Project and necessary to comply with Chapter 132 of the Connecticut General Statutes.

Section 3.2. Role of the LRK Team. Nothing in this Agreement limits any of the LRK Team's obligations to the Partnership under the LRK Team Scope of Services. The Partnership shall use best efforts to cause the LRK Team to consult and cooperate with the Master Developer in completing the tasks described in the LRK Team Scope of Services.

Section 3.3. Consent to Use MDP Reports. The Partnership and the Master Developer mutually consent to each other's use of all final reports prepared in support of the MDP for all purposes consistent with the Project.

Section 3.4. Extension Periods. The Parties will cooperate to achieve the earliest possible approval of the MDP. The Parties acknowledge that the completion of the MDP will require input from, and the involvement of, various other agencies and individuals. Circumstances may reasonably prevent the completion of the MDP within 120 days after the execution of this Agreement. Therefore, either the Master Developer or the Partnership may request one or more extensions of time from the other in which to complete the MDP; the parties shall act reasonably and expeditiously in consideration of any such request.

## ARTICLE IV

### REVIEW AND APPROVAL OF THE MUNICIPAL DEVELOPMENT PLAN

Section 4.1. Generally. The Master Developer shall, at its own expense, pursue the MDP approval process to completion, and will participate in such revisions as may be needed to obtain all approvals on the same basis as preparation of the originally-submitted MDP. It is understood, however, that the Partnership and the LRK Team shall cooperate fully with the Master Developer, and that certain tasks required to complete the MDP process shall be completed by the Partnership's consultants, who shall be paid by the Partnership. Unless and until the MDP is fully approved by all necessary authorities, the Master Developer shall not apply for any permits relating to construction of any part of the Project, including improvements on any land the Master Developer may acquire from owners other than the University.

Section 4.2. Review by the University of Connecticut. The Partnership, the Master Developer and its consultants shall present the MDP to the Board of Trustees of the University of Connecticut and request the endorsement of the MDP by the Board of Trustees.

Section 4.3 Review by the Town of Mansfield Planning and Zoning Commission. The Partnership, the Master Developer and its consultants shall present the MDP to the Mansfield Planning and Zoning Commission and request a determination that the MDP is in accord with the Mansfield Plan of Conservation and Development.

Section 4.4. Review by the Windham Regional Council of Governments. The Partnership, the Master Developer and its consultants shall present the MDP to the Windham Regional Council of Governments and request a determination that the MDP is in accord with the plan of development for the region.

Section 4.5. Review by the Partnership. The Master Developer and its consultants shall present the MDP to the Partnership in a public hearing and request approval of the MDP.

Section 4.6. Review by the Mansfield Town Council. The Partnership, the Master Developer and its consultants shall present the MDP to the Mansfield Town Council and seek approval of the MDP.

Section 4.7. Review by the Commissioner of the Connecticut Department of Economic and Community Development. Immediately upon approval of the MDP by the Mansfield Town Council, the Partnership shall submit the MDP to the Commissioner of the Department of Economic and Community Development for approval.

Section 4.8. Joint Meetings. Nothing in this Agreement shall preclude any of the required meetings or public hearings with the Partnership, the Mansfield Planning and Zoning Commission, the Windham Regional Council of Governments or the Mansfield Town Council from being held as joint meetings.

## ARTICLE V

### PERMITS AND APPROVALS; TIMING; CONSTRUCTION OF THE PROJECT

Section 5.1. Agreements with the University. The Master Developer shall, with reasonable diligence, pursue negotiations with the University with the goal of executing the Land Acquisition Agreement, the Water Supply Agreement and the Sanitary Sewer Service Agreement (collectively, the "University Agreements") at the earliest possible date. The execution of the University Agreements and the full performance by the Master Developer and the University of their respective obligations under the University Agreements are of the essence of this Agreement. The Master Developer shall not be in default of this Agreement if any of the University Agreements is not executed or, if executed, are breached by the University. However,

if the University Agreements are not executed within six (6) months following the date of execution of this Agreement, this Agreement shall be terminated and become null and void, neither party having any liability to the other, if either party to this Agreement so elects and gives written notice of such termination to the other party.

Section 5.2. Permits and Approvals. Beginning promptly after final approval of the MDP, the Master Developer shall, with reasonable diligence, prepare detailed plans and appropriate supporting materials and apply for all permits and approvals that are required from any Governmental Authority in order to construct the Project substantially in accordance with the MDP (each a "Governmental Approval" and collectively the "Governmental Approvals"), with the exception of the following:

(a) Any permits or approvals required to provide a potable water supply to the Project pursuant to the Water Supply Agreement.

(b) Any permits or approvals required to provide sanitary sewer service to the Project pursuant to the Sanitary Sewer Service Agreement.

Section 5.3. Utility Service to the Project. Nothing in this Article is intended to relieve the Master Developer from paying for the normal cost of utility services and assessments (it being understood that the terms of supply of water and sanitary sewer service shall be governed by the Water Supply Agreement and the Sanitary Sewer Service Agreement).

Section 5.4. No Default. The failure of the Master Developer to receive any one or more Governmental Approvals shall not constitute a Master Developer Default under this Agreement. The Master Developer may, in its sole discretion, prosecute, defend or withdraw from any appeals or other litigation relating to the Project. The failure of the Master Developer to prosecute, defend or prevail in appeals or other litigation relating to the Project shall not constitute a Master Developer Default under this Agreement.

Section 5.5. New Zoning District. The Mansfield Planning & Zoning Commission's approval of a new zoning district for the Project Area (such as a special design district) and related Zoning Regulation amendments, including a special administrative permitting procedure, is of the essence of this Agreement. The Partnership and the Master Developer shall jointly prepare and file applications with the Mansfield Planning and Zoning Commission for approval of a new zoning district designation for the Project Area and all relevant and appropriate related Zoning Regulation amendments that will permit all of the contemplated uses of land within the Project within sixty (60) days after the final approval of the MDP, or as soon as reasonably possible after such approval.

Section 5.6. Timing of Construction. The Master Developer shall construct the Project substantially in accordance with the terms and conditions of the Governmental Approvals according to the following schedule:

(a) The Master Developer shall obtain a written construction loan commitment, and provide evidence of same to the Partnership, no later than ninety (90) days following the receipt of, or in the event of, as the case may be, each of the following:

- (i) all Governmental Approvals;
- (ii) written assurance from the University that an adequate supply of potable water is available to serve the entire Project pursuant to the terms of the Water Supply Agreement;
- (iii) written assurance from the University that adequate sanitary sewer service is available to serve the entire Project pursuant to the terms of the Sanitary Sewer Service Agreement; and
- (iv) any and all appeals or other litigation relating to the Project have been fully and finally concluded in favor of the Master Developer in all respects and all applicable appeal periods have expired.

(b) The Master Developer shall start construction of the Project no later than sixty (60) days following the receipt of the written construction loan commitment described in section 5.6(a) above. Within 120 days of the start of construction, the parties agree to negotiate a specific construction schedule, including provisions for any phasing of construction, as a Development Agreement Amendment pursuant to section 16.6.

(c) The Master Developer shall pursue the Project with reasonable diligence. The Master Developer shall complete construction of the Project no later than four (4) years following the start of construction described in section 5.6(b) above.

Section 5.7. Deadlines in Article V. The deadlines in this Article V, including any amendments to this Agreement relating thereto, shall be subject to extension upon the written request of the Master Developer in the event that one or more events not reasonably within the control of the Master Developer (other than difficulty, delay or failure to acquire land from grantors other than the University) make such request reasonable. In addition, it is understood that if a deadline is extended for any task that is required to be completed before proceeding to a later task, the deadline for the succeeding task shall also be extended for a corresponding period of time.

Section 5.8. Costs of Construction. The costs of construction of the Project shall be borne entirely by the Master Developer, with the understanding that the Master Developer may pursue certain public funding from local, state and/or federal sources, as well as private funding from equity investors, lending institutions and such other sources as the Master Developer may elect to pursue in its sole discretion. The Master Developer agrees that the receipt of such funding is not a condition precedent to its obligations to construct the Project as set forth in this Agreement.

Section 5.9. Coordination of Construction. The Master Developer shall coordinate the activities of its general contractors in connection with the construction of the Project with the Partnership, the Town of Mansfield and the University of Connecticut. The Master Developer shall meet and review construction schedules and progress with the Partnership at least once

every three months to facilitate timely cooperation and public awareness of the Project. At no cost to the Partnership and with the prior consent of the Partnership, such consent not to be unreasonably withheld, the Master Developer may delegate its duty to meet with the Partnership under this section to its general contractor.

Section 5.10. Construction Lender Notice to the Partnership. The Master Developer shall make reasonable efforts to obtain the written agreement of each of its construction lenders to notify the Partnership in writing of any lender claim that there exists a material default under any agreement between the Master Developer and such lender.

## ARTICLE VI

### TRANSFER OF REAL PROPERTY RELATED TO PROJECT

Section 6.1. Generally. The Master Developer may acquire any real property that it deems necessary for the completion of the Project. The Partnership and the Master Developer acknowledge that, before construction shall commence on any particular property, the Master Developer shall have acquired fee simple interest to such real property (or such other legal interest that may be acceptable to Master Developer). Nothing in this Agreement shall preclude the Partnership and the Master Developer from agreeing to structure development of all or part of the Project through other means of control over real property including, but not limited to, one or more ground leases.

## ARTICLE VII

### WATER SUPPLY; SANITARY SEWER; UTILITIES

Section 7.1. Water Supply. Any default by the University under the Water Supply Agreement shall not constitute a Master Developer Default under this Agreement.

Section 7.2. Sanitary Sewer. Any default by the University under the Sanitary Sewer Service Agreement shall not constitute a Master Developer Default under this Agreement.

Section 7.3. Utilities. The Master Developer shall arrange for all utility service to the Project including, but not limited to, electric, gas, telephone and cable TV. The foregoing obligation shall be subject to the University's willingness to enter into the Water Supply Agreement and the Sanitary Sewer Service Agreement on terms mutually acceptable to the University and the Master Developer.

## ARTICLE VIII

### COOPERATION

Section 8.1. Cooperation. The Master Developer and the Partnership, and each of their respective agents, consultants, representatives and advisors, shall fully and expeditiously cooperate in a reasonable manner and in good faith for the duration of this Agreement in all matters relating to this Agreement including, but not limited to, the following:

(a) The Partnership and the Master Developer agree to meet on a regular basis for the purpose of achieving final approval of the MDP and the complete development of the Project.

(b) The Partnership shall use its best efforts to assist the Master Developer in the expeditious preparation and processing of all applications for Governmental Approvals.

(c) To the extent that the Partnership is required or requested to review plans, applications or other materials prepared by the Master Developer relating to the Project, the Partnership shall cooperate in completing such review in an expeditious manner recognizing that time is of the essence.

(d) To the extent that the Partnership's authorization, consent or approval is required on any written materials, plans, applications or other matters relating to the MDP or to the Project, the Partnership shall cooperate in providing such authorization, consent or approval in an expeditious manner, recognizing that time is of the essence, and shall not unreasonably withhold or delay the granting of such authorization, consent or approval.

(e) The Partnership shall use its best efforts to assist the Master Developer in any negotiations or discussions with any public or private entity related to the Project including, but not limited to, the University of Connecticut and the Town of Mansfield, and in seeking public and private funding for the Project.

(f) The Partnership and the Master Developer acknowledge that extensive public communications will be necessary to ensure the success of the Project. The Partnership and the Master Developer shall cooperate in the regular dissemination of information to the public in a timely manner.

(g) Future circumstances may cause either party to believe that the uses, density, design, arrangement or any other aspect of the Project should be changed. In such an event, the parties agree to cooperate with each other in resolving whether or not to modify the Project, including the potential modification of the Business Plan, the MDP or any Governmental Approvals. No such modification proposed by either party shall be rejected unreasonably by the other party.

(h) The parties shall jointly prepare, print (at the Master Developer's expense) and disseminate a public report on the status of the Project at least annually, provided that this shall not limit the frequency, distribution or content of such additional public communications the Master Developer wishes to make.

## ARTICLE IX

### DISPUTE RESOLUTION

Section 9.1. Arbitration. Any dispute arising between the Parties hereto concerning any matter of performance under, or interpretation or breach of, this Agreement shall be settled by arbitration. Either Party may serve upon the other Party a written notice demanding that the dispute be resolved pursuant to this Article. Within ten (10) days after the giving of the above mentioned notice, each of the Parties hereto shall nominate and appoint an arbitrator and shall notify the other Party in writing of the name and address of the arbitrator so chosen. Upon the appointment of the two arbitrators as hereinabove provided, said two arbitrators shall forthwith, and within ten (10) days after the appointment of the second arbitrator, and before exchanging views as to the question at issue, appoint in writing a third arbitrator and give written notice of such appointment to each of the Parties hereto. In the event that the two arbitrators shall fail to appoint or agree upon such third arbitrator within said ten (10) day period, a third arbitrator shall be selected by the Parties themselves if they agree upon a third arbitrator within a further period of ten (10) days. If any arbitrator shall not be appointed or agreed upon within the time herein provided, then either Party on behalf of both may request such appointment by the American Arbitration Association (or a successor or similar organization if the American Arbitration Association is no longer in existence). Said arbitrators shall be sworn faithfully and fairly to determine the question at issue. The three arbitrators shall each be duly qualified in the subject matter of the dispute under arbitration and shall afford to the Master Developer and the Partnership the privilege of cross-examination, on the question at issue, and shall, with all possible speed, make their determination in writing and shall give notice to the Parties of such determination. The concurring determination of any two of said three arbitrators shall be binding upon the Parties hereto, or, in case no two of the arbitrators shall render a concurring determination, then the determination of the third arbitrator appointed shall be binding upon the Parties hereto. Each Party shall pay the fees of the arbitrator appointed by it, and the fees of the third arbitrator shall be divided equally between the Parties. In the event that any arbitrator appointed as aforesaid shall thereafter die or become unable or unwilling to act, his or her successor shall be appointed in the same manner provided in this Article for the appointment of the arbitrator so dying or becoming unable or unwilling to act.

Section 9.2. Location of Arbitration Proceedings. All arbitration proceedings pursuant to this Agreement shall be conducted in either Hartford or Mansfield, Connecticut, or any other location to which all Parties agree.

Section 9.3. Mediation. Nothing in this Agreement shall prevent the Parties from mutually agreeing to engage in non-binding mediation in an effort to resolve any dispute arising out of this Agreement. To the extent that the Parties agree to engage in such mediation, either party may elect to withdraw from the mediation at any time, in which case all provisions of this Article shall continue to apply.

## ARTICLE X

### REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

Section 10.1. Due Authorization. This Agreement has been duly authorized, executed and delivered by the Partnership, and constitutes the legal, valid and binding agreement of the Partnership, enforceable against the Partnership in accordance with its terms.

Section 10.2. Full Disclosure. The Partnership has disclosed to the Master Developer all information, whether embodied in written or oral form, that is material to the Project. No representation or warranty of the Partnership, and no statement made in any document delivered by it to the Master Developer, omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

Section 10.3. Exclusive Dealings. The Partnership is pursuing the development of the Project Area exclusively with the Master Developer, and the Partnership covenants that it has not and will not engage in any communications, whether written or oral, with any other developer entity for so long as this agreement is in effect.

Section 10.4. Noncompetition. For a period of seven (7) years following the date hereof, the Partnership shall not engage in any development or other business activity which, if successful, might reasonably compete with the business interests of the Master Developer or any of the actual business tenants, owners or occupants of property developed by the Master Developer unless the Partnership obtains the Master Developer's written permission to engage in such activity. The Master Developer shall not withhold such permission unless the Master Developer reasonably believes the activity would materially harm the Project. The following activities of the Partnership shall not constitute a breach of this covenant: physical improvements made or supported by the Partnership to any land located outside the Project Area, without change of use of such land, and general land use planning activities for land located outside the Project Area, provided that the Partnership consults regularly and in good faith with the Master Developer regarding such activities.

## ARTICLE XI

### REPRESENTATIONS AND WARRANTIES OF THE MASTER DEVELOPER

Section 11.1. Due Authorization. This Agreement has been duly authorized, executed and delivered by the Master Developer, and constitutes the legal, valid and binding agreement of the Master Developer, enforceable against the Master Developer in accordance with its terms.

Section 11.2. Full Disclosure. No representation or warranty of the Master Developer, and no statement made in any document delivered by it to the Partnership, omits a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

Section 11.3. No Discrimination. The Master Developer shall not discriminate upon the basis of age, race, color, religion, disability, sex, national origin or sexual orientation in the sale, lease or rental or in the use or occupancy of the Project Properties.

Section 11.4. Compliance with Laws. The Master Developer shall comply with all applicable laws in the execution of the Project and performance of this Agreement.

Section 11.5. Hold Harmless; Indemnification. The Master Developer shall hold the Partnership and its officers and employees harmless from, and shall indemnify them against, any claims arising out of actual or alleged negligence, or any intentional wrongdoing on the part of the Master Developer or any of the Master Developer's officers, employees, agents, contractors or subcontractors in connection with the Project.

## ARTICLE XII

### NOTICES

Section 12.1. Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, or (iii) transmitted by nationally recognized overnight courier service to the applicable party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) five (5) business days after the date of posting if transmitted by registered or certified mail, return receipt requested, or (c) one (1) Business Day after pick-up if transmitted by a nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required or permitted to be given. Any party hereto may change its address for purposes hereof by notice given to the other party in accordance with the provisions of this Article XII, but such notice shall not be deemed to have been duly given unless and until it is actually received by the other party.

Notices hereunder shall be directed:

To the Partnership:

Mansfield Downtown Partnership, Inc.  
1244 Storrs Road  
P.O. Box 513  
Storrs, Connecticut 06268  
Attn: Cynthia van Zelm, Executive Director  
Telephone: (860) 429-2740  
Facsimile: (860) 429-2719

With copies at the same time to:

Leeland J. Cole-Chu, Esq.  
Cole-Chu & Company, LLC  
261 Williams Street  
Post Office Box 1390  
New London, Connecticut 06320  
Telephone: (860) 442-0150  
Facsimile: (860) 442-8353

To the Master Developer:

Storrs Center Alliance LLC  
c/o LeylandAlliance LLC  
16 Sterling Lake Road  
Tuxedo, New York 10987  
Attn: Howard Kaufman, General Counsel  
Telephone: (845) 351-2900  
Facsimile: (845) 351-2922

With copies at the same time to:

Robinson & Cole LLP  
280 Trumbull Street  
Hartford, Connecticut 06103  
Attn: Thomas P. Cody, Esq.  
Telephone: (860) 275-8264  
Facsimile: (860) 275-8299

### **ARTICLE XIII**

#### **DEFAULT BY THE MASTER DEVELOPER**

Section 13.1. Default. The occurrence of any one or more of the following shall constitute a "Master Developer Default" under this Agreement:

(a) The occurrence (including the discovery of any prior occurrence) of any intentional, material misrepresentation by the Master Developer to the Partnership, to the Town of Mansfield, to the University, or to any of their officers or agents.

(b) The occurrence of a material default by the Master Developer under the Land Acquisition Agreement, the Water Supply Agreement or the Sanitary Sewer Service Agreement, subject to whatever rights to cure the respective agreement(s) may provide.

(c) The occurrence of any breach by the Master Developer of a material covenant or warranty contained in this Agreement, and the failure to cure such breach in a manner reasonably acceptable to the Partnership within thirty (30) days following the Partnership's giving of written notice of such breach; provided, if the Master Developer commences the cure of said breach within said thirty (30) day period, and continues with diligence to cure same, said thirty (30) day period shall be extended, and no Master Developer Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Master Developer to complete such cure.

(d) The failure of LeylandAlliance LLC to execute a Guaranty in substantially the same form as described in Exhibit C within ten (10) days of full execution of this Agreement.

(e) The failure of the Master Developer to give the Partnership written notice of any claim by any of its lenders that the Master Developer is in material default of any loan agreement.

Section 13.2. Remedies. Upon the occurrence of a Master Developer Default, the Partnership shall have no further obligations under this Agreement and the Partnership shall have the following rights:

(a) To revoke the designation of the Master Developer as Master Developer for the Project.

(b) To demand and receive from the Master Developer liquidated damages in the sum of \$200,000.00, it being agreed that it is and will remain unreasonably difficult to calculate with precision the Partnership's damages from a Master Developer Default, and to commence legal action and obtain judgment for such sum if it is not promptly paid.

(c) To seek and appoint another master developer for any land not controlled by the Master Developer.

(d) In the event of a Master Developer Default, the Partnership shall, for a period of ten (10) years following such Master Developer Default (the "ROFR Period"), have a right of first refusal, as more particularly described herein, with respect to any and all parcels of land, with the buildings and improvements thereon, owned by the Master Developer within the Project Area (as the Project Area is defined at the time of the Master Developer Default), and with respect to which the Master Developer has received an offer or offers it wishes to accept. It is expressly understood and agreed that such right of first refusal shall not apply to any sale of property pursuant to a foreclosure or other involuntary sale, deed in lieu of foreclosure or subsequent transfers, or conveyances of any parcel after the Partnership has been given the opportunity to exercise its rights in this section as to that parcel and declined to do so and that such right is a conditional right not intended to be an encumbrance on the Master Developer's land in the Project Area unless and until there occurs a Master Developer Default. However, in such case, this right shall be effective without further notice or demand to the Master Developer and shall be enforceable by any legal and/or equitable remedies generally available in aid of the enforcement of real estate contracts. In the event the Master Developer wishes to accept an offer

or offers to sell property within the Project Area during the ROFR Period, the Master Developer shall send a notice to the Partnership with the terms and conditions of the offer or offers it wishes to accept. The Partnership shall then have a period of thirty (30) calendar days in which to notify the Master Developer that it wishes to acquire said property on said terms and conditions, and an additional period of thirty (30) calendar days to enter into a purchase and sale agreement substantially in accordance with said terms and conditions; if no notice is given within said initial thirty (30) day period, or the Partnership fails to enter into a purchase and sale agreement within said additional thirty (30) day period, the Partnership shall be deemed to have waived said right of first refusal, and Master Developer shall be free to sell said property on terms and conditions substantially as set forth in the notice.

## ARTICLE XIV

### DEFAULT BY THE PARTNERSHIP

Section 14.1. Default. The occurrence of any one or more of the following shall constitute a "Partnership Default" as that term is used in this Agreement: (a) The occurrence of a breach by the Partnership of a material covenant or warranty contained in this Agreement, which breach is not promptly cured as provided herein; or (b) the occurrence of an intentional material misrepresentation by the Partnership. Notwithstanding the foregoing, if the Partnership commences the cure of said breach or misrepresentation within a thirty (30) day period, and continues with diligence to endeavor to cure same, said thirty (30) day period shall be extended, and no Partnership Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Partnership to complete such cure.

Section 14.2. Remedies. Upon the occurrence of a Partnership Default, the Master Developer shall have the right to enforce all terms, provisions and conditions of this Agreement by any remedies available at law or in equity, including specific performance, and the right to recover reasonable attorneys' fees and costs incurred in connection with said enforcement.

## ARTICLE XV

### INSURANCE

Section 15.1. Developer's Insurance Obligations. The Master Developer shall maintain the following insurance:

(a) Liability insurance with limits of no less than \$500,000.00 per person and \$2,000,000.00 per occurrence and with the Partnership named as an additional insured;

(b) Workers compensation insurance to the extent required by law, and the Master Developer shall require each of its contractors and subcontractors to maintain workers compensation insurance; and

- (c) After the start of construction, builder's risk insurance.

## ARTICLE XVI

### MISCELLANEOUS

Section 16.1. Master Developer Costs. To the extent not specified otherwise in this Agreement, the Master Developer's responsibilities under this Agreement shall be performed entirely at the Master Developer's expense. The Master Developer shall, for example, obtain and pay the cost of any letters of credit or bonds that are customarily required (and not waived) by the Town of Mansfield, the University or any agency of the State of Connecticut to secure proper completion of infrastructure improvements included within the Project. The Master Developer shall pay the Partnership's reasonable attorney's fees relating to the Partnership's review, negotiation or documentation of Master Developer financing provided for in this Agreement. The Master Developer shall not be entitled to reimbursement or compensation from the Partnership for expenses incurred in connection with the Project.

Section 16.2. Municipal Taxes. To the extent that the Master Developer owns land or improvements within the Project Area in fee simple, the Master Developer shall be responsible for timely payment of all municipal taxes applicable to such land or improvements.

Section 16.3. Project Advertising. For so long as the Partnership is not in default under this Agreement, all advertising (including signs) for sale or rental of any portion of the Project shall include the words "An Open Occupancy Building" in a legible type size and design, and shall include the words "in cooperation with the Mansfield Downtown Partnership, The University of Connecticut and the Town of Mansfield." The words "project" or "development" may be substituted for the word "building" where circumstances make it appropriate.

Section 16.4. Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons include their permitted successors and assigns; (d) references to statutes are to be construed as including all rules and regulations adopted pursuant to the statute referred to and all statutory provisions consolidating, amending or replacing the statute referred to; (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein and entered into in accordance with their respective terms; (f) the words "approve," "consent" and "agree" or derivations of said words or words of similar import mean, unless otherwise expressly provided herein, the prior approval, consent or agreement in writing of the person holding the right to approve, consent or agree with respect to the matter in question; (g) the words "include" or "including" or words of similar import, shall be deemed to be followed by the words "without limitation"; (h) the words "hereto" or "hereby" or "herein" or "hereof" or "hereunder," or words of similar import, refer to this Agreement in its entirety; (i) all references to articles and sections are to the articles and sections of this Agreement; (j) in computing any time period hereunder, the day of the act, event or default after which the designated time period begins to run is not to be included, and the last day of the period so computed is to be included, unless any such last day is not a Business Day,

in which event such time period shall run until the next day which is a Business Day; and (k) the headings of articles and sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement. The Partnership and the Master Developer have each jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Agreement, and, accordingly it is agreed that no term or provision of this Agreement shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 16.5. Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Connecticut. All duties and obligations under this Agreement are to be performed in the State of Connecticut and venue for purposes of any actions brought under this Agreement, or under any agreement or other document executed in conjunction herewith, shall be the state or federal courts located within and having jurisdiction over the State of Connecticut.

Section 16.6. Amendment and Waiver. This Agreement may be amended or changed only by written instrument entitled "Development Agreement Amendment" duly executed by the Partnership and the Master Developer, and any alleged amendment or change which is not so documented shall not be effective as to either party. Provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof by evidencing written waiver entitled "Development Agreement Limited Waiver" executed by such party.

Section 16.7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 16.8. Confidentiality of Information. To the extent permitted by law, all information obtained by either party from the other party hereto pursuant to this Agreement shall remain confidential; provided, however, the foregoing shall not prevent either party hereto from disclosing such information, if any, as may reasonably be required to carry out its obligations hereunder (including without limitation disclosure to its lenders, attorneys, accountants or consultants retained for the purposes of this transaction) or as reasonably requested by potential or current investors in the Master Developer or as reasonably requested by a construction lender or any permanent lender in connection with any construction loans or permanent loans or as may be required in connection with any litigation or alternative dispute resolution proceedings between the parties to this Agreement or as required by applicable law, court order or any rule, regulation or order of any governmental authority or agency having jurisdiction over the Partnership, the Master Developer or the Project.

Section 16.9. Entire Agreement. This Agreement, and exhibits attached hereto, contains the entire agreement between the parties hereto relating to the subject matter hereof. This

Agreement supercedes the Development Agreement executed by the parties on or about April 5, 2004.

Section 16.10. Estoppels. Each party shall, without charge, at any time and from time to time, within ten (10) days after written request by the other or by any mortgagee, execute and deliver a certificate or certificates evidencing: (a) whether this Agreement is in force and effect; (b) whether this Agreement has been modified, amended or waived in any respect pursuant to section 16.6 and, if so, submitting copies of or otherwise specifically identifying such modifications or amendments; (c) whether, to the best knowledge of such party, the other party has complied with all of its warranties, representations and covenants contained herein and, if the other party has not so complied, identifying with reasonable specificity the nature of such non-compliance; (d) stating whether or not any notice of default has been given to the other party which has not been cured and, if so, including a copy of such notice; and (e) such other matters as either party or any mortgagee may reasonably request.

Section 16.11. Duty to Sign Supplemental Effectuating Documents. At any time or times after the date hereof, each party hereto shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 16.12. Multiple Counterparts. This Agreement shall be executed in four counterparts (one each for the parties, the University and the Town of Mansfield), each of which shall be an original, but all of which shall constitute but one instrument.

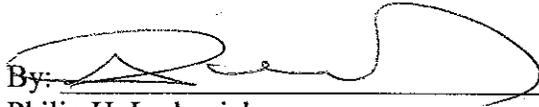
Section 16.13. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. No assignment of the rights of a party hereto shall be permitted without the consent of the other party hereto, such consent not to be unreasonably withheld.

Section 16.14. Notice Regarding Members of Storrs Center Alliance LLC. The Master Developer shall promptly notify the Partnership in writing of the admission or withdrawal of any member of Storrs Center Alliance LLC.

Section 16.15. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

Section 16.16. WAIVER OF TRIAL BY JURY. THE PARTNERSHIP AND THE MASTER DEVELOPER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT IT MAY HAVE TO TRIAL, INCLUDING TRIAL BY JURY, IN ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT.

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

By:  \_\_\_\_\_

Philip H. Lodewick  
Its President  
Duly Authorized

STORRS CENTER ALLIANCE LLC

By:  \_\_\_\_\_

Steve J. Maun  
Its Manager  
Duly Authorized

December 18, 2002 (Revised August 3, 2004)

## **DOWNTOWN MANSFIELD MUNICIPAL DEVELOPMENT PLAN REVISED SCOPE OF SERVICES NARRATIVE**

In response to the November 26, 2002 negotiation meeting in Mansfield, Looney Ricks Kiss Architects, Inc., 19 Vandeventer Avenue, Princeton, NJ 08542 (LRK) and its project team (we; our) are pleased to submit the following revised scope of professional services narrative to Mansfield Downtown Partnership, 1244 Storrs Road, Storrs, CT 06268 (the Partnership).

### **PROJECT DESCRIPTION**

The project planning area comprises the downtown Mansfield district known as Storrs Center, which is adjacent to the University of Connecticut (UConn) main campus along Route 195. The objective of the professional services described below will be preparation of an implementable Municipal Development Plan for Storrs Center (the MDP), as the "next level" of the May 2002 Downtown Mansfield Master Plan (the Master Plan), in a format ready for submission for agency review. Our services and the MDP are to be based upon:

- Connecticut General Statutes Chapter 132, Sections 8-186 through 200b
- The Connecticut Department of Economic and Community Development (DECD) guidelines
- Input and comments from the Partnership, UConn, character workshop participants, the Mansfield Town Council & Planning and Zoning Commission, the Windham Region Council of Governments as applicable and the developer selected by the Partnership pursuant to Task 3. below (the Developer)

We have reviewed the Master Plan and we are aware that its preparation involved significant stakeholder and community participation. Accordingly, as noted above, we recognize that the MDP is to respect and follow the Master Plan to the greatest extent practicable, especially with respect to the general locations of land uses in Storrs Center. Further, while the quantities of certain land uses may vary from the Master Plan as a result of the marketability study outlined as part of Task 4 below and input from the Developer, others such as the University Housing likely will not.

## **BASIC SERVICES**

**General:** Throughout the project, we will work and coordinate closely with the Partnership and others the Partnership may designate, and will provide professional services as outlined below. Our services and deliverables will not necessarily be limited to those outlined under each task number and heading. Services will be provided as required to satisfactorily complete each task.

Early in the project we will begin assisting the Partnership in the process of identifying, evaluating and engaging the Developer, to participate in the planning process as well as to implement development of Storrs Center. Such developer participation will be in the spirit of "design/build" in lieu of the more traditional "design/bid/build" process. To expedite the schedule we have taken the liberty of compiling a preliminary list of potential developers whom we believe are qualified to participate in the project on that basis. Prior to Task 1 we will complete our list, combine it with similar lists provided by the Partnership or others they may designate and draft a developer Request for Qualifications (RFQ). The developer RFQ will include a provision requiring the developer(s) engaged by the Partnership to prepare cost estimates required by DECD guidelines 3. Project Plan Elements, j). We will send the combined list of developers, and the draft RFQ to the Partnership for review, comment and approval.

**Task 1. Project Organization and Initial Developer Evaluation Meetings:** We will kick-off the project by sending two or three (2-3) team members to Mansfield for two (2) days, to participate in a series of meetings for the purposes of initial developer evaluation and project organization refinement. We will rely upon the Partnership to distribute this approved scope of services to all parties who will participate in the meetings, for their review and familiarization. In addition, we will rely upon the Partnership to organize and schedule the meetings, which we suggest include at least the following:

- Meet with Partnership representatives to:
  - Review the approved list of potential developers
  - Reach consensus as to which developers will be sent the RFQ Review the Partnership's preliminary list of stakeholders, and reach consensus as to a final list of stakeholders with whom to meet during Task 3
- Meet with Partnership and one or more DECD representative(s) to:
  - Review the approved scope of services vis-à-vis the DECD guidelines
  - Reach consensus as to coordination among our team, the Partnership, DECD and others who may be designated by the Partnership and/or DECD
- Meet with UConn leadership to confirm expectations regarding review of the Municipal Development Plan and construction documents
- Participate in one or more meeting(s) among the Partnership, the Town of Mansfield (Mansfield), UConn leadership, stakeholders and others as appropriate to:

- Review the approved scope of services
- Discuss, review and reach consensus as to the terms and conditions under which each party will participate in the project
- Discuss and reach consensus as to land/property disposition, including but not necessarily limited to options including acquisition and leases
- Meet with Mansfield Town Planner Greg Padick, UConn Director of Environmental Policy Rich Miller, and UConn Architect Larry Schilling to:
  - Review the December 3, 2002 letter from the Town of Mansfield to Larry Schilling, UConn University Architect, regarding the 2002 Draft Environmental Impact Evaluation (EIE), and outline potential procedures, regulatory standards, and approval processes to address the concerns set forth in said December 3, 2002 letter
  - Review and confirm Mansfield expectations regarding review of the MDP as it develops
  - Review and confirm Mansfield expectations regarding review of construction documents for Storrs Center development, and how the MDP will address those expectations
- Meet with the Partnership Attorney to:
  - Review, discuss and evaluate all the above
  - Reach consensus as to legal alternatives for implementing the above issues
  - Review the RFQ in connection with legal issues, and further refine them if necessary

***Deliverables:*** LRK's deliverables for Task 1 will comprise the following:

- The list of developers approved to receive the RFQ
- The RFQ to be finished by the Partnership Attorney and distributed by the Partnership to the developers
- Brief minutes of Task 1 meetings, including a summary of potential procedures, regulatory standards, and approval processes to be established in the MDP

***Task 2. Developer Short List and Initial Investigation:*** We will assist the Partnership, via overnight mail, fax and email, in reviewing and evaluating qualifications submitted by developers in response to the RFQ. The goal of this review and evaluation will be a "short list" of developers to be interviewed during Task 3. In addition, we will perform detailed reviews and evaluation of project background information that we obtain and that is available from the Partnership. This will include, at a minimum, the following:

- Base maps, aerial photographs and similar planning area background information
- Connecticut General Statutes Chapter 132, Sections 8-186 through 200b
- The July 22, 2002 Request for Qualifications (RFQ)
- The May 2002 Downtown Mansfield Master Plan

- The October 2002 draft Downtown Mansfield Master Plan Projects Environmental Impact Evaluation (EIE), and an updated EIE if available
- Minutes of Town/University Relations Committee meetings held:
  - January 8, 2002
  - March 12, 2002
  - June 11, 2002
  - Other such minutes if available

***Deliverables:*** LRK's deliverables for Task 2 will comprise the following:

- A short list of developers to be interviewed during Task 3
- A brief outline of any questions or comments that result from the review of the background documents outlined above

***Task 3. Site Visit, Site Analysis, and Developer Selection:*** We will assemble a multi-disciplinary team of planners, architects, engineers and financial consultants in Mansfield, for two or three (2-3) days, to facilitate with the Partnership, at a minimum, the following:

- Assist the Partnership in interviewing short-listed potential developer participant(s), and in selecting the Developer
- Conduct an initial meeting with project stakeholders identified by the Partnership
  - This session will be facilitated with a PowerPoint presentation illustrating project goals & objectives
- With the Partnership identify and delineate the project boundaries, and identify the parcels to be surveyed and acquired pursuant to DECD guidelines 3. Project Plan Elements, e) as applicable
  - A map of the project boundaries will be quickly refined following Task 3, and presented to the Partnership for review and comment
- With the Partnership identify and delineate the project area beyond the project boundaries, including but not necessarily limited to:
  - Areas surrounding the project boundaries that may be affected but will probably not require new construction
  - The extent to which the project area should extend to the west side of Route 195, especially with respect to streetscape and similar improvements
- Review, discuss and refine the project goals, development program, process and schedule in the context of the approved scope of services
- Walk, observe and photograph the Storrs Center planning area and environs
- Draft opportunities & constraints map(s), which will be quickly refined following Task 3 and sent to the Partnership for review and comment, and which will include at least the following considerations:
  - Identify vacant and underutilized land, along Storrs Road and in "back of house" locations, where a town center pattern of blocks and streets could structure expansion

- Identify opportunities for infill additions and expansion, in order to “plug the gaps”
- Analyze the functions and quality of existing spaces on both sides of Storrs Road as potential open spaces to be incorporated into the MDP
- Utilizing existing planning area base maps and aerial photographs, draft the present conditions and land uses map required by DECD guidelines 3. Project Plan Elements, g)
  - This map will be quickly refined when the property survey has been completed, and will be based upon that survey

***Deliverables:*** LRK’s deliverables for Task 3 will comprise the following:

- Memo setting forth initial stakeholders information
  - The Partnership may choose to distribute this memo to the stakeholders, for review and comment
- Map showing project boundaries, and parcels to be acquired and surveyed if any
- Map showing the entire project area as discussed above
- Refined opportunities & constraints map or maps, illustrated with photographs of the Storrs Center planning area and environs
- Refined map and description of present conditions and uses of land in the planning area

***Task 4. Marketability Study, Financing Plan Summary and Economic and Fiscal Impact Assessment:*** Immediately following Task 3, and possibly as an extension thereof, we will begin preparing a marketability study report pursuant to DECD guidelines 3. Project Plan Elements, d). The Developer will be invited to participate in the marketability study once the Developer has been engaged by the Partnership. The marketability study will also include UConn student participation and involvement, and will take into account unique factors in Mansfield, including seasonal business cycles for some businesses and local demographics. Student participation will be in the form of a single meeting. UConn faculty and staff participation, if any, will also occur during that meeting. The marketability study will be conducted generally as follows:

- Retail Market Analysis:
  - Perform market assessment of supply and demand of retail uses that would be physically and thematically appropriate to this area (local-serving retail uses and more destination-oriented retail uses)
  - Identify all retailers within designated trade areas surrounding the planning area, and determine how well existing retailers in each retail category are satisfying existing and projected area demand (based on national retail trends and typical sales volumes/sizes of each store type, and local demographics, income and spending patterns)
  - Determine those retailing categories in which sufficient excess demand exists to potentially be satisfied within the planning area

- Commercial Market Analysis:
  - Assess types of commercial uses currently located in the planning area and the surrounding area, and identify market conditions for a new development region
  - Identify expansion needs of area corporations, medical facilities and educational institutions, among others
  - Determine commercial development potential of the planning area
- Residential Market Analysis:
  - Analysis of demographic and transaction data to determine characteristics of the area's current rental and sales residential markets
  - Assess supply and character of existing housing stock, pricing and supply characteristics, and absorption rate, of current residential development
  - Examine for regional growth projections, to determine attractiveness of this area for future residential expansion
  - Identification of appropriate pricing and mix
- Entertainment Market Analysis:
  - Examine ways to expand the region's entertainment-oriented uses within the planning area
  - Identify pattern and location of existing entertainment-oriented facilities; interview operators to identify potential for expansion or relocation into the planning area
- Hospitality Market Analysis:
  - Review characteristics of current hotel operations to determine if sufficient market demand exists to consider another hotel as a possible use in the planning area
  - Assess available data regarding the operations of regional hotels, to determine pricing and amenity characteristics of potential hotel development within the planning area

Later in the project, during Tasks 10 & 11, we will review the financing plan summary prepared by the Developer, for its consistency with services performed by LRK and its consultants, prepare a brief report setting forth the findings of said review, and prepare findings that the project will contribute to the economic welfare of the municipality (Including an estimation of local and county tax revenues derived from proposed development):

***Deliverables:*** LRK's deliverables for Task 4 will comprise the following:

- Draft report setting forth identification of market potential for development within the study area for retail, commercial, residential, entertainment and hospitality uses
  - This will be prepared and distributed prior to Task 8
- Final report setting forth identification of market potential for development within the study area for retail, commercial, residential, entertainment and hospitality uses

- This will be incorporated into the MDP and Design Guidelines report assembled pursuant to Task 11
- Findings that the project will contribute to the economic welfare of the municipality
  - These findings, too, will be incorporated into the MDP and Design Guidelines report assembled pursuant to Task 11

**Key Decision Point:** Approximately four or five (4-5) weeks into the marketability study, and prior to Task 8, we will coordinate with the Partnership regarding preliminary findings of the study. This will provide the Partnership with sufficient information upon which to confirm or adjust the development program established during Task 3.

**Task 5. Property Survey, and Baseline Stormwater Management & Traffic Analyses:** Immediately following Task 3, we will begin performing a property survey generally as follows:

- Prepare a Class D survey plan of the project boundary and a legal description
- Prepare a T-3 Topographic Survey of the project area utilizing photogrammetric mapping with a contour interval of two feet (2' – 0")

We will also conduct a baseline traffic evaluation and report. Further, we will conduct a baseline stormwater management evaluation and brief report.

**Deliverables:** Our deliverables for Task 5 will comprise the following:

- Property survey & related maps described above pursuant to DECD guidelines/regulations, 3. Project Plan Elements, e) as applicable, f), h) & g)
- Baseline traffic analysis as outlined above
- Baseline stormwater analysis as outlined above

**Task 6. Public Participation – Center Character Workshop:** We will send a team of character preference survey professionals to Mansfield for two (2) days, to conduct a meeting with the Partnership Planning and Design Committee and a follow-up meeting with stakeholders, and to conduct a center character workshop. The objective of the workshop will be to solicit opinions as to participants' preferences for alternative architectural, streetscape, open space, landscape and related character scenarios for the Storrs Center MDP. This will be accomplished by means of a Center Character Survey, which methodology consists of projecting photographic images onto a screen and requesting that participants rate on a score sheet the images they find "most favorable" or "least favorable."

These images help to encourage meaningful discussion, and they will include existing conditions in the planning area as well as examples of built and proposed projects that represent similar, successful town center development. They will comprise images from LRK's image library, including images taken during Task 3, and images provided by the Partnership. The Partnership will obtain copyright permission and all other necessary rights for images they provide. Following the survey, we will facilitate more in depth workshop discussions on key topics.

In addition, as an optional service, the projected images could include one or more visual simulation(s) of the planning area. A visual simulation is a controlled set of multiple, alternative computer images generated from a base photograph, which photograph is modified to control and test critical design variables such as architectural and streetscape character in the existing context.

The workshop will be conducted generally as follows:

- Participants can be either the community at large on an advertised basis, or specific individuals and representatives of organizations and groups identified and invited by the Partnership, including the UConn leadership, UConn students, Mansfield Town Council & Planning and Zoning Commission, the Windham Region Council of Governments and the participating developer(s)
- They will be greeted with a map of the Storrs Center planning area, and colored, stick-on "dots"
  - The map will likely be based upon a color-keyed aerial photograph
  - Participants will be asked, using the dots, to identify several (usually 4-5) of their "most favorite" and "least favorite" places in the planning area and environs prior to beginning the Center Character Survey

***Deliverables:*** Our deliverables for Task 6 will comprise the following:

- Copy of the Center Character Survey presentation in written and digital format

***Task 7. Interpret and Report Center Character Survey Results:*** Immediately following the center character workshop we will analyze and interpret the results of the Center Character Survey, in correlation with the most favorite and least favorite places responses. These will be sent to the Partnership in memo and tabular format for review and comment. These results, along with the results of the market study, will serve as the basis for the concept development plans and design guidelines for implementation of Storrs Center.

***Deliverables:*** Our deliverables for Task 7 will comprise the following:

- Memo setting forth results of the Center Character Survey and center character workshop

***Task 8. Pre-Workshop Meeting; Planning and Character Imagery Workshop:***  
We will send one (1) architect/planner and one (1) planner to participate in a two (2) day pre-workshop meeting with the Partnership, and the Developer and its consultants, in New Haven, CT. The purpose of this meeting will be to refine the development program and arrive at consensus as to a Storrs Center concept plan. Following this meeting the Developer's consultants will refine said concept plan and distribute it to the Partnership, the Developer and LRK for review and comment. Based upon such comment the Developer's consultants will further refine the concept plan for presentation during the Planning and Character Imagery Workshop.

We will then again assemble a multi-disciplinary team of planners, architects, engineers and financial consultants in Mansfield, for two (2) days, to facilitate a planning and character imagery workshop utilizing background information obtained during Tasks 1 through 7 above as well as the Storrs Center concept plan developed during and following the pre-workshop meeting described above (the Initial Concept Plan).

Similarly to the center character workshop, periodic participants in this workshop can, at the Partnership's discretion, be either the community at large, or specific individuals and representatives of organizations and groups identified and invited by the Partnership, including the UConn leadership, UConn students, Mansfield Town Council & Planning and Zoning Commission and the Windham Region Council of Governments. We have often found it very beneficial to invite such representatives to participate in a workshop, on a "come when you can" basis. In either case, participants should include UConn and the participating developer(s).

LRK will assist the Partnership and the Developer in presenting the Initial Concept Plan to the workshop participants for observations, questions and comments. Based upon such observations and comments, LRK will assist the Developer and its consultants in refining the Initial Concept Plan into a Preliminary Concept Plan and presenting it again to the workshop participants as described below.

Still utilizing existing base maps and the property survey, and the results of the center character workshop, we will:

- Assist the Developer and its consultants in reviewing character imagery with the Partnership
  - This imagery will comprise sketches and images reflecting the results of the center character workshop as well as character imagery provided by the Developer's consultants, and will illustrate architectural character alternatives for the student housing, commercial/mixed-use and residential buildings, as well as streetscape and open space/recreation character

During the final evening of the workshop, we will assist the Developer in presenting the character imagery and refined Preliminary Concept Plan alternative to workshop participants, UConn leadership and the Mansfield Town Council & Planning and Zoning Commission. This can be done either informally at the workshop site, or formally in a municipal or other meeting space. The goals of this presentation will be to solicit further comment and reach consensus as to an approved Preliminary Concept Plan.

***Deliverables:*** Our deliverables for Task 8 will comprise the following:

- Copies of LRK's approved character imagery

***Key Decision Point:*** Approval of the character imagery and the Preliminary Concept Plan during the wrap-up of this task.

***Task 9. Refine Preliminary Concept Plan and Imagery for Presentation:***

Following the workshop, we will further assist the Developer in refining the approved character imagery and will provide the Developer's consultants with bullet-point slides of results of the Center Character Survey. It is our understanding that said consultants will refine the approved Preliminary Concept Plan and distribute it to the Partnership, the Developer and to LRK for review and comment. We further understand that, based upon such comment, the Developer's consultants will further refine the Preliminary Concept Plan for presentation during Task 10 and that, in that regard, they will:

- Draw the approved Preliminary Concept Plan in AutoCAD format, utilizing the digital survey and related maps
- Prepare a colored, rendered version of the AutoCAD Preliminary Concept Plan
- Insert the colored, rendered AutoCAD Preliminary Concept Plan digitally into an aerial photograph
- Prepare a PowerPoint presentation incorporating:
  - The approved character imagery
  - The colored, rendered Preliminary Concept Plan
  - The colored, rendered Preliminary Concept Plan concept inserted into the aerial photograph to illustrate context
  - The images, including optional visual simulation(s) if any, that were selected as most and least favorable during the center character workshop
  - The bullet-point slides of the results of the Center Character Survey

***Deliverables:*** Our deliverables for Task 9 will comprise the following:

- The bullet-point slides of the results of the Center Character Survey

**Task 10. Public Presentations and Final MDP Workshop:** We will send an appropriate number of team members to Mansfield to:

- Assist the Developer in presenting the Task 9 deliverables, including the PowerPoint presentation, to the participants in the community character workshop, and others the Partnership may designate
- Assist the Developer in presenting the Task 9 deliverables, including the PowerPoint presentation, formally to the Mansfield Town Council & Planning and Zoning Commission, the Windham Region Council of Governments and UConn leadership
- Based upon comments during the public presentation, and during a workshop with the Developer and Partnership:
  - Assist the Developer's consultants in further refining the colored, rendered Preliminary Concept Plan into a Storrs Center Final Concept Plan to be incorporated into the MDP report
  - Assist the Developer's consultants in identifying character imagery to be incorporated into the MDP report
- Based upon the presentations and Storrs Center Final Concept Plan above, assist the Partnership in drafting and coordinating the drafting of other documentation to be incorporated into the Storrs Center MDP report, which we understand will proceed as follows:
  - Drafting by the Developer of the standard DECD Financial Assistance Application form
  - Drafting by the Developer of the DECD-2 Project Financing Plan and Budget
  - LRK provide the Developer with copies of drafts of the three (3) maps required by DECD guidelines 2. The Application, k. as prepared previously by LRK
  - Drafting by the Developer of maps required by DECD guidelines 3. Project Plan Elements, i), j), k), m) & n) (Descriptions of said maps also will be drafted by the Developer)
  - LRK draft the findings that the project will contribute to the economic welfare of the municipality (Including an estimation of local and county tax revenues derived from proposed development) prepared by LRK's consultant.
  - Drafting by the Developer of the relocation plan required by DECD guidelines 3. Project Plan Elements, s)
  - Drafting by the Developer of the financing plan summary required by DECD guidelines 3. Project Plan Elements, q)
  - Drafting by the Developer of the detailed administrative plan required by DECD guidelines 3. Project Plan Elements, r)
  - Outlining by the Developer of the detailed traffic analysis and report described under Task 5, which LRK and its consultants will review and which will be completed by the Developer following Task 10 (LRK and its consultants will provide brief, written comments setting forth the results of said review)

- Outlining by the Developer of the stormwater management analysis and report described under Task 5, which LRK and its consultants will review and which will be completed by the Developer following Task 10 (LRK and its consultants will provide brief, written comments setting forth the results of said review)

**Deliverables:** Our deliverables for Task 10 will comprise the following:

- Drafts or outline(s) of:
  - Copies of drafts of the three (3) maps required by DECD guidelines 2. The Application, k.
  - A draft of the findings that the project will contribute to the economic welfare of the municipality (Including an estimation of local and county tax revenues derived from proposed development)

**Key Decision Point:** Approval of the Storrs Center Final Concept Plan and character imagery to be incorporated into the Storrs Center MDP report, during the wrap-up of this task.

**Task 11. Prepare Final Municipal Development Plan and Report:** We will refine the findings drafted by LRK. We will submit these to the Partnership for review, comment and approval. Once those findings, and the other materials drafted during Task 10., including the two (2) professional renderings that we understand will be prepared by the Developer's consultants, have been approved, we will assemble a draft Storrs Center MDP report, ready to have materials prepared by the Developer, the Developer's consultants and the Partnership added. The report will be in 8-1/2 inch by 11 inch or 11 inch by 17 inch, at the discretion of the Partnership and will be prepared in digital format, to the extent that materials in digital format are provided to LRK by the Developer, the Developer's consultants and the Partnership, with the possible exception of DECD forms that may not be available in that format. The report materials we prepare and assemble will include, at a minimum, the following:

- Table of contents prepared by LRK
- Executive summary prepared by the Developer pursuant to DECD guidelines 3. Project Plan Elements, a)
- Site description prepared jointly by LRK and the Developer
- The AutoCAD Storrs Center Final Concept Plan prepared by the Developer's consultants
- The final Storrs Center concept development plan inserted digitally into an aerial photograph map by the Developer's consultants to illustrate the plan accurately in context
- An open space plan prepared by LRK and based upon the Storrs Center Final Concept Plan prepared by the Developer's consultants
- A pedestrian circulation plan prepared by LRK and based upon the Storrs Center Final Concept Plan prepared by the Developer's consultants

- A street hierarchy plan prepared by LRK and based upon the Storrs Center Final Concept Plan prepared by the Developer's consultants
- A parking plan prepared by LRK and based upon the Storrs Center Final Concept Plan prepared by the Developer's consultants
- The colored perspective renderings prepared by the Developer's consultants
- Center character images prepared by the Developer's consultants
- UConn housing, retail, commercial/mixed-use and residential building character imagery sheets prepared by the Developer's consultants
- Four or five (4-5) sheets of Storrs Center master plan design guidelines prepared by the Developer's consultants
- Final regulatory standards and approval processes prepared by the Developer for all known necessary permits, including construction permits
- Brief summary of the findings of the October 2002 Draft Environmental Impact Evaluation (EIE), or of an updated EIE if available, prepared by LRK'S consultant
- The geotechnical investigation report and soil boring logs prepared by UConn
- The marketability study report prepared by LRK'S consultant
- The financing plan summary prepared by the Developer
- The findings that the project will contribute to the economic welfare of the municipality (Including an estimation of local and county tax revenues derived from proposed development) prepared by LRK's consultant
- The detailed stormwater management analysis report prepared by the Developer's consultants consistent with Connecticut Department of Environmental Protection requirements
- The detailed traffic analysis report prepared by the Developer's consultants consistent with Connecticut State Traffic Commission requirements
- The information and three maps required by DECD guidelines 2. The Application, k. in finished format, prepared by the Developer and its consultants
- Map and report required by DECD guidelines 2. The Application, m. in finished format, prepared by the Developer's consultant
- Maps and report(s) required by DECD guidelines 3. Project Plan Elements, i), j), k), m) & n) in finished format, prepared by the Developer and its consultants
- Financing plan summary prepared by the Developer pursuant to DECD guidelines 3. Project Plan Elements, q) in finished format
- Detailed administrative plan prepared by the Developer as required by DECD guidelines 3. Project Plan Elements, r) in finished format
- Relocation plan prepared by the Developer as required by DECD guidelines 3. Project Plan Elements, s) in finished format
- Statement of the number of jobs anticipated and the number and types of existing housing units prepared by the Developer pursuant to DECD guidelines 3. Project Plan Elements, t) in finished format
- Copies of real estate appraisals of the parcels to be acquired, if any, as prepared for the Partnership pursuant to DECD guidelines 3. Project Plan Elements, o)

- Statement of Minority Participation prepared by the Developer pursuant to DECD guidelines 3. Project Plan Elements, w)
- Copies of documents prepared by the Partnership pursuant to DECD guidelines 2. The Application and 3. Project Plan Elements
- Copies of other relevant documents that may be generated during the project

***Deliverables:*** Our deliverables for Task 11 will comprise the following:

- The draft Storrs Center MDP and Design Guidelines report, ready for completion and submission by the Partnership to DECD

***Task 12. Project Wrap-Up:*** We will send a draft copy of the Storrs Center MDP and Design Guidelines Report to the Partnership and Developer for review and comment. Based upon Partnership and Developer comments, and following DECD review and comment, we and the Developer's consultants will refine the report into final digital and hardcopy format for the Partnership's and Developer's completion with documents prepared by the Partnership, reproduction and formal submission. In addition, we will prepare a PowerPoint presentation of the report for the Partnership's and Developer's use. We will then send one (1) preference survey professional to Mansfield, for one (1) day and one (1) evening to:

- Review the report and PowerPoint presentation with the Partnership and UConn leadership
- Present the completed project, during a single evening meeting, to representatives of the Mansfield Town Council & Planning and Zoning Commission, UConn leadership, the participants in the community character workshop, the Windham Region Council of Governments (at the Partnership's discretion), and others the Partnership may designate

## **OPTIONAL SERVICES**

***General:*** The following Optional Services are beyond the scope of Basic Services set forth in Tasks 1 through 12 above, and would be provided only at the Partnership's option and discretion. The purpose of such services would be to enhance the Basic Services described above. The Optional Services described below are included by way of example, and not limitation. Except where described more specifically in this proposal, such services would be the subject of a separate agreement.

***Property Surveys:*** If required pursuant to Task 3. or otherwise, we would prepare Class A-2 Property Surveys with legal descriptions of any interior parcel(s) to be acquired.

**Visual Simulations:** To further enhance the Community Vision Survey, we would be pleased to prepare one or more visual simulations as described in Task 6.

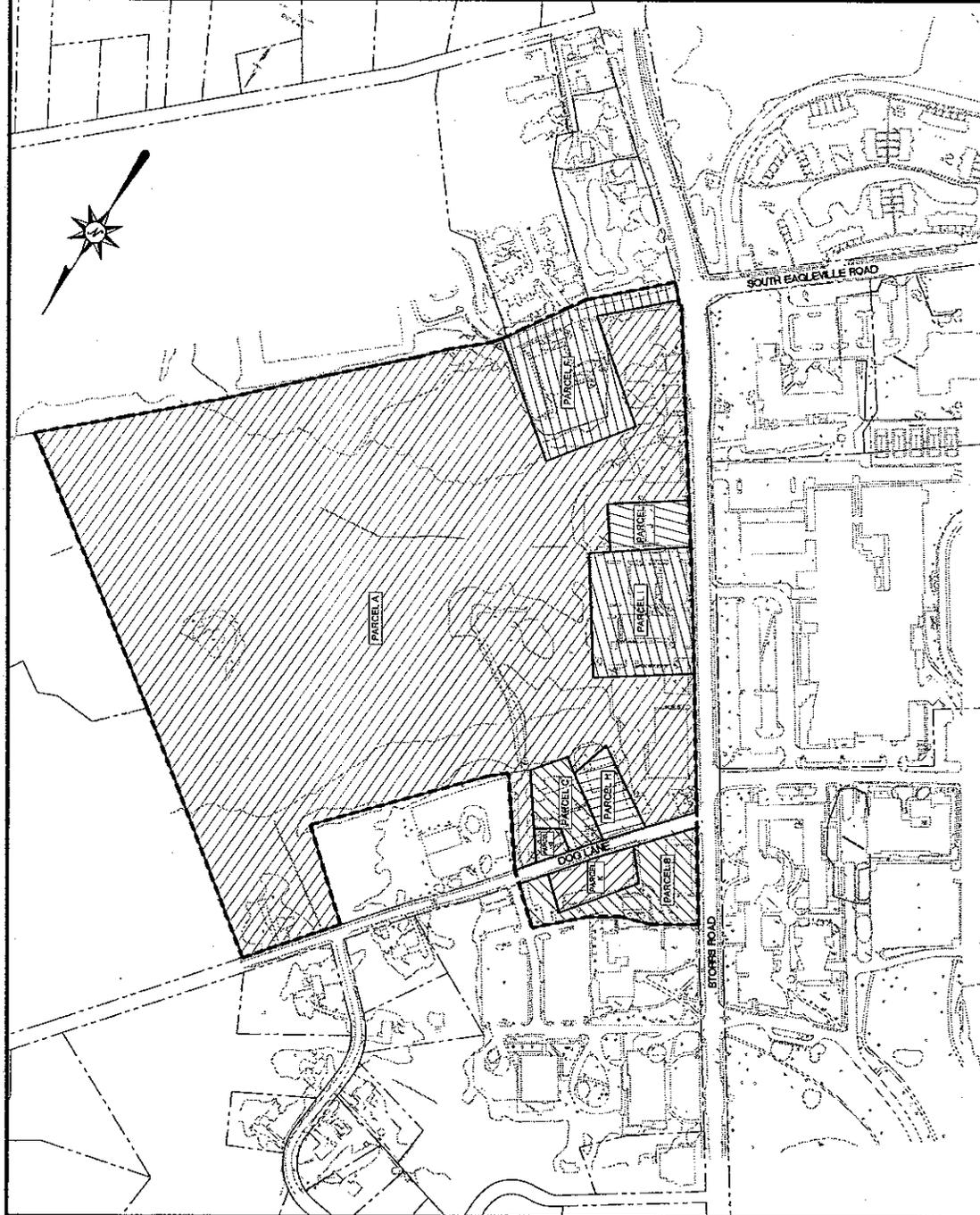
**Retail Consultant:** To enhance consideration of the retail component of the project, especially during the marketability study and workshop, we would be pleased to include the services of the Gensler retail group of Houston. We have worked previously with Gensler in this regard. They bring specialized insight to a project with respect to specific design of retail facilities, including color, signage, branding & logo design, and similar considerations, as well as relationships with many national retail chain organizations, both large and small. Information describing Gensler's qualifications in this regard, as well as examples of their work, were provided later in our proposal.

**MDP Review Process:** Once the MDP report has been submitted to DECD, we would be most pleased to provide ongoing coordination services in connection with the DECD review of the MDP report and application. Such services might include but not be limited to preparation of additional documentation in support of the application and clarification/information meetings with DECD and Partnership representatives.

**Developer Request for Proposal (RFP):** We would be pleased to assist the Partnership and their Attorney in the preparation of an RFP to be issued to the participating developer for implementation of Storrs Center based upon the approved the MDP.

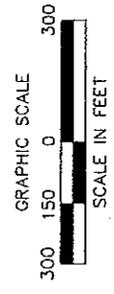
**Regulatory Review Services:** We would be pleased to assist the Partnership in preparing documentation in support of applications for regulatory review, in addition to documentation prepared pursuant to Basic Services. These could include, but not necessarily be limited to:

- Schematic architectural floor plans and elevations of some or all of the student housing, commercial /mixed-use and/or residential buildings
- Detailed engineering and landscaping plans
- Display boards comprising colored, rendered foamcore-mounted versions of the above, and of some of the graphics and imagery prepared pursuant to Basic Services
- A PowerPoint presentation of some or all of the foamcore-mounted graphics and imagery, as well as bullet-point outlines of information to be presented to the agency or agencies reviewing the application



**PROPERTY LEGEND**

PARCEL	M/B/L	OWNER	ADDRESS	ACRES
A	16.41.13	UConn	1196, 1024, Storrs Rd, Storrs, CT 06268	42.55
B	16.40.10 (part of lot)	UConn	Storrs Rd./ Dog La, Storrs, CT 06268	1.46
C	16.41.17	UConn	14 Dog Lane Storrs, CT 06268	0.70
F	16.41.13A	STATE OF CONN. LEASED TO USPS	1254 Storrs Road Storrs, CT 06268	2.52
G	16.41.18	Reberge Richard & Leslie	18 Dog Lane Storrs, CT 06268	0.1
H	16.41.16	Warzocha, Esther	10 Dog Lane Storrs, CT 06268	0.7
I	16.41.15	Storrs Assoc. LLC	1244 Storrs Rd Storrs, CT 06268	2.2
J	16.41.14	Heldous, Nicholas & Christina	1232 Storrs Rd Storrs, CT 06268	0.7
K	16.40.9	Rogers, Steven H, et. al.	13 Dog Lane Storrs, CT 06268	0.53



Designed  
Drawn  
Checked  
Approved  
Scale  
Date  
CAD File

DATE: 08/03/04  
PROJECT No. FMC66701A  
SCALE: 1"=300'

DATE: 08/03/04  
PROJECT No. FMC66701A  
SCALE: 1"=300'

**MUNICIPAL DEVELOPMENT PLAN PROJECT AREA MAP**  
STORRS CENTER  
MANSFIELD, CONNECTICUT

ARCHITECTURE  
ENGINEERING  
PLANNING  
LANDSCAPE ARCHITECTURE  
LAND SURVEYING  
ENVIRONMENTAL SCIENCES

355 Research Parkway  
Meriden, CT 06450  
(203) 690-1408  
(203) 630-2615 Fax

Company

**FIG. 1**

*W* *spm*

**GUARANTY**

THIS GUARANTY is made this 3<sup>rd</sup> day of August, 2004, by LeylandAlliance LLC, a Delaware limited liability company, having an address at 16 Sterling Lake Road, Tuxedo, NY 10987 (the "Guarantor").

**WITNESSETH:**

**WHEREAS**, the Mansfield Downtown Partnership (the "Partnership") has entered into a certain development agreement with Storrs Center Alliance LLC ("SCA") of even date herewith (the "Development Agreement");

**WHEREAS**, the Guarantor is at present the sole member of SCA and expects to benefit from SCA's entering into the Development Agreement with the Partnership; and

**WHEREAS**, the Partnership, as a condition precedent to entering into the Development Agreement, has required this Guaranty as security.

**NOW, THEREFORE**, to induce the Partnership to enter into the Development Agreement, the Guarantor does hereby guarantee unconditionally to the Partnership the full and complete performance and observance of all of SCA's covenants and other obligations contained in the Development Agreement, as it may be amended from time to time in the manner provided in Section 16.6 of that Agreement by the Partnership and SCA (collectively, the "Obligations");

**PROVIDED ALWAYS**, that upon complete performance of the Obligations, this Guaranty shall terminate and have no further force or effect.

Guarantor further covenants and agrees as follows:

**Definitions.** All capitalized terms not otherwise defined herein shall have the meanings specified in the Development Agreement.

Waiver by Guarantor. To the fullest extent permitted by applicable law, Guarantor hereby expressly waives and agrees not to assert or in any other manner whatsoever claim or derive any benefit or advantage from: (i) any right to require the Partnership to proceed against SCA or any other person, to resort to any other security for the Obligations, whether held by the Partnership or otherwise, or to exercise or pursue any other right, power or remedy before proceeding against Guarantor; (ii) the defense of the statute of limitations in any action hereunder or for the performance of any Obligation; or (iii) any defense arising by reason of the incapacity, lack of authority, death or disability of any other person, or by reason of the failure of the Partnership to file or enforce a claim against the estate of any other person (whether in administration, bankruptcy or any other proceeding). Guarantor hereby expressly waives presentment and demand for payment, dishonor and notice of dishonor, protest and notice of protest, and any other notice whatsoever required under any applicable law, including without limitation notice of the acceptance of this Guaranty and of the existence, creation or incurring of any new or additional Obligation, or of any action or omission on the part of SCA, the Partnership or any other person. It is the purpose and intent of Guarantor that the Obligations of Guarantor hereunder be absolute and unconditional and shall not be discharged except by performance as herein provided and then only to the extent of such performance.

Rights of the Partnership. Without notice or demand and without affecting, modifying, releasing or limiting in any way the liability of Guarantor,

the Partnership may, in its sole discretion, at any time and from time to time and in such manner and upon such terms as it deems advisable, without effect on Guarantor's liability under this Guaranty: (i) extend the time for performance of any Obligation; (ii) obtain or accept any security or other interest in any property, as additional security for any Obligation, or alter, release or exchange any Obligation or any security therefor; and (iii) release any person now or hereafter liable for any of the Obligations.

Remedies Cumulative. No right or remedy conferred upon or reserved to the Partnership herein is intended to be exclusive of any other right or remedy herein or by law or equity provided, and each and every such right or remedy shall be cumulative and shall be in addition to every other right or remedy hereunder or now or hereafter existing at law or in equity.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty below to evidence its agreement with the foregoing.

LEYLANDALLIANCE LLC

By: Steve Maun  
Steve J. Maun  
President

ATTEST:

By: Henrietta Frey  
Title: Accounts Manager

HENRIETTA FREY  
Notary Public, State of New York  
No. 4997702  
Qualified in Orange County  
Commission Expires June 15, 2006

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