

**APPLICATION PACKET
MANSFIELD INLAND WETLANDS AGENCY
4 SOUTH EAGLEVILLE ROAD, STORRS, CT 06268
TEL: 860-429-3334
OR 429-3330;
FAX: 860-429-6863**

Please use this checklist as an aid in making sure that you have completed the forms correctly. The Agency requires that each item in the application form be filled out. Failure to do so may result in application denial and the need for you to resubmit your application and pay an additional fee.

- Consultation with Wetlands Agent**
- Amount of fee paid** \$ 1060.00
- Dated map/site plan**
- Project description**
- Names and addresses of abutters**
- Certified postal receipts to abutters**
- N/A Certified postal receipts to Windham Water Works (if applicable)**
- N/A Certified postal receipts to adjoining town
(if less than 500' from town line)**
- Statewide Reporting Form**

Your application goes to Agency members on the Friday before a meeting as part of a large packet of information. It is suggested that you submit your application a full week ahead of the meeting to allow for a preliminary review by staff. The more information you can provide to help the Agency understand your proposal, the easier it will be for them to act on your application.

**APPLICATION FOR PERMIT
MANSFIELD INLAND WETLANDS AGENCY
4 SOUTH EAGLEVILLE ROAD, STORRS, CT 06268
TEL: 860-429-3334 OR 860-429-3330
FAX: 860-429-6863**

FOR OFFICE USE ONLY

File # _____
Fee Paid _____
Date Received _____

Applicants are referred to the Mansfield Inland Wetlands and Watercourses Regulations for complete requirements, and are obligated to follow them. For assistance, please contact Grant Meitzler, Inland Wetlands Agent at the telephone numbers above.

Please print or type or use similar format for computer; attach additional pages as necessary.

Part A - Applicant

Name Eagleville Development Group, LLC

Mailing Address P.O. Box 855

Manchester, CT Zip 06045

Telephone-Home 860-649-4800 Telephone-Business 860-247-7400

Title and Brief Description of Project

Beacon Hill Estates - Section II

17 Lot Residential Development

Location of Project South side of Mansfield City Road

Intended Start Date April 1, 2013

Part B - Property Owner (if applicant is the owner, just write "same")

Name Gladys Marshall c/o Diane Kestenholz (daughter)

Mailing Address 31 Aspen Circle

Barneгат, NJ Zip 08005

Telephone-Home 860-420-4953 Telephone-Business 609-698-7942
c/o Attorney Antoinette Webster or Diane Kestenholz (daughter)

Owner's written consent to the filing of this application, if owner is not the applicant:

Signature see attached purchase & sale agreement date _____

Applicant's interest in the land: (if other than owner) Purchaser

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

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

Signed, sealed and delivered
in the presence of:

Christina Skleros

Christina Skleros
Amanda Thompson

STATE OF NEW JERSEY)

COUNTY OF OCEAN)^{SS.}

SELLER
GLADYS R. MARSHALL

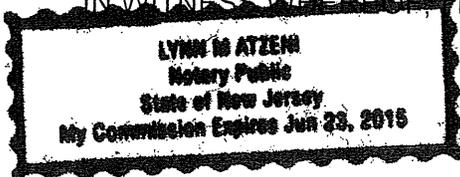
Diane Kestenholtz
By DIANE KESTENHOLZ,

Her Attorney-in-Fact, duly authorized

September 20, 2011

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

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



Lynn M. Atzeni
Notary Public
My Commission Expires: 6-23-2015

Buyer's Signature Contained on the Following Page

BUYER

Renee Bensus
Renee Bensus
[Signature]
Leonard J. Juley

[Signature]
Thomas P. Boyle

STATE OF CONNECTICUT)
COUNTY OF HtA) ss. Mansfield

September 20, 2011

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

[Signature]
Commissioner of the Superior Court
Notary Public

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

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

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

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

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

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

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

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

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

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

Part C - Project Description (attach extra pages, if necessary)

- 1) Describe in detail the proposed activity here or on an attached page. (See guidelines at end of application – page 6.)

Please include a description of all activity or construction or disturbance:

- a) **in** the wetland/watercourse
- b) **in** the area **adjacent** to (within 150 feet from the edge of) the wetland/watercourse, even if wetland/watercourse is **off** your property

See attached project description.

- 2) Describe the amount or area of disturbance (in square feet or cubic yards or acres):

- a) **in** the wetland/watercourse
- b) **in** the area **adjacent** to (within 150 feet from the edge of) the wetland/watercourse, even if wetland/watercourse is **off** your property

See attached project description.

- 3) Describe the type of materials you are using for the project: _____

- a) include **type** of material used as fill or to be excavated _____
- b) include **volume** of material to be filled or excavated _____

- 4) Describe measures to be taken to minimize or avoid any adverse impacts on the wetlands and regulated areas (silt fence, staked hay bales or other Erosion and Sedimentation control measures).

See E & S Control Plan Sheet 13 of 13.

Part D - Site Description

Describe the general character of the land. (Hilly? Flat? Wooded? Well drained? etc.)

See attached project description.

**Beacon Hill Estates - Section II - Mansfield City Road
Mansfield Inland Wetlands Agency Application**

Part C & D - Project description

Subject property is located on the southerly side of Mansfield City Road containing in total 62.0 acres. Parcel has 807.39 feet of frontage along Mansfield City Road and 51.46 feet along the future road extension from Beacon Hill Estates - Section I. The proposed development will consist of constructing a new road (1,490 feet) from Beacon Hill Drive for the development of 17 new residential lots. The entire property is presently wooded containing 48.71 acres of upland soils and 12.72 acres of wetland soils. The easterly portion of the property was historically fields with a farm lane crossing the wetlands to access the westerly portion of the property. This proposal intends to use the historic farm lane to cross the wetlands in the form of a common driveway for three residential lots. The majority of the proposed development will be to the east of the wetlands in the area which originally was fields and actively farmed. The majority of the subject property contains slopes less than 10 percent. There is a small area (approximately 0.89 acres) located at the westerly most portion of the property abutting land of the State of Connecticut and land of Dzurec adjacent to the wetlands that contains slopes exceeding 15 percent.

The wetland soils limits were delineated by a certified soil scientist.

The proposed activity within the upland review area is as follows:

Lot #32: Site Grading - 140 feet at its closest point
Primary Septic Area - 149 feet at its closest point
Reserve Septic Area - 134 feet at its closest point

Lot #38: Site Grading - 106 feet at its closest point
Primary Septic Area - 120 feet at its closest point
Reserve Septic Area - 77 feet at its closest point

Lot #39: Site Grading - 100 feet at its closest point
Primary Septic Area - 110 feet at its closest point
Reserve Septic Area - 67 feet at its closest point

Lot #40: Site Grading - 140 feet at its closest point
Reserve Septic Area - 121 feet at its closest point

Retention Basin: Located entirely in upland soils with site clearing and grading approximately 50 feet from wetland soils at its closest point.

Common Driveway: Proposal is to construct a common driveway in approximately the same location of the historic wetland crossing. The common driveway will cross two wetland areas, the first being approximately 40 feet wide displacing about 700 square feet of wetland soils and the second being approximately 166 feet wide displacing about 4,190 square feet of wetland soils. The proposed common driveway will require approximately 290 cubic yards of gravel fill.

Walking Trail: Proposal is to construct a walking trail along the easterly side of the open space parcel extending the existing walking trail from Section I of Beacon Hill subdivision northerly to the proposed common driveway approximately 480 feet in length. The walking trail would be about 2 feet from the edge of wetland soils at its closest point. A length of walking trail is also proposed on the westerly side of the open space in the conservation easement from the common driveway southerly about 140 feet to provide an access to the conservation easement along the southerly boundary of this parcel. The construction of the walking trail will require about 80 cubic yards of gravel and will be covered with wood chips.

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

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

Part I - Additional Notices, if necessary

- 1) Notice to Windham Water Works is attached. If this application is in the public watershed for the Windham Water Works (WWW), you must notify the WWW of your project within 7 days of sending the application to Mansfield--sending it by certified mail, return receipt requested. Contact the Mansfield Inland Wetlands Agent to find out if you are in this watershed.
- 2) Notice to Adjoining Town. If your property is within 500 feet of an adjoining town, you must also send a copy of the application, on the same day you sent one to Mansfield, to the Inland Wetlands Agency of the adjoining town, by certified mail, return receipt requested.
- 3) The Statewide Reporting Form (attached) shall be part of the application and specified parts must be completed and returned with this application.

Part J - Other Impacts To Adjoining Towns, if applicable

- 1) Will a significant portion of the traffic to the completed project on the site use streets within the adjoining municipality to enter or exit the site? ___ Yes X No ___ Don't Know
- 2) Will sewer or water drainage from the project site flow through and impact the sewage or drainage system within the adjoining municipality? ___ Yes X No ___ Don't Know
- 3) Will water run-off from the improved site impact streets or other municipal or private property within the adjoining municipality? ___ Yes X No ___ Don't Know

Part K - Additional Information from the Applicant

Set forth (or attach) any other information which would assist the Agency in evaluating your application. (*Please provide extra copies of any lengthy documents or reports, and extra copies of maps larger than 8.5" x 11", which are not easily copied.*)

Part L - Filing Fee

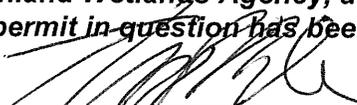
Submit the appropriate filing fee. (Consult Wetlands Agent for the fee schedule available in the Mansfield Inland Wetlands and Watercourses Regulations.)

X \$1,000. ___ \$750. ___ \$500. ___ \$250. ___ \$125. ___ \$100. ___ \$50. ___ \$25.

X \$60 State DEP Fee

Note: The Agency may require you to provide additional information about the regulated area which is the subject of the application, or about wetlands or watercourses affected by the regulated activity. If the Agency, upon review of your application, finds the activity proposed may involve a "significant activity" as defined in the Regulations, additional information and/or a public hearing may be required.

The undersigned applicant hereby consents to necessary and proper inspections of the above mentioned property by members and agents of the Inland Wetlands Agency, at reasonable times, both before and after the permit in question has been granted by the Agency.



Applicant's Signature

Date

10/17/12

Project Description Guidelines for Part C – page 3

1. Explain exactly what work you propose to do and how close it will be to a wetland or watercourse.
2. Describe area of disturbance and volume and type of material to be filled or excavated. How much wetlands will be disturbed? Non-wetland areas nearby?
3. Does the area of activity drain toward the wetland?
4. Are there alternatives that you considered but eliminated for specific reasons?
5. Describe briefly the construction methods. What kind of heavy equipment will be used? When will the work be done?
6. How are you protecting the wetlands and watercourses against disturbance that will result from construction?
7. Do you have any knowledge of a previous wetlands application for this property? If yes, please explain.

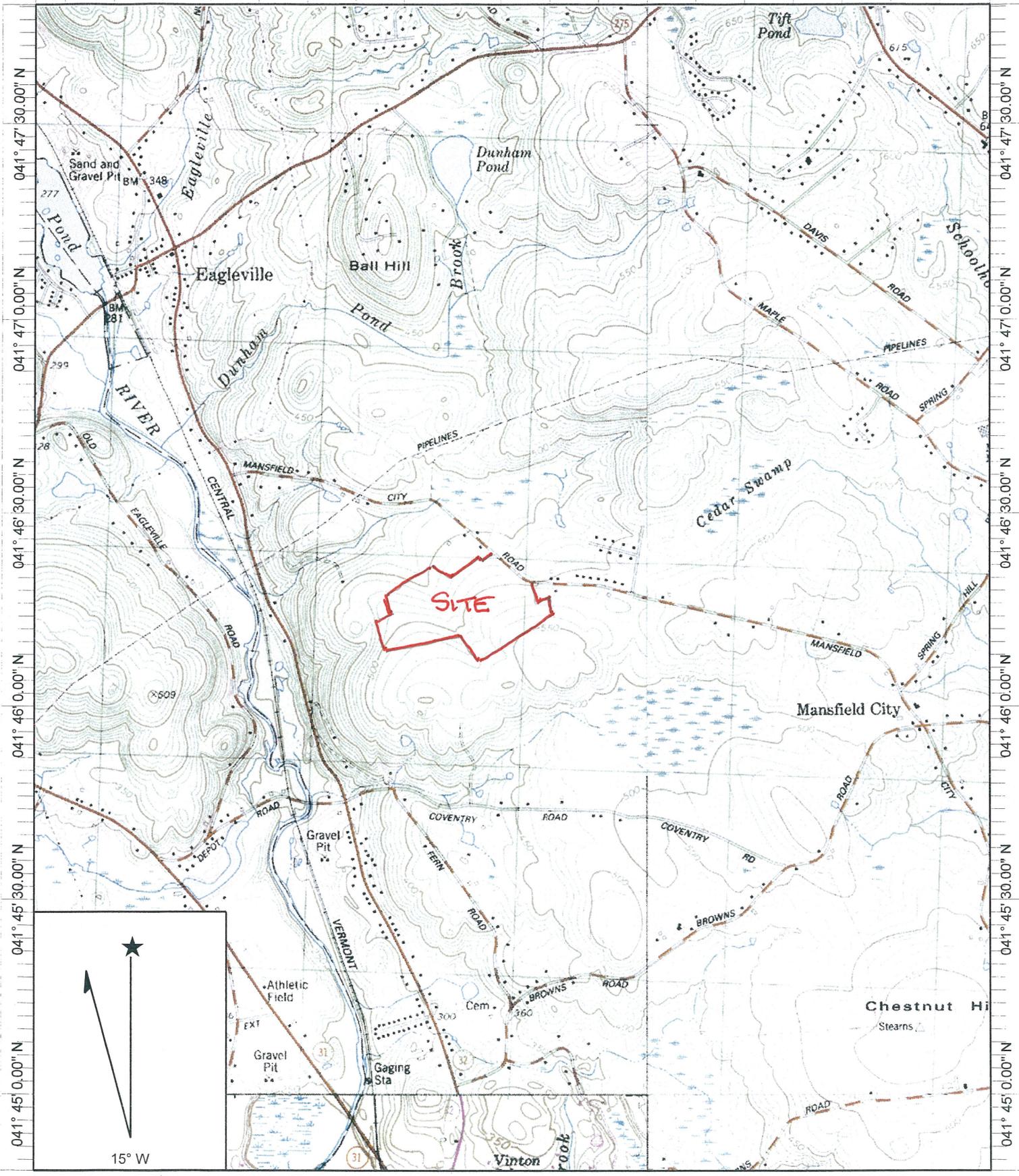
Sketch Map or Site Plan Guidelines for Part F – page 4

The following 10 details are required for every application:

1. Applicant's name
2. Date and revision date, if applicable.
3. North arrow and scale of map.
4. Abutting road with road name shown on it.
5. Property lines --if a large property, at least those lines within 200' of the proposed work.
6. Wetland and watercourse locations (including those off your property) within 150' of your proposal--draw a line showing the part of the project that is the closest distance to wetlands and indicate distance in feet.
7. Existing buildings, driveways, well, septic and physical features.
8. Proposed work in detail, including all areas of construction, grading/regrading, excavation, filling. Include stockpiling and staging area locations if applicable. The exact location must be shown of all areas that will be disturbed.
9. Show roof and footing drains by drawing locations.
10. Show location of Erosion & Sedimentation controls (silt fence or hay bale protections) together with any other measures that will protect the wetland/watercourse areas.

Include any available information that may assist the Agency in understanding your proposal.

YOUR PERMIT, WHEN GRANTED, IS VALID FOR 5 YEARS; ONCE STARTED, WORK MUST BE FINISHED WITHIN THE SPECIFIC TIME PERIOD AS SPECIFIED IN THE APPROVAL MOTION UNLESS OTHERWISE APPROVED. SPECIFIC WRITTEN REQUESTS MUST BE MADE FOR EXTENSIONS OR RENEWALS (See Section 7.9) rev. 5/24/2011



041° 45' 0.00" N 041° 45' 30.00" N 041° 46' 0.00" N 041° 46' 30.00" N 041° 47' 0.00" N 041° 47' 30.00" N

072° 17' 0.00" W 072° 16' 0.00" W 072° 15' 0.00" W 072° 14' 0.00" W

Name: COVENTRY
 Date: 10/7/2012
 Scale: 1 inch equals 2000 feet

Location: 041° 46' 18.35" N 072° 15' 27.91" W
 Caption: Beacon Hill Estates - Section II