



TOWN OF MANSFIELD
SPECIAL TOWN COUNCIL MEETING

Thursday, June 12, 2008

BUCHANAN AUDITORIUM
MANSFIELD PUBLIC LIBRARY

7:00 p.m.

AGENDA

Call to Order

New Business

1. Status Report from the Mansfield Downtown Partnership
2. Fiscal Year 2008/09 Budget

Adjournment



Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Cynthia van Zelm, Mansfield Downtown Partnership
Date: June 12, 2008
Re: Status Report from Mansfield Downtown Partnership

Subject Matter/Background

Attached please find various background information related to the June 12, 2008 status report from the Mansfield Downtown Partnership. At the special meeting on June 12th, the Partnership will make a presentation and distribute a written report. In order to give the Council and the public time to review the report in detail, we will carry this item over to your next regular meeting on June 23, 2008.

Attachments

- 1) May 28, 2002 Town Council Minutes
- 2) Environmental Impact Evaluation
- 3) Municipal Development Plan – Executive Summary
- 4) Development Agreement by Mansfield Downtown Partnership, Inc. and Storrs Center Alliance, LLC
- 5) Storrs Center Special Design District Zoning Regulations
- 6) Main Street Navigator, Winter 2008
- 7) Storrs Center Concept Plan and Timeline
- 8) Storrs Center Fact Sheet
- 9) Mansfield Downtown Partnership Perspectives, Spring 2008 (hard copy only)
- 10) Mansfield Downtown Partnership Annual Report 2007-2008 (hard copy only)

REGULAR MEETING MANSFIELD TOWN COUNCIL
MAY 28, 2002
Draft Form Only
No Attachments

The regular meeting of the Mansfield Town Council was called to order by Mayor Elizabeth Paterson at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building.

I. ROLL CALL

Present: Bellm, Haddad, Hawkins, Holinko, Paterson, Rosen, Schaefer, Stallard, Thorkelson

II. APPROVAL OF MINUTES

Mr. Schaefer moved and Mr. Haddad seconded to approve the minutes of May 13, 2002 as corrected. Under New Business item #4. Mr. Thorkelson move and Mr. Bellm seconded..... and further Mr. Bellm moved and Mr. Schaefer seconded to postpone to date certain ad to schedule an informational meeting on May 20, 2002 at 7:00 p.m. to have a question and answer time for the public and Council regarding the Downtown Mansfield Concept Master Plan.

So passed unanimously.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Mayor Paterson stated that since there were many people present who may wish to speak each person would have 3 minutes to speak and that everyone would speak for the first time and if time permits they could speak for a second time.

Bob Keplesky, 734 Storrs Road, spoke in support of the Recreation Advisory committee on the Management Plan for the Southeast Park. He also commented that he would like to see restrooms and a storage and concessions facility at the Park.

Michael Callahan, 21 Oakwood Dr., spoke in favor to the need for improvements at the Southeast Park Field. He would like to see restrooms, a storage facility, a concessions booth and a permanent source of water supply.

Allen Ward, 85 Ball Hill Road, thanked the Council for the Informational meeting which was held on May 20, 2002 regarding the Downtown Mansfield Concept Master Plan. He urged the by-laws be changed to reflect more Mansfield residents on the Development Agency Board.

Edith Allison, 549 Gurleyville Road, spoke in support of the Mansfield Downtown Partnership and urged Council not delay with the plans.

Maria Gogarten, 968 Warrenton Road, requested the Council postpone decisions on the Route 89/Mt. Hope Road intersection until more neighbors have been adequately notified. She did not receive her notification until Saturday.

Diane Nadeau, 150 Thornbush Road, Chairman of the Mansfield Football and Cheerleading Club, supports the Southeast Park and sports programs in Mansfield. 100's of youths use this facility in the Fall, Spring and Summer. There is still a need for storage area and concessions, water supply and restrooms.

Richard Sherman, 43 Pinewoods Lane, a resident in the area of Southeast Park, urged the Recreation department to start a ride pool board and to encourage carpooling. The number of cars at that facility has greatly increased.

IV. OLD BUSINESS

1. Small Cities Community Development Block Grant Program-Juniper Hill Village

Mr. Rosen moved and Mr. Thorkelson seconded to adopt the certified resolution necessary to submit the Town's application to the Small Cities Community Development Block Grant Program to provide for an addition/renovations to the existing kitchen and dining room as well as a parking lot expansion at Juniper Hill Village Senior Housing Complex.

So passed unanimously.

2. Small Cities Community Development Block Grant Program-Housing Rehabilitation Revolving Loan Program

Mr. Haddad moved and Mr. Thorkelson seconded to adopt the certified resolution necessary to submit the Town's application to the Small Cities Community Development Block Grant Program to continue the Town's existing housing rehabilitation program.

So passed unanimously.

* 3. Downtown Mansfield Concept Master Plan-Implementation Alternatives

Mr. Thorkelson moved and Mr. Schaefer seconded to move to designate the Mansfield Downtown Partnership, Inc, as Mansfield's municipal development agency for the Storrs Center area, and to authorize the Partnership to proceed with the preparation of a municipal development plan pursuant to Sections 8-200b and 32-242a of the Connecticut General Statutes; and

To designate \$125,000.00 from the Capital Budget to fund the preparation of a municipal development plan for the Downtown Mansfield project; and

To stipulate that the Mansfield Town Council will not give final approval to any plans or proposals of the Municipal Development Agency until the Town Council reviews the revised By-laws, which address such concerns as democratic process, representation of the Mansfield constituency, election of Board Members, adequate notice of meetings; and

To stipulate that membership of the Board of Directors of the Mansfield Development Agency shall be limited to Mansfield residents, Mansfield taxpayers, owners and operators of businesses in the Town of Mansfield and those with a University of Connecticut affiliation; and

Further to stipulate that individual membership in the Mansfield Municipal Development Agency shall be available at a nominal cost.

So passed unanimously.

V. NEW BUSINESS

4. MVFC Ambulance Bid

Mr. Hawkins moved and Mr. Holinko seconded to amend the budget for this project by \$15,000 to a total of \$165,000 from the available fund balance in the CNR Fund for the MVFC Ambulance.

So passed unanimously.

5. Proposed Agreement with Celero Square Associates

Mr. Rosen moved and Mr. Schaefer seconded to approve the attached agreement with Celeron Square Associates and authorize the Town Manager to execute said agreement on behalf of the Town of Mansfield.

So passed unanimously.

6. Set FY 2002-03 Mill Rate

Mr. Schaefer moved and Mr. Stallard seconded:

BE IT RESOLVED: That the tax rate for the Town of Mansfield for Fiscal Year 2002-2003 be set at 27.50 mills, and the Collector of Revenue be authorized and directed to prepare and mail to each taxpayer tax bills in accordance with Connecticut General Statutes, as amended and such taxes shall be due and payable July 1, 2002.

So passed unanimously.

7. Stallard Resignation from Town Council

Mr. Schaefer moved and Mr. Holinko seconded to refer the resignation of Town Council Member James E. Stallard III to the Republican Town Committee for a recommendation.

So passed unanimously.

8. Coney Rock Preserve Management Plan

Mr. Thorkelson moved and Mr. Hawkins seconded to approve the Coney Rock Preserve Management as submitted by staff.

So passed unanimously

9. Lions Club Park Management Plan

Mr. Holinko moved and Mr. Schaefer seconded to approve the Lions Club Management Plan as submitted by the Recreation Advisory Committee.

So passed unanimously.

10. Southeast Park Management Plan

Mr. Hawkins moved and Mr. Schaefer seconded to approve the Southeast Park Management Plan as submitted by the Recreation Advisory Committee.

So passed unanimously.

11. Sunny Acres Park Management Plan

Mr. Rosen moved and Mr. Schaefer seconded to approve the Sunny Acres Park Management Plan as submitted by the Recreation Advisory Committee.

Some pages were missing in the report; corrected copies will be given to Council at next meeting.

Mr. Bellm moved and Mr. Haddad seconded to table this item.

So passed unanimously.

12. Route 89/Mt. Hope Road Intersection

Mr. Haddad moved and Mr. Bellm seconded to postpone consideration of ConnDOT's response concerning the Route 89/Mt. Hope Road intersection until the next meeting on June 10, 2002 in order to notify concerned residents and allow them to participate in the process.

So passed unanimously.

13. PZC Referral re: Pine Grove LLC Subdivision Application

No action needed.

14. Water Supply Plan

Mr. Schaefer moved and Mr. Stallard seconded to postpone consideration of the Water Supply Plan until the next meeting on June 10, 2002 in order to give the Council and interested residents an

opportunity to review and consider the report.

So passed unanimously.

14a. Proclamation for Mansfield Lions Club

Mr. Schaefer moved and Mr. Thorkelson seconded to authorize the Mayor to issue the attached proclamation in honor and recognition of the Mansfield Lions Club.

So passed unanimously.

VI. DEPARTMENTAL REPORTS

Mr. Holinko inquired when the public relations and publicity about the Community Center was going to begin. He also suggested a sign be placed in the construction area informing people of the project.

VII. REPORTS OF COUNCIL COMMITTEES

Finance Committee will be meeting on June 12, 2002.

VIII. REPORTS OF COUNCIL MEMBERS

Mayor Paterson reported on the successful Memorial Day Parade and celebration. The State Legislature presented the Town with a Proclamation on the celebration of it's 300th Anniversary.

IX. TOWN MANAGER'S REPORT

On May 30th there will be a public information session/workshop at 7:00 p.m. in the Council Chambers on an ongoing "Lands of Unique Value" analysis for Mansfield.

Town Manager handed out the flyer regarding the scheduled events of the upcoming Tercentennial programs for June 2002.

Open Space Committee will be bringing a program on Preserving Land to Mansfield later this year.

The Mansfield Downtown Partnership will be meeting on June 4, 2002 at 4:00p.m. at the Partnership office.

The Community Center building project is progressing, the footings and walls of the gym area have been poured. The steel beams arrive on June 10.

Town Manager handed out a flyer about the June 6, 2002 plan of conservation and development orientation meeting. It will begin at 7:30 p.m. in the Council Chamber.

X. FUTURE AGENDAS

XI. PETITIONS, REQUESTS AND COMMUNICATIONS

15. ConnDOT News Release
16. M. Berliner re: Appointment to Library Board
17. Census Data: 2000
18. A.J.Roque, Jr. re: Willington Household Hazardous Waste(HHW) Facility
19. State Board of Education Report
20. P.A. 02-74, An Act Concerning The Municipal Plan of Conservation and Development
21. Mansfield Hollow Lake Water Study
22. M. Berliner re: Population Data, Mansfield, Ct
23. G.R. Ivan, PhD. Re: Schweppe Well
24. Lands of Unique Value Workshop
25. P.A. 02-121, An Act Concerning Revisions to the CEPA
26. J. Pandolfo re: Partnership By-Laws

XII. EXECUTIVE SESSION

Not needed

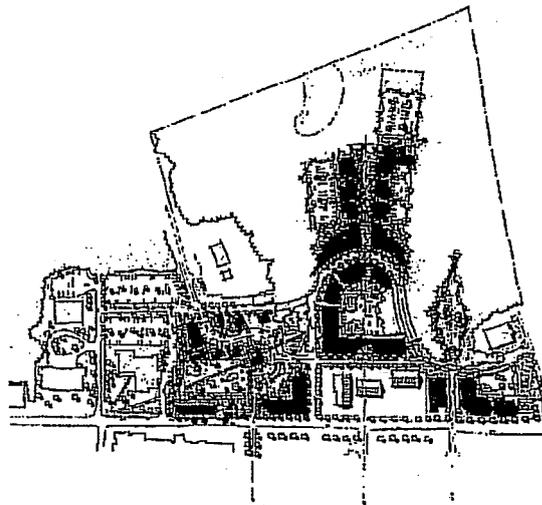
XIII. ADJOURNMENT

At 8:28 p.m. Mr. Bellm moved and Mr. Schaefer seconded to adjourn the meeting.

So passed unanimously.

Elizabeth C. Paterson, Mayor
Joan E. Gerdsen, Town Clerk

DRAFT
ENVIRONMENTAL IMPACT EVALUATION
FOR THE PROPOSED
GRADUATE STUDENT APARTMENTS
AND
DOWNTOWN MANSFIELD MASTER PLAN PROJECTS
STORRS, CONNECTICUT



PREPARED FOR:



THE UNIVERSITY OF CONNECTICUT

PREPARED BY:



BAYSTATE ENVIRONMENTAL CONSULTANTS, INC.

OCTOBER 2002

EXECUTIVE SUMMARY

Introduction

This Environmental Impact Evaluation (EIE) addresses the potential impacts associated with the proposed projects identified in the Downtown Mansfield Master Plan (DMMP). The DMMP was developed by the Mansfield Downtown Partnership, an independent, non-profit organization. The DMMP is a concept master plan for revitalizing the existing Mansfield downtown district that calls for construction of new facilities and replacement/renovation of existing facilities. A major component of the DMMP is construction of a 400-bed graduate apartment complex. While the ultimate division of public and private development of the site is not known, the majority of the DMMP study area is currently owned by UConn and the University may choose to take or participate with others in actions to develop portions of the site. Several of the proposed projects of the DMMP are subject to review under the Connecticut Environmental Policy Act (CEPA) promulgated under Section 22a-1 to 22a-1h of the Connecticut General Statutes (CGS).

Project Description

The original project consisted of construction of a graduate apartment complex with a capacity of 500 to 1000 beds. The project evolved as a result of agency and public comments made in response to the Notice of Scoping (NOS), discussions with UConn staff and administration, analysis of the University's need for graduate housing, and coordination with relevant concurrent projects. The project scope evolved to include all projects associated with the DMMP and the number of beds was decreased based on a housing market analysis. The proposed DMMP includes 219,000 ft² of residential space (not including the graduate apartments), 78,000 ft² of retail space (includes 10,000 ft² of restaurant food space), 33,000 ft² service/educational space, 31,000 ft² of office space and 10,000 ft² of restaurant/food space. As outlined in the DMMP, the proposed project consists of the following clusters of development:

- The Village Green. This proposed area consists of as many as ten buildings including two existing structures that could be expanded or replaced. Two of the new buildings, each three stories, would be located on Storrs Road while the others would be located on a new road connecting Dog Lane at the existing Bolton Road intersection.
- University Housing. A 400-bed graduate housing complex is proposed for the area east of the downtown. The plan calls for the buildings to be clustered around a central pedestrian area with access and parking to the perimeter of the cluster.
- Mixed Use Block. A mixed use block consisting of up to five buildings is proposed for the area between the privately owned commercial buildings and the University housing complex. The plan calls for buildings up to three stories in height with retail on the ground floor and office and residential uses on the upper floors.
- Residential Block. The proposed residential block is located at the south end of the downtown area along Storrs Road. Due to the site characteristics, two of the buildings would be life style housing with two stories on the street side and three stories on the east side with

a small parking deck behind the buildings. A third building is proposed for service-related uses with either office or residential above the ground floor.

Purpose and Need

The proposed project was developed in response to the University's need to construct additional graduate student housing on the campus and the University's and Town of Mansfield's desire to stimulate the revitalization of the existing downtown area. A market study (Anderson Strickler, 2002) of graduate housing at UConn demonstrated that there is a demand for 633 beds of on-campus graduate housing. The estimated demand is derived from graduate students currently living off campus that would be attracted to a new graduate apartment complex, and graduate students that are currently located on campus but may be relocated a due to conversion of existing graduate residences to alternative uses. The market study indicated that only 14% of graduate students currently living in UConn housing are "very satisfied" with UConn's housing facilities. The need for new graduate housing is based on the estimated demand and the limited satisfaction of current on-campus residents.

As described in DMMP, the idea of having a town center for Mansfield was conceived over 30 years ago. The Downtown Partnership identified the needs and desires of the University, Town officials, community residents, private property owners within the downtown area and downtown merchants, and formed the basis for the proposed DMMP. The DMMP development process outlines a strategy for revitalizing Downtown Mansfield by "...creating a vibrant, exciting, mixed-use downtown center through leveraging the housing investment planned by the University." There is an opportunity for the year-round graduate student population to be in close proximity to the retail components of the DMMP. The presence of 400 students in the downtown would represent the most significant fraction of residents in the DMMP area.

Alternatives Considered

In general, the alternatives analysis included the No Build Alternative, Expansion of Existing Facilities, and several Build Alternatives. The non-student housing components of the DMMP are site specific and were only considered as part of the Build Alternative for the Storrs Center Site.

No Build Alternative

Under the No Build Alternative, the University would need to rely on existing facilities for graduate housing, replacement housing for the Graduate Residences would not be available and any benefits of converting the current Graduate Residences to academic facilities or undergraduate housing would not be realized. Furthermore, the implementation of the No Build Alternative would not allow the University to offer on-campus housing that caters to the needs of graduate students. This oversight may play a negative role in selection of UConn over other higher educational institutions by prospective graduate students.

Expansion of Existing Facilities

The University has considered expansion and renovation of the existing graduate housing facilities as an alternative means to meeting the estimated demand for graduate housing. Potential expansion sites included the Graduate Residences, the Hilltop Apartments, the Mansfield Apartments, and the Northwood Apartments. In general, the existing graduate housing facilities have limited potential for expansion/renovation to meet the estimated graduate student housing demand. This is due to renovation costs, expansion feasibility, and the inability to meet the expressed needs of graduate students for the type of housing desired.

Build Alternatives

The Build Alternative for the project consists of construction of a new graduate housing facility with a capacity of 400-beds. Several sites were investigated as potential locations for the build alternative, including:

- Storrs Center Site
- Northwood Site
- Moss Sanctuary
- Depot Campus
- North Campus

There are advantages and disadvantages to construction of graduate apartments on all of the build alternative sites. After careful consideration of these advantages and disadvantages, three sites were determined not to be viable for this project. The following characteristics of the Moss Sanctuary, the Depot Campus, and the North Campus contributed significantly to eliminating these sites as potential build locations:

- Moss Sanctuary: An important disadvantage of development of the Moss Sanctuary is related to the potential impacts to ecological and wetland resources on the site. Furthermore, the Moss Sanctuary Site is designated as Preserved Open Space in the *Town of Mansfield 1993 Plan of Development* and the *State of Connecticut Conservation and Development Policies Plan (1998-2003)* (C&D Plan) (OPM, 1998). In 1990, the parcel was designated as a sanctuary by the UConn Board of Trustees and was named for Professor Albert E. Moss, Emeritus, Forestry. In response to the scoping meeting comments, UConn further evaluated the Moss Sanctuary site and determined it would not be a suitable site for the proposed graduate apartments.
- Depot Campus: The major disadvantages of the site for graduate housing are the distance to campus, the condition of existing buildings and infrastructure, and potential impacts to historic and archaeological resources. Additional significant disadvantages include conflicts with long range planning and potential socioeconomic issues related to construction of graduate apartments near the existing Bergin Correctional Institution. UConn is not interested in constructing graduate housing in close proximity to the correctional institution.

- North Campus: The major disadvantage to construction of the graduate apartments in the North Campus Site is inconsistency with UConn's long range planning strategies for the parcel. The University is committed to the proposed primary land uses for the North Campus, a housing project is now in development, and additional housing would be inconsistent with the planned uses for the remaining parcels.

With elimination of the Moss Sanctuary, the Depot Campus, and the North Campus as potential build alternatives, the evaluation of existing conditions and analysis of impacts was conducted for the Storrs Center Site and the Northwood Site. Through detailed analysis of the proposed project on the Storrs Center Site and the Northwood Site, the Storrs Center Site was identified as the preferred alternative. The major disadvantages to constructing the graduate apartments on the Northwood Site include the potential use of automobiles to get to campus, pedestrian and bicycle safety issues associated with North Eagleville Road, lack of telecommunications services in the vicinity of the site, and the lack of convenient access to campus facilities.

Analysis of Impacts

Analysis of the impacts for the Storrs Center site are summarized as follows:

Air Quality

Construction and operation of the proposed graduate apartments and DMMP facilities will generate air emissions from traffic accessing the site, heat and hot water generation, and construction activities (dust and emissions from construction equipment). Microscale modeling of CO emissions from vehicular sources indicated that that projected CO concentrations at all selected receptor locations are well below the National Ambient Air Quality Standards (NAAQS) at every studied location. On a mesoscale basis, air quality is evaluated based on vehicle miles traveled (VMT). The proposed graduate apartments on the Storrs Center Site will be within walking distance from campus and will also be serviced by the UConn shuttle. Consequently, graduate students that formerly lived off campus may no longer commute to campus, thereby generating a reduction in VMT. In addition, a successful revitalized downtown has the potential to decrease VMT in the area by providing needed and desired services within Mansfield.

With respect to stationary sources, it is expected that natural gas fired boilers will be used to generate heat and hot water for the graduate apartments and DMMP facilities. The boilers will conform to Best Available Control Technology Standards for stationary sources of pollutants and are not expected to generate significant increases in stationary sources of pollution relative to existing sources on the UConn campus.

Air quality impacts from construction activities include fugitive dust, emissions from construction equipment, and construction generated traffic. However, all construction related impacts will be temporary (duration of the construction phase) and transient (only during hours of construction work). Standard construction management practices will be implemented to mitigate these temporary impacts.

Noise

Potential noise impacts include noise generated during construction of the proposed project, noise associated with activities at the project facilities, and noise resulting from traffic increases brought about by the project. The graduate apartments and the DMMP facilities are expected to generate an increase in human activity in the area. The graduate apartments and mixed use facilities will be located in areas that were previously undeveloped and therefore were characterized by limited human activity. Anticipated increased noise levels should be similar to those measured at similar locations on the UConn campus which are well within Connecticut Department of Environmental Protection (DEP)'s standards.

Increased activity is also anticipated as a result of revitalization of the Storrs business district. Commercial, business and service/educational facilities are proposed for areas adjacent to Route 195 and Dog Lane. Because these uses currently exist on this portion of the site, no significant noise level increases are anticipated.

Noise from human activities can be mitigated by providing a buffer area between the developed site and the sensitive receptors. The DMMP layout is sensitive to existing natural constraints (i.e. wetland resources) that simultaneously limit development in these areas and provide significant buffer areas (>300 feet) between the proposed development and surrounding sensitive receptors.

Construction related noise impacts are unavoidable. The operation of construction equipment will result in short-term increases in noise levels in and around the construction site. To mitigate these impacts construction activities will be limited to weekday hours (7 AM to 5 PM), quiet methods and machinery will be used, equipment will be maintained, and nearby receptors will be notified of excessive noise levels in advance.

Traffic, Parking and Circulation

Traffic modeling was conducted to evaluate the traffic impacts of the proposed graduate apartment complex and DMMP facilities. Future analysis was performed assuming planned developments and roadway improvements identified as part of UCONN 2000 and North Campus Master Plan (as described in the *Outlying Parcels Master Plan*).

During the AM peak hour, the impact of project-generated traffic would generally be limited to the project access roadways and driveways. The proposed DMMP and graduate apartment complex is expected to have little impact on intersections outside of the immediate DMMP area during the morning peak period. For the PM peak hour, the proposed project would generate more vehicle trips than in the morning, and therefore would have a greater impact on area intersections. However, there are several planned improvements associated with UCONN 2000 and North Campus developments. Combined with recommended mitigation measures for the DMMP projects, all study intersections are expected to operate at an acceptable (D or better) level of service (LOS). Mitigation measures for the proposed DMMP include:

- Re-alignment of Dog Lane and Bolton Road.
- Upgrading the signal timing and phasing and providing exclusive turning lanes at the intersection of Route 195 and Mansfield Road.
- Monitoring traffic volumes and signalizing the intersection of South Eagleville Road and Separatist Road when warrants are met.
- Modifying the cycle length and signal timings at the intersection of North Eagleville Road and Hillside Road.

Within the immediate vicinity of the site, proposed mitigation measures include prohibiting left-turn movements in and out of the unsignalized entrances to the site as well as traffic calming measures to discourage project traffic from using neighborhood streets. Residents, Town, and the University should participate in development of a traffic calming measures for this area.

During the construction phase of the proposed projects, traffic congestion in the immediate vicinity of the Storrs Center Site may increase. Impacts will be mitigated through development and implementation of a traffic management plan for the construction phase.

Construction of the DMMP and graduate apartments is likely to generate increases in pedestrian traffic. It is recommended that the design team work with the Town and DOT to develop alternative devices to provide safe and efficient pedestrian crossings at Route 195. This may include measures such as pavement surface treatments, signage, bollards, lighted crosswalks, and refuge areas.

Utilities

Potable Water Supply

The proposed graduate apartments and DMMP facilities will generate additional demand on the water supply system. A 400-bed complex is expected to generate a demand of 18,000 gallons per day (0.018 MGD), approximately 1.4% of the 2001 ADD. The net increase in potable water demand from DMMP facilities was estimated at approximately 0.032 MGD. The total increase in ADD for both the proposed student apartments and the DMMP projects is estimated to be 0.05 MGD, approximately 3.9% of the annual ADD. The increased potable water demand is approximately 1.6% of the DEP permitted maximum withdrawal rate.

Minimizing impacts to the water supply system will be achieved by continued implementation of water conservation measures aimed at efficient water used and waste elimination. State-of-the-art plumbing fixtures, kitchen dishwashers and clothes washers will be utilized. The proposed projects will comply with all applicable State and Federal water use codes.

The proposed project will require extension of the existing water distribution system to provide service to the graduate apartments and the DMMP facilities. Engineering plans and specifications for extension of the distribution system will be subject to review and approval by the Department of Public Health (DPH) Water Supplies Section Engineering Unit prior to installation.

Sanitary Sewer

Development of the Storrs Center Site will generate additional wastewater flows from the graduate apartments and the DMMP facilities. The estimated total (apartment complex and DMMP projects) wastewater flow from the Storrs Center Site (estimated as 95% of the potable water usage) is 0.047 MGD, which is approximately 2.9 % of the remaining capacity of the UConn Water Pollution Control Facility (WPCF). The UConn WPCF is expected to be able to accommodate the increase in flow. Impacts will be minimized with the use of efficient kitchen, bathroom, and laundry equipment. The design team will determine the most appropriate way to extend the wastewater collection system to service the proposed apartments. Extension of the system will be subject to review and approval by the DEP Bureau of Water Management.

Stormwater

The proposed DMMP facilities and graduate apartments will result in a net increase in impervious area of $\pm 379,000$ ft². Mitigation for the projected changes in stormwater runoff quantity and quality will be achieved through stormwater management. The stormwater management system on the Storrs Center site will need to be carefully designed and implemented due to the topographic limitations of the area, the relatively small size of the parcel, and the potential to impact natural resources.

Stormwater runoff modeling indicated that it is feasible to detain the peak flows and volumes of stormwater generated by the 100 year storm in two detention basins with volumes of 1.9 and 0.9 acre-feet. However, it is recommended that the stormwater management system incorporates DEP recommended BMPs in addition to detention that has a water quality goal of better than 80% TSS removal, and is designed to protect and possibly improve conditions of natural resources on the site. It is recommended that final design of the stormwater management system include the following:

- Reconstruction of the existing stormwater collection system to include new catch basins with deep sumps and hooded outlets to provide removal of suspended solids and oil and grease prior to discharge.
- Restoration of an existing wetland area and stream channel.
- Maintenance of hydrologic conditions of the existing vernal pool.
- Design of a collection system and siting of detention basins that takes advantage of site topography.
- The use of BMPs aimed at treating and dissipating runoff such as vegetated swales and grass buffer strips.
- The use of catch basins with deep sump pumps to trap sediments and hoods to trap oil and grease in all new collection systems installed in conjunction with roadway and parking lot paving.
- The use of gross particulate separators in systems draining more than one acre of roadway or parking area to a common discharge point.

Construction activities associated with the proposed project have potential to impact runoff quality. Proposed construction activities include demolition of existing facilities, excavation and grading of the site for the apartment complex, and excavation associated with any necessary relocation of utilities. It is possible that construction of the proposed graduate apartments will require blasting and a substantial amount of excavation. The transport of fine-grained material due to construction activities is the primary water quality concern. The relatively close proximity of wetland resources on the site, including the vernal pool, requires that construction phase stormwater management is well designed and implemented. An Erosion and Sediment control plan will be prepared in accordance with the *Connecticut Guidelines for Soil Erosion and Sediment Control* (2002).

Land Use and Zoning

The DMMP, developed by the Downtown Partnership, reflects the objectives of UConn, the Town of Mansfield, and the local business community. While consistent with most of the existing zoning, there are conflicts with respect to residential uses and parking standards. The Downtown Partnership recommends that a new zoning district be allowed for development to occur. The new zoning district should allow for mixed use development, buildings having as many as three stories without traditional setbacks, common parking (both on-street and off-street) as distinct from parking for individual establishments, lower parking ratios in recognition of the pedestrian orientation of the downtown, and finally, the higher density of development associated with a more urban setting.

The Mansfield Town Council designated the Mansfield Downtown Partnership to serve as a municipal development corporation pursuant to Chapter 132 of the CGS for the Storrs Center project. The development corporation will act as the municipal development agency and is charged with the preparation of the Municipal Development Plan (MDP).

Wetlands

The proposed graduate housing complex and DMMP facilities will not generate significant direct impacts on wetland resources on the Storrs Center Site. The proposed layout for the graduate apartments allows for a 50 to 100 foot undisturbed buffer between the developed area and the wetland resource areas. The only exception is that a portion of the proposed roadway through the site will be aligned along the existing footpath, under which a wetland/watercourse is culverted. Construction of this roadway may generate minor (1,000 ft²) direct impact on the watercourse. Potential mitigation efforts could improve the problem of erosion and sedimentation within this wetland resource area. Such measures could include slope stabilization, debris removal, and velocity dissipaters for existing stormwater discharge to wetland resource areas.

A vernal pool (Wetland D) is located in the northern section of the project site. The footprint of the project does not directly impact this resource, however, a portion of the project area is within the surface watershed of the vernal pool. In order to protect this resource, a 100-foot setback

will be maintained between the project area and Wetland D. In addition, surface and groundwater hydrology that supports this wetland will be maintained.

Construction of the proposed graduate apartments and DMMP facilities will result in an increase in impervious area on the site. Associated with increased impervious area are increases in stormwater runoff volume, peak flows, and potential for increased pollutant transport. Consequently, the proposed project has the potential to adversely impact the hydrology and water quality of downstream resources (wetlands and intermittent tributaries) if not mitigated by careful design. To the extent feasible, the stormwater management system will incorporate infiltration practices for treating and dissipating runoff (ex. vegetated swales in bufferstrips), detention to control peak flows, gross particle separators (for stormwater collection systems draining more than 1 acre of impervious area), and catch basins with deep sumps with hooded outlets to trap particulates and oils/grease.

Energy

The proposed housing units and the DMMP facilities will utilize energy as a direct result of operation and construction. Operation of the proposed housing units and the DMMP facilities will require energy primarily in the forms of electricity, provided by Connecticut Light and Power (CL&P) and gas, provided by Connecticut Natural Gas (CNG). Power is currently available in the immediate project vicinity.

Construction of the proposed apartment complex and DMMP facilities would approximately double the business/retail space on the parcel and add approximately 392,000 square feet of residential space (mixed use housing, lifestyle housing, and graduate apartments). The energy usage on the site is expected to increase by approximately 48 million Btu per year.

Energy will be used directly in the construction process and indirectly in the manufacture and delivery of building materials. Construction-related energy usage will produce a one-time energy demand. This minimal demand increase will be temporary and is not expected to significantly impact energy resources.

Minimizing the impacts on energy resources will be achieved through conservation. Energy conservation will be emphasized in the design and construction of the commercial and residential facilities. Facilities owned by the University will comply with the energy performance standards for State-owned buildings and all State building and energy code requirements.

Solid Waste

Development of the Storrs Center Site will generate impacts on the solid waste stream due to construction and operation of the graduate apartment and DMMP projects. It is estimated that a 400-bed graduate student complex will generate 80 tons/yr. (pers. comm. Curran, 2001). However, graduate students currently living both on-campus and off-campus generate solid waste, therefore, the increase does not represent "new" solid waste in the area. The estimated additional solid waste is 2.3% of the existing campus annual waste stream. It is expected that a

private carting firm will be able to accommodate the additional solid waste and recyclable materials generated by the proposed apartments. Students in the apartments will be expected to participate in the on-going recycling program, thereby minimizing the impact on the solid waste stream. The annual solid waste generation for the DMMP projects was determined to be approximately 450 tons/yr. The existing facilities within the DMMP project area account for approximately 120 tons/yr. of the future estimate.

The DMMP projects will need to comply with State and Town solid waste and recycling regulations. The privately owned DMMP facilities will have several alternatives for solid waste and recyclable collection including collection by private licensed transporters, service through the Town, or service in conjunction with existing service for UConn. Waste generation will be minimized through participation in recycling efforts. That the available providers of solid waste and recyclable collection and disposal will accommodate the DMMP projects.

During the construction phase of the proposed graduate apartments and the DMMP projects solid waste will be generated. The existing site for the graduate apartments is currently undeveloped and therefore demolition activities will not be required prior to construction. Implementation of the DMMP will require both demolition and construction. Solid waste generated by demolition and construction activities will be recycled by the contractor or hauled off-site to a DEP approved disposal area.

Conclusion

Construction of the proposed graduate housing complex and DMMP facilities is expected to generate impacts on physical, natural and socioeconomic resources. However, the majority of these impacts are expected to be minor. The project is expected to generate the most significant impacts on traffic and stormwater. Implementation of proposed mitigation measures will limit the irrevocable and adverse effects of these impacts. The overall goals of the proposed project include improving and enhancing the residential conditions at UConn as well as revitalizing a decaying downtown Mansfield area. Residual impacts from this project will be offset by the benefits gained. There will be several economic benefits gained by the rehabilitated downtown Mansfield area as well as the increase in revenue from new on-campus graduate housing for UConn. There will be other forms of benefits, which include an increase in jobs during both the construction and post construction periods, as well as aesthetic and functional improvements to the existing downtown district.

MUNICIPAL DEVELOPMENT PLAN



STORRS CENTER MANSFIELD, CONNECTICUT

Mansfield Downtown Partnership, Inc.
1244 Storrs Road
P.O. Box 513
Storrs, Connecticut 06268

STORRS CENTER ALLIANCE, LLC

LeylandAlliance LLC
16 Sterling Lake Road
Tuxedo, New York 10987

August 25, 2005

A. Executive Summary

Project Background

The Mansfield Downtown Partnership, Inc. consists of representatives from the Town of Mansfield's Government, the Mansfield business community, the University of Connecticut and Mansfield residents. The Partnership was formed to promote the design and redevelopment of Storrs Center, being considered the Downtown area of Mansfield, Connecticut located on the easterly side of Route 195/Storrs Road, across from the University of Connecticut main campus. The redevelopment of Storrs Center is the Town of Mansfield's priority project, addressing its mission of continuing to improve the quality of life for Mansfield residents. The University has also articulated a policy that the beneficial redevelopment of Storrs Center would further its institutional mission.

The Partnership commissioned the preparation of a concept master plan for the area of downtown Mansfield to be known as Storrs Center 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"). In May, 2002, the Mansfield Town Council by unanimous vote designated the Partnership as the municipal development agency for the Town of Mansfield pursuant to Chapter 132 of the Connecticut General Statutes.

In furtherance of its interest in facilitating the redevelopment 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.* The EIE studied a wide array of environmental issues relating to the potential redevelopment of Storrs Center. On April 28, 2003, the Secretary of the Connecticut Office of Policy and Management approved the EIE, subject to two conditions. The first condition required that the stormwater management system be approved by state agencies. The second condition required that a municipal development plan be prepared pursuant to Chapter 132 of the Connecticut General Statutes.

The Partnership engaged the firm of Looney Ricks Kiss Architects, Inc. ("LRK") and various subconsultants including EDAW Inc., Urban Partners and URS Corporation to assist the Partnership in the preparation of the MDP. In May, 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 near Connecticut State Route 195 across from the campus of the University of Connecticut.

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 Master Developer

Storrs Center Alliance LLC worked with various real estate, planning, architectural, engineering and legal professionals to prepare materials responsive to the RFQ and to participate in interviews with the Partnership. LeylandAlliance LLC, a real estate development firm based in Tuxedo, New York and specializing in traditional neighborhood development, is the sole member of Storrs Center Alliance LLC. 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.

The Master Developer team consists of several professional firms including The Village People, a division of Intrawest (retail village planning); Herbert S. Newman and Partners (planning and architecture); BL Companies (civil engineering and environmental site assessments); Robinson & Cole LLP (legal counsel); Michael W. Klemens LLC (environmental planning); Environmental Planning Services (wetlands and habitat studies); and Desman Associates (parking consultants).

The Development Agreement

The Partnership and the Master Developer entered into a development agreement on August 3, 2004 (the "Development Agreement"). The Development Agreement set forth various obligations of the Partnership and the Master Developer relative to the Project. Among other things, the Development Agreement established a schedule for the completion of the MDP, and addressed certain agreements with the University.

The Development Agreement also addressed other permits and approvals that are anticipated to be needed to complete the Project; outlined a new zoning district that will be created for the Project Area; addressed the timing and costs of construction of the Project; and the transfer of real property involved in the Project. The Development Agreement also identified numerous ways in which the Master Developer and the Partnership will cooperate to achieve completion of the Project.

Environmental Conditions Reports

Numerous environmental reviews have been performed on the Project Site. In addition to the EIE that was completed by Baystate Environmental, the following field work was completed: wetlands and watercourse delineations; wildlife studies; vegetative analyses; geotechnical studies; environmental site assessments; and soils analyses. All of this work created a very strong framework for project site planning.

Project Overview

The goal of the Storrs Center project is to create a mixed-use village at the crossroads of the town of Mansfield and the University of Connecticut. The Project Area represents an assemblage of parcels amounting to approximately 51 acres (see Figure 1 for Project Area Map). The developed area of the new village will occupy about 15 acres of the overall site. Of the remaining portion of the site, approximately 30 acres would be reserved for conservation as part of an effort to establish an environmentally balanced and intelligent approach to the use of the land.

The approximate 15 acre core development area largely overlies previously developed property. The project will be a mixed-use concept designed to create a vibrant Main Street experience within a shared public realm, as well as a more residentially oriented area with limited commercial use. Structured and surface parking will be provided in accordance with the plan to support the needs of the various neighborhoods. Like the modern downtown Storrs Center is meant to be, civic uses will permeate the project. Included throughout the development area will be public open spaces, including the town square, streets, sidewalks, and small plazas and terraces, contributing to the varied experience of the public realm that is essential to the viability and sustainability of the mixed use community.

The undeveloped area will remain a conservation zone that includes both uplands and wetlands. Delineation of the proposed conservation zone has provided a method to balance development with protection of two wetlands areas and a vernal pool on the east side of the site in a manner which will protect water resources and allow for proper management of stormwater discharge. Simultaneously, the conservation area will be an asset to the experience of life in the developed area and a constant reminder of the landscape that is characteristic of this area of Connecticut. Views from the commercial mixed use zone and the residential mixed use zone will open up the developed area to this preserved natural environment. The plan provides limited access points from the developed area to quiet, low impact paths within the upland areas, offering local residents and visitors an opportunity to enjoy this natural preserve and get some exercise.

At completion, the Project will consist of a total of 500-800 residential units, with a mix of market rate rental dwelling units and for-sale dwelling units; 150,000-200,000 square feet of retail and restaurant uses; 40,000-75,000 square feet of commercial office space; and 5,000-25,000 square feet of civic and community uses. A preliminary parking needs analysis suggests that spaces for approximately 1,500 cars will need to be provided for the project, including on-street parking spaces, surface parking lots and parking structures. Parking will be carefully designed so that it will be as unobtrusive as possible. Parking is discussed further below.

Following the approval of the MDP, the Partnership and the Master Developer will apply jointly for approval of a new zoning district for Storrs Center. The new zoning district is expected to be a special design district, which will include a special zoning permit process designating the Mansfield Town Planner as the official responsible for determining compliance with the SDD regulations. The SDD district would also include design guidelines. This MDP includes a summary of the anticipated provisions of the new zoning district, and an outline of the design guidelines prepared by LRK.

Project Phasing

It is currently anticipated that the project will contain four basic phases. At present, the proposed phases are intended to be flexible and may be modified as the plan unfolds. A certain amount of flexibility in final project phasing is necessary to respond to requirements of design, construction, project absorption, marketing, financing and other logistical factors influencing the physical build-out of the plan.

The first phase of the project will begin in the vicinity of the town square, which has been conceived as the focal point of the community. Phases may eventually overlap and contain components that will be constructed simultaneously in order to respond to the needs of the community. Development of parking spaces will be carefully coordinated with the phasing of the project so that the provision of parking does not fall behind the development of the other programmatic components.

Streets

Within the Storrs Center project, the street will be the organizer and collector of community life for those who inhabit the project as well as those who arrive by car or otherwise to work and play here. It is essential that the streets successfully accommodate traffic movement while providing a character and sense of place to the town center. In this regard, Storrs Road is the most important of the streets, functioning simultaneously as the key traffic thoroughfare to and through the downtown as well as the main civic street of the town. The stretch of Storrs Road between Mansfield Road and S. Eagleville Road serves as the common thread shared by nearly all of the major, civic functions of Mansfield, including the University of Connecticut, the high school, the town hall, the community center via its connection to town hall, the post office, and the current downtown shopping district. Yet the current character of the road is of a highway that passes through the town with little recognition of its additional role as the main street of the town. High amongst the goals of the project is an effort to explore the improvement of Storrs Road in this area with respect not only to critical traffic and transportation design but also with respect to its character as one of the most important civic, community, and activity spaces of both the present and future Storrs town center.

Parking

Parking is a key driving component of the Storrs Center project because of the need to provide for both residents and visitors. Ample parking is essential to the success of the mixed use neighborhood and the many uses that function together to provide its sense of vitality and activity. Parking analysis is ongoing and will be developed in conjunction with further refinement of the plan and the program for the neighborhood. Using various types of parking spaces and a shared use methodology, the project seeks to provide a minimum number of spaces that provides ample parking for the project but which does not unnecessarily exaggerate the number of spaces needed, resulting in unneeded expenditures, unused parking spaces, and loss of critical project space to unused garages.

Parking will be provided in three to four different forms, including:

Parallel, on-street parking will be located on one or both sides of the streets of the project in front of stores and houses. This is a key element in the project. Its goal is to make each part of the new downtown as accessible as possible. It distributes some of the parking load.

Surface parking will be limited to locations behind buildings and will serve only the occupants of the housing in those buildings.

Structured parking will be provided in one free-standing parking garage to be located in Neighborhood 1 and in parking garages placed below buildings and surrounding grade.

Satellite parking refers to opportunities for less costly off-site parking that may be provided for longer term parking needs while allowing on-site parking to focus on more active needs of the neighborhood and community. Users of such parking might include graduate students, faculty, or other residents who seldom use their vehicles and do not necessarily need to have them located in lots within the center of the project.

Sustainable Development

Sustainable development has been defined generally as meeting the needs of the present without compromising the ability of future generations to meet their own needs. Such a definition entails not only an effort to curtail and clean up pollution but a broad strategy of balancing the creation of sustainable human communities with the protection and preservation of natural resources. In the context of development, pursuit of these goals involves decisions about what kind of development should occur, where it should occur, and how it should relate to the network of human communities and to surrounding natural ecosystems. Storrs Center is designed to steward the physical environment – as well as the residential, business and civic ones – so prudently that a lasting sense of community will endure.

One of the fundamental underpinnings of this project is the creation of a meaningful, vital place that relates properly to the surrounding town and university as well as the surrounding natural environment. Its success over time will depend on the sense of community that it provides both amongst its occupants and with its neighboring communities and natural environments.

The design process for Storrs Center began with an in-depth study of the overall development area and the natural environment within and adjoining this area. As a result of this study it was determined that most of the development area should be protected as a conservation zone. Construction will be concentrated along Storrs Road, on a previously developed portion of the site, thereby allowing preservation of much of the remaining site – and protecting the existing ecology – especially the two wetland basins, the vernal pool and the plant and animal life they support. The MDP includes additional detail on the Project's commitment to sustainable development.

Agreements with the University of Connecticut

The University owns several parcels of land located within the Project Area. The Master Developer has signed a letter of intent with the University for the acquisition of property interests in certain land owned by the University. The Master Developer and the University are also negotiating a definitive purchase and sale agreement for the land.

The University owns and operates a water supply system and a water pollution control facility that provides water supply and sanitary sewer services, respectively, to the Storrs Center area of Mansfield. The University has stated its commitment to fully serving all water supply and sanitary sewer needs arising from the Project. The Master Developer and the University have entered into negotiations for a definitive water supply agreement and a definitive sanitary sewer service agreement for the Project.

Project Financing

The anticipated public and private investments and activities associated with the development of Storrs Center will involve an estimated total investment of approximately \$165.2 million. This total project cost reflects a consolidation of all project development costs, including parking, traffic, infrastructure, residential, retail, office and other commercial uses.

In brief, of the \$165.2 million total project cost, approximately \$145.2 million, or 88%, will be funded through private sources while the balance of \$20 million, or 12%, will be sought from public sources. The public funding of up to \$20 million is proposed to be provided through various public funding sources at the federal, state and local levels, and will be utilized for purposes of funding public infrastructure improvements. The total cost of such infrastructure improvements is approximately \$55.9 million. The balance of the infrastructure improvements, amounting to \$35.9 million, will be completed using private funding. Therefore, the public funding being requested for public infrastructure represents approximately 36% of the total public infrastructure cost, while the majority of the public infrastructure cost (64%) would be paid for through private funding sources.

The Partnership's Role in Project Implementation

As the designated development agent for the Town of Mansfield, the Partnership will oversee the completion of the MDP and the implementation of the Project, as provided for in the Development Agreement. The Partnership employs a full-time executive director, Cynthia van Zelm. The Partnership has over 280 individual, business and organization members, an 18 member board of directors and six standing committees: Advertising and Promotion, Business Development and Retention, Finance and Administration, Membership Development, Planning and Design, and Nominating.

The Partnership maintains all records, papers and other documents relating to the Plan and the Project in accordance with the requirements of the regulations and requirements of the Department of Economic and Community Development for administration of a Municipal Development Plan. The Partnership holds regular meetings that are open to the public. Through the organization of the Partnership, including its staff, board and committees, the Plan is positioned for successful completion.

DEVELOPMENT AGREEMENT

BY

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

AND

STORRS CENTER ALLIANCE LLC

AUGUST 3, 2004

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EXHIBIT B (MDP PROJECT AREA MAP DATED AUGUST 3, 2004)

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.

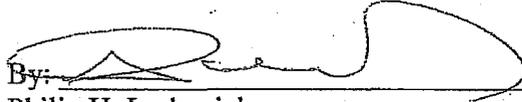
Section 16.13. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. No assignment of the rights of a party hereto shall be permitted without the consent of the other party hereto, such 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.

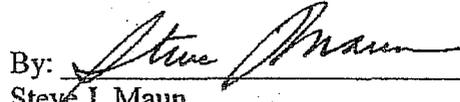
Section 16.16. WAIVER OF TRIAL BY JURY. THE PARTNERSHIP AND THE MASTER DEVELOPER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT IT MAY HAVE TO TRIAL, INCLUDING TRIAL BY JURY, IN ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT.

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)

*AS
SYM*

**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.

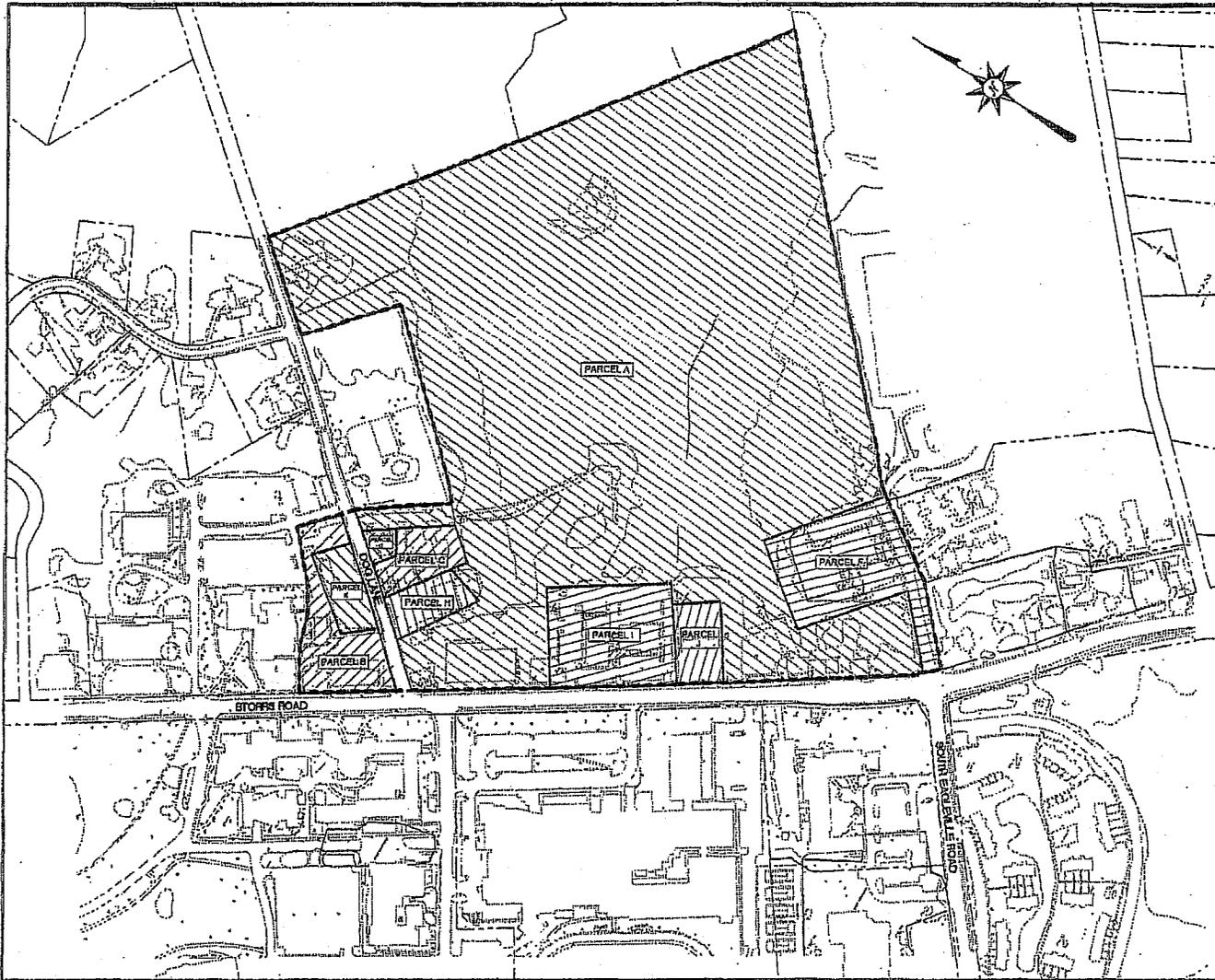
Retail Consultant: To enhance consideration of the retail component of the project, especially during the marketability study and workshop, we would be pleased to include the services of the Gensler retail group of Houston. We have worked previously with Gensler in this regard. They bring specialized 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.

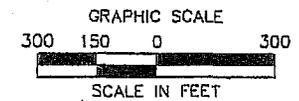
Regulatory Review Services: We would be pleased to assist the Partnership in preparing documentation in support of applications for regulatory review, in addition to documentation prepared pursuant to Basic Services. These could include, but not necessarily be limited to:

- 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	Robarge, Richard & Lealie	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	Haidous, Nicholas & Georgia Rogers	1232 STORRS RD STORRS, CT 06268	0.7
K	16.40.9	Steven H. et al	13 DOG LANE STORRS, CT 06268	0.53



BL
Companies

ARCHITECTURE
ENGINEERING
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ENVIRONMENTAL SCIENCES

395 Research Parkway
Meriden, CT 06460
(203) 639-1400
(203) 630-2615 Fax

MUNICIPAL DEVELOPMENT PLAN PROJECT AREA MAP

STORRS CENTER
MANSFIELD, CONNECTICUT

Designed
Drawn
Checked
Approved
Scale
Project No.
Date
CAD File

G.P.F.
P.M.B.

1"=300'
03C667
08/03/04
FMC66701A

FIG. 1

REF(+)

ms

GUARANTY

THIS GUARANTY is made this 3rd 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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A. Storrs Center Special Design District (SC-SDD)

1. General

The intent of the Storrs Center Special Design District is to create a zoning mechanism that will enable Storrs Center to be developed in a responsible yet efficient manner. Because Storrs Center is proposed to be a comprehensively designed mixed use environment, with a variety of land uses carefully integrated both horizontally and vertically in a compact form, a conventional zoning district that separates land uses into single-use areas would be unworkable and inappropriate. Accordingly, the Storrs Center Municipal Development Plan (the “MDP”) approved by the Town and the Connecticut Department of Economic and Community Development provides that a new zoning district should be created to accommodate and facilitate development of Storrs Center.

The Storrs Center Special Design District is a mixed use zoning district that functions like a floating zone. The Storrs Center Special Design District is available only to property located within the MDP area, and the provisions of the SC-SDD district will apply only to specific properties that are rezoned to an SC-SDD designation by the Planning and Zoning Commission. Upon rezoning to an SC-SDD designation, a unique, numbered zone district classification (SC-SDD[#]) is created on the Zoning Map of the Town of Mansfield, and the preliminary master plan approved as part of the map amendment shall become part of the zoning for the land included within the map amendment. There is no minimum area of land required for rezoning to SC-SDD. For the purposes of this Article, the Storrs Center Special Design District shall not be considered one of the Designed Development Districts, as that term is defined in these Regulations.

2. Relationship to Zoning Regulations

In cases of specific conflict with other provisions of these Regulations, the provisions of this Section shall prevail.

3. Procedure to Amend the Zoning Map to Storrs Center Special Design District

a. Procedures

The procedures to amend the Zoning Map to Storrs Center Special Design District are described in Article XIII, Section A.

b. Informal Review

All prospective applicants considering development within the Storrs Center Special Design District are encouraged to review with the Planning and Zoning Commission, on an informal and pre-application basis, a draft preliminary master plan and drafts of other information required by the Zoning Regulations. Although this process may enable a prospective applicant to obtain meaningful preliminary feedback, this informal review is not intended to include evaluation of application specifics. Any statements by members of the Commission are not binding and are not intended to indicate prejudgment in any way of an actual application, should one later be submitted. Similarly, silence by Commission members during an informal review should not be construed as assent or

acceptance of what is presented. The Commission's official decision-making process only commences upon the submission of a formal application.

c. Application Requirements

Petitions to amend the Zoning Map to Storrs Center Special Design District shall provide all applicable information required by Article XIII, Section B. The following information shall also be required:

- (i) Preliminary Master Plan for the area to be rezoned, including the following elements:
 - (1) boundary survey of the land to be included in the district at a scale that clearly depicts the area to be rezoned.
 - (2) existing topography with contours of sufficient spacing to show the general gradient of the site, existing structures, existing roads and rights-of-way, major topographic features, and limits of inland wetlands, watercourses and floodplains
 - (3) existing land uses and zoning within 500 feet of the area to be rezoned
 - (4) names of all property owners located within 500 feet of the boundary of the property to be rezoned, as listed on the Town Assessor's records as of a date no more than 15 days before the application is filed
 - (5) location of proposed land uses within the area to be rezoned
 - (6) location of wetlands and watercourses, exposed ledge and areas that are known to be shallow to bedrock
 - (7) proposed contours with intervals adequate to indicate drainage and grades
 - (8) general location of proposed buildings and structures
 - (9) identification of neighborhoods, if appropriate
 - (10) public and private streets and circulation patterns and potential traffic improvements
 - (11) general locations of on and off street parking, loading and delivery areas
 - (12) existing and proposed pedestrian facilities and circulation routes
 - (13) potential location of public transit connections or stops
 - (14) public and private open spaces

- (15) general locations of utilities and drainage facilities to serve the area to be rezoned
 - (16) general landscaping plans, including existing vegetation to be preserved and general location of landscape buffers
 - (17) preliminary project phasing, including phasing of public improvements and provisions to address construction traffic
- (ii) Comprehensive parking study (“Master Parking Study”) for the area to be rezoned. The following information should be included in the Master Parking Study:
- (1) Overall analysis of parking demand for the area to be rezoned, including shared use analysis if applicable
 - (2) Types and approximate locations and number of parking spaces to be provided
 - (3) Comparison of parking demand and parking to be provided
 - (4) Parking space dimensions
- (iii) Comprehensive traffic study (“Master Traffic Study”) for the area to be rezoned. The following information should be included:
- (1) Existing and projected background traffic counts on major streets located in and adjacent to the area to be rezoned
 - (2) Analysis of anticipated traffic to be generated by the land uses proposed for the area to be rezoned, including projected levels of service and queuing at key intersections
 - (3) Description of traffic improvements, including pedestrian and public transit improvements, to mitigate traffic impacts
 - (4) Anticipated phasing of traffic improvements within project area
- (iv) Comprehensive stormwater drainage study (“Master Stormwater Drainage Study”). The following information should be included:
- (1) Analysis of existing and proposed peak rates of stormwater discharge from the property
 - (2) Description of stormwater drainage improvements to be constructed, including phasing
 - (3) Preliminary description of stormwater quality measures to be incorporated into the area to be rezoned
- (v) Documentation of the availability of potable water and sanitary sewer service

- (vi) Design guidelines for the district, including information on the following:
- (1) General statement of intent and project vision
 - (2) Dimensional requirements, including building heights and setbacks
 - (3) Schematic cross sections of building mass and height along streets
 - (4) Nature and color of building materials for facades and roofs
 - (5) Public and private roadway and sidewalk cross-sections and design
 - (6) Location and type of walkways, including paths and trails, if any
 - (7) Design format for General Identity Signs and Directional Signs
 - (8) Standards for lighting fixtures
 - (9) Landscape features for public spaces such as street frontages and parks, including planting details, buffers, hardscapes and accessory fixtures such as benches and trash receptacles
 - (10) Waste disposal facilities such as dumpster areas
 - (11) Treatment of service areas, loading and delivery areas and aboveground utilities such as transformer boxes

d. Notification of Neighboring Property Owners

All petitions to amend the Zoning Map to Storrs Center Special Design District shall adhere to the notification requirements contained in Article XIII, Section C.

e. Approval Considerations

The Commission may approve, approve with minor changes or modifications, or disapprove any application to amend the Zoning Map to SC-SDD. In considering any petition to amend the Zoning Map to SC-SDD, the Commission shall make a finding, in addition to the findings required by Article XIII, Section D, that the Preliminary Master Plan, Master Stormwater Drainage Study, Master Parking Study, Master Traffic Study and Design Guidelines are consistent with the Municipal Development Plan for Storrs Center dated August, 2005, as it may be amended from time to time, and are adequate to ensure safe and appropriate implementation of permitted uses.

f. Adoption/Protests

All those provisions of Article XIII, Section E pertaining to Zoning Map amendments shall apply to any petition to amend the Zoning Map to Storrs Center Special Design District.

g. Filing of Approved Preliminary Master Plan and Zoning Map Amendment

Following approval of an SC-SDD amendment to the Zoning Map, the Preliminary Master Plan, together with the approved Master Parking Study, Master Traffic Study, Master Stormwater Drainage Study and Design Guidelines, shall be filed in the office of the clerk of the Town of Mansfield. The approved map amendment shall be identified on the Zoning Map with a numbered SC-SDD designation (e.g., SC-SDD 1, SC-SDD 2).

h. Modification of Approved Zoning Map Amendments

Approved SC-SDD zoning map amendments may be modified by the Commission following the procedure to approve a zoning map amendment to SC-SDD. The Commission may waive any of the application requirements contained in subparagraph 3.c of this section if such requirements are not necessary to adequately review and decide the application.

4. Uses Permitted in the Storrs Center Special Design District

- a. The following land uses are allowed within the Storrs Center Special Design District, whether in separate buildings or in mixed use buildings and whether owned or leased:
- (i) Single family residences
 - (ii) Two-family residences
 - (iii) Multi-family residences
 - (iv) Age-restricted multi-family residences as defined in Article VII, Section H
 - (v) Live-work units (defined as a mixed use unit that includes a direct internal connection between office or retail space and residential space, whether on the same or different floors).
 - (vi) Use of residence for personal business purposes as defined in Article VII, section D
 - (vii) Retail uses
 - (viii) Restaurants, including sit-down and take-out varieties
 - (ix) Banks and financial institutions
 - (x) Offices, including medical offices and physical therapy clinics
 - (xi) Personal service shops including, but not limited to, beauty salon, barber, and tailoring
 - (xii) Photocopying, facsimile, document processing, courier and similar services

- (xiii) Repair services or businesses, including the repair of bicycles, electronics, home appliances, office equipment, watches, clocks, clothing, shoes and similar uses, but excluding the repair of internal combustion engines
- (xiv) Commercial printing or production accessory to an on-site retail business, provided the following conditions are met:
 - (1) the floor area used for such printing or production shall be limited to 3,000 square feet;
 - (2) all goods prepared shall be sold to customers on the premises; and
 - (3) no floor drains or other direct connections to the exterior of the building shall be permitted
- (xv) Governmental and civic uses, including but not limited to post offices, libraries, University of Connecticut uses, Town of Mansfield uses, parks, squares and greens
- (xvi) Art galleries or studios, museums, music recital halls, cinemas, and theaters of all types
- (xvii) Dance halls and juice bars not serving alcohol
- (xviii) Live music, whether as a principal or accessory use, so long as it is conducted at acceptable noise levels in conformance with all codes and ordinances of the Town.
- (xix) Public and private parking garages
- (xx) Public and private parking lots
- (xxi) Self-service laundromats, and laundry and dry-cleaning drop-off and pick-up, provided no dry cleaning is conducted on the premises
- (xxii) Public or private schools
- (xxiii) State licensed or registered day-care centers
- (xxiv) Recreation facilities, whether public or private and whether indoors or outdoors, such as health clubs, physical fitness centers, gyms, playgrounds, and billiard halls
- (xxv) Private clubs, such as university faculty clubs, university graduate clubs and clubs for civic or religious organizations, with or without residential units, but excluding clubs or housing for student fraternities, sororities and other student groups.
- (xxvi) Sale of alcoholic liquor, subject to the provisions of all town ordinances.

5. General Requirements

- a. All buildings, structures and site improvements in SC-SDD zones shall address all applicable dimensional provisions contained in the Preliminary Master Plan, Master Parking Study and Design Guidelines approved in conjunction with the establishment of the SC-SDD zone classification for the property.
- b. All development in SC-SDD zones shall be served by public water and sanitary sewer facilities.
- c. All new utilities shall be installed underground, unless waived by the Director of Planning due to physical constraints or other special circumstances. Utilities that are not customarily installed underground, such as transformer boxes, are not required to be installed underground.
- d. Underground tanks for the storage of petroleum products or hazardous materials are prohibited in SC-SDD zones.

6. Zoning Permit Application Review

Following approval of a map amendment rezoning land to an SC-SDD designation, all applications for zoning permit review shall be submitted to the Mansfield Director of Planning pursuant to the following process:

a. Informal Review

All prospective zoning permit applicants are encouraged to review zoning permit applications with the Director of Planning and the Zoning Agent on an informal and pre-application basis.

b. Application Process

- (i) Applications for zoning permit review in an SC-SDD district are submitted to the Director of Planning. A minimum of eight complete sets of all application materials shall be submitted and the Director of Planning shall have the right to require additional sets to satisfy referral requirements. The applicant shall also submit at least one set of plans at one-half or one-quarter size to facilitate referrals and public review.
- (ii) The Director of Planning shall promptly refer the application to the Mansfield Downtown Partnership for the purpose of holding a public hearing on the application and rendering an advisory opinion regarding the application to the Director of Planning. The Partnership public hearing shall be advertised in a manner consistent with the statutory requirements for public hearings on special permit applications. The Partnership shall conclude its public hearing on the application within 35 days of the date that the Director of Planning refers the application. The applicant may consent to an extension of time to open or conclude the public hearing of up to a total of 35 days. If the Partnership does not deliver its written report to the Director of Planning within 10 days of the close of its public hearing, the Director of Planning shall presume that the Partnership's advisory opinion is favorable to the application.

- (iii) The Director of Planning shall complete his review of the application no later than 20 days following the due date for the report from the Mansfield Downtown Partnership provided that, if any of the activities proposed in the application are regulated by the Mansfield Inland Wetlands and Watercourses Agency (IWA), the Director of Planning shall not render a decision on the application until the IWA has rendered a decision on such regulated activities. Upon completion of a favorable review by the Director of Planning, the Zoning Agent is authorized to issue the zoning permit.

c. Application Requirements

All applicants for zoning permit review shall provide the application materials required by Article XI, subsection C.2. The following additional information shall also be submitted:

- (i) Summary table of land uses, including number of dwelling units in each building, amount of square footage of each non-residential land use type in each building, dimensional requirements and statement of consistency of the application with the above requirements
- (ii) Statement of intent regarding common interest ownership within the project, if applicable
- (iii) Plan sheets including all applicable information required by Article V, Sections A.3.d, A.3.e and A.3.f of these Regulations, as well as the following information, if applicable:
 - (1) Location or key map, depicting the location of the site plan within the area that is zoned SC-SDD, if the application pertains to an area that is less than the entire area zoned SC-SDD
 - (2) Roadway and right-of-way widths, sidewalk widths, roadway cross-sections and paving materials
 - (3) Identification of all land and improvements intended to be dedicated to the Town of Mansfield
 - (4) Parking plan, including on-street parking areas
 - (5) Exterior building elevations of all sides of each building, including building height and exterior building materials
 - (6) Interior floor plans of each floor of each building, provided that the location of interior walls and partitions shall be considered preliminary and subject to change.
- (iv) Statement regarding construction traffic and steps to be taken to address traffic safety issues and potential neighborhood impacts from construction
- (v) Documentation that all development within an SC-SDD classification shall be served by public water and sewer facilities

(vi) **Statement of Consistency with Plans, Studies and Guidelines**

A statement, prepared by a professional with expertise in the relevant subject area, shall be provided demonstrating reasonable consistency with the following documents that were approved as part of the map amendment to SC-SDD:

- (1) Preliminary Master Plan
- (2) Master Parking Study
- (3) Master Traffic Study
- (4) Master Stormwater Drainage Study
- (5) Design Guidelines

(vii) The Director of Planning is authorized to require a current shared parking analysis at the time of zoning permit application submittal.

d. Approval Considerations

In reviewing any zoning permit application, the Director of Planning shall determine the following:

- (i) That the criteria contained in Article V, Section A.5 (but not including review by the Planning and Zoning Commission) and Article XI, subsection C.3 have been addressed.
- (ii) That the application is reasonably consistent with the Preliminary Master Plan, Master Parking Study, Master Traffic Study, Master Stormwater Drainage Study and Design Guidelines. In these regulations “reasonable consistency” means that some variation or deviation from specific provisions is acceptable, provided that the overall intent of the provision is achieved with respect to health, safety, environmental and other land use considerations.
- (iii) That all other applicable provisions of the Mansfield Zoning Regulations have been addressed including, but not limited to, pertinent portions of Article X, Section C (Signage); and Article X, Section H (Filling, Grading, Excavation). Specific building locations that are depicted on zoning permit applications may differ from building locations depicted on the approved Preliminary Master Plan, so long as all other requirements are satisfied.

e. Approval Conditions

The provisions of Article XI, subsections C.3 and C.4, shall apply to all zoning permit applications approved pursuant to this Section, except that the Director of Planning may add additional conditions consistent with the provisions of the Zoning Regulations deemed necessary to ensure compliance with all applicable regulatory requirements.

f. Bonding

The Director of Planning may require a cash site development bond to address potential erosion and sedimentation control problems or other site construction issues. The Director of Planning may require a site performance bond to ensure completion of public improvements. Letters of credit may be approved subject to compliance with the provisions contained in Article VI, Section C.2.

g. Modification of Approved Plans

- (i) Since all zoning permit approvals are based on the submitted plans and specifications, all proposed revisions to zoning permit approvals within property zoned with an SC-SDD classification are required to receive prior approval pursuant to the following provisions.
- (ii) Changes to approved zoning permits within an SC-SDD area which the Director of Planning deems to be significant shall be referred to the Mansfield Downtown Partnership for a public hearing and decided in accordance with the provisions of section 6.a of this regulation
- (iii) Any other changes to approved zoning permits within an SC-SDD area shall be decided by the Director of Planning within 30 days of receipt and do not require referral to the Mansfield Downtown Partnership. A copy of each modification application and decision shall be provided to the Partnership.
- (iv) The Director of Planning, in the reasonable exercise of his or her discretion, shall have the right to approve modifications to approved zoning permits without the submission of a new zoning permit application. In those instances where the Director of Planning determines the proposed modification to be significant, the Director of Planning shall have the right to require the submission and processing of a full zoning permit application pursuant to this section.

7. Required Parking and Loading in the Storrs Center Special Design District

a. Applicability

Accessory parking and loading spaces, open or enclosed, on-street or off-street, shall be provided for all uses within the Storrs Center Special Design District for the purpose of providing safe and convenient access to buildings and land uses within and adjacent to Storrs Center.

b. Area Counted as Parking Space

A parking space may be any open or enclosed area, including any public or private garage or parking facility, carport, driveway, public or private street or other area available for parking.

c. Location of Required Accessory Parking Facilities

Required accessory parking facilities within the Storrs Center Special Design District, open or enclosed, shall be provided anywhere within the district or at any other locations that are consistent with the Master Parking Study.

d. Dimensional Requirements for all Parking Spaces and Access Aisles

All parking spaces and associated access aisles shall be sized and designed to ensure safe and convenient use. Except for required accessible parking spaces (see Article X, section T.7h), all parking spaces shall conform to the pertinent dimensions referenced in the Master Parking Study.

e. Required parking spaces within the Storrs Center Special Design District

The amount of parking required to be provided within the Storrs Center Special Design District shall be based upon the analysis of parking demand contained in the Master Parking Study.

f. Access Drive Width

Safe and convenient access to and from a street shall be provided subject to approval of the local and/or state highway department. The width of access driveways shall be consistent with the Master Parking Study and the Preliminary Master Plan. Depending on the nature and location of the proposed land use, the Director of Planning may authorize access driveway widths that are less than that provided in the Master Parking Study or Preliminary Master Plan provided no traffic safety problems are anticipated and provided the reduced width will enhance the overall design, layout and physical impact of the proposed land use.

g. Drainage and Surfacing

All open parking areas shall be properly drained and all such areas shall be provided with a dustless surface.

h. Accessible Parking Spaces

All proposed commercial, governmental and multi-family residential land uses shall provide accessible parking spaces for handicapped individuals. Said spaces shall conform with section 14-253a(h) of the Connecticut General Statutes. At a minimum, accessible parking spaces shall be provided in the number required by the State Building Code. Wherever feasible, the parking spaces located closest to a primary entrance shall be designated as accessible parking spaces. Appropriate access ways to and from the adjacent primary entrance shall be provided in association with all accessible parking spaces. All accessible parking spaces shall be clearly designated with signs situated approximately five (5) feet above grade and, where ever possible, with pavement markings. The required cross hatch area shall be located on the right hand side of each accessible space.

i. Fire lanes

All parking areas shall conform with the applicable written requirements of the Mansfield Fire Marshal regarding adequate fire lanes and emergency vehicle access.

j. Lighting

All parking and loading areas shall be adequately illuminated in order to prevent vehicular and pedestrian safety problems. All lighting fixtures shall be arranged (and, where appropriate, shielded) to prevent glare and to direct light away from any neighboring residential properties. Standards for lighting fixtures shall be addressed in the Design Guidelines required by Article X, section T.3.c(vi).

k. Snow Removal

All parking and loading areas shall be designed, constructed and maintained to address snow plowing and snow removal needs for the site. All loading areas and the minimum number of parking spaces required by these regulations shall be available for year round use.

I. Loading Areas

All loading areas shall be adequately sized and located to serve the applicable land uses. Loading areas may be located on street or off street and shall have appropriate signage.

8. Signage Regulations Applicable in all Storrs Center Special Design Districts (SC-SDD)

a. **Definitions.** The following definitions apply to signage in the SC-SDD, in addition to those definitions set forth in Article X, Section C.2:

- (i) **Building Frontage.** The length of a particular building wall.
- (ii) **Primary Occupancy Frontage.** The length of that portion of an exterior building wall occupied by a particular occupant and where the primary entrance to the occupant's premises is located, including both sides of a corner.
- (iii) **Secondary Occupancy Frontage.** The length of that portion of an exterior building wall occupied by a particular occupant and where the secondary entrance to the occupant's premises, if any, is located.
- (iv) **Sign, Awning.** A sign attached to, affixed to, or painted on an awning or canopy.
- (v) **Sign, Blade.** A sign (sometimes referred to as projecting bracket mounted sign) that is attached to, in whole or in part, a building face or wall, and that projects in a perpendicular direction from such face or wall (or, in the case of a building corner, that projects in a direction that is approximately midway along the outside corner) and that contains two potential sign sides.
- (vi) **Sign, Canopy.** A sign that is attached to, in whole or in part, a building face or wall and that projects in a perpendicular direction from such face or wall more than 18 inches and that includes three potential sign sides (for example, a sign commonly described as a movie or theater marquee sign).
- (vii) **Sign, Menu Board.** A freestanding or wall-mounted sign identifying items offered for sale within a restaurant.
- (viii) **Sign, Sandwich or A-Frame.** A portable sign which is movable and not attached to a building, structure or the ground. These signs shall not count in the calculation of Identity Signage attached to buildings.

- (ix) Sign, Site. A sign that does not identify a particular building or establishment, but which identifies a neighborhood or other group of buildings or establishments.
- (x) Sign, Suspended. A sign that is suspended from the underside of a horizontal plane and is supported by such surface.
- (xi) Sign, Table Umbrella. A sign attached to, affixed to, or painted on an umbrella or parasol connected to an outdoor restaurant table.
- (xii) Sign, Window. An identity sign that is etched onto, or otherwise attached to, the surface of a window such that visibility is maintained through the window.

b. Types of Signs Allowed and Prohibited in the SC-SDD Zone District

- (i) **Prohibited Signs**. All of those signs listed in Article X, Section C.3, except for Sandwich or A-Frame Signs that meet the requirements set forth below and Advertising Signs that meet the requirements of Table Umbrella Signs.
- (ii) **Signs authorized without Zoning Permit approval**. Unless prohibited by Article X, Section C.3, all of the signs listed in Article X, Section C.4 are allowed without Zoning Permit approval, provided they comply with all other applicable provisions of these regulations.
- (iii) **Signs authorized with Zoning Permit approval**. The following types of signs are allowed with Zoning Permit approval, provided they comply with all other applicable provisions of these regulations and are consistent with the provisions of the Design Guidelines:
 - (1) Awning Signs
 - (2) Blade Signs
 - (3) Directional Signs, both on-site and off-site
 - (4) Grand Opening Event Signs
 - (5) Identity Signs
 - (6) Menu Board Sign
 - (7) Projecting Wall Signs
 - (8) Sandwich or A-Frame Signs
 - (9) Site Signs
 - (10) Suspended Signs
 - (11) Table Umbrella Sign

c. Standards for all Signs in SC-SDD

The location, dimensions, height, area, and other physical characteristics of all signs within the SC-SDD zone districts shall be consistent with the provisions of the Design Guidelines.



Navigator

NEWSLETTER OF THE CONNECTICUT

MAIN STREET CENTER

VOL.8, NO.1 WINTER 2008

CYNTHIA VAN ZELM, Executive Director,
Mansfield Downtown Partnership, Inc.

Imagine a vibrant college town with thousands of students, faculty, and staff living and working alongside local residents. Both the campus and community host a wide variety of civic, sports, and artistic events throughout the year, bringing thousands more to visit campus.

Now, consider this campus community, with over 20,000 residents and students, if only a limited number of restaurants and shopping venues existed. The Town of Mansfield and the University of Connecticut faced this unique challenge when discussions began about the need to develop a true town center in 1999.

These leaders recognized that this initiative could not be undertaken individually – so an alliance comprised of representatives from the municipality, the university, and the local community was formed. As a result of those discussions, the Mansfield Downtown Partnership, Inc. (the Partnership), a non-profit organization, was created and charged with the task of **developing a new downtown - Storrs Center**.

Characterized by collaborative efforts amongst the participants, the Partnership organizing committee, the precursor to its Board of Directors, recognized the need for a full-time staff person(s) committed to the Partnership and the development of committees to assist in carrying out detailed planning and work – key components of the Main Street Four Point Approach™.

An early goal for the Partnership was to gain public support for the project and its efforts have been vital and diverse. Many individuals, businesses, and organizational members have provided outreach and support through their representation of the Partnership at Planning and Zoning Commission public hearings, by writing letters to local and national legislators, and by advocating for state and federal funding. Committee members have been effective in building community consensus, and the

Storrs Center – Building a new downtown!



Rendering courtesy of LeylandAlliance/Urban Design Associates

Partnership's connections with local groups including non-profit organizations, community-based organizations, town committees, and departments within the University of Connecticut have been particularly important. The Partnership has also worked closely with residents located near the future site of Storrs Center and has held or participated in over 300 public meetings. Finally, the Partnership's membership, an integral aspect of the organization and a reflection of the Board of Directors' and committees' work, recently welcomed its 400th member!

As the Partnership continues to shape its vision, it has listened, adjusted its course as needed, and continued to move forward – all with the input and support from the local community.

Other components that have contributed to forging the Partnership's solid alliances and built a spirit of collaboration include:

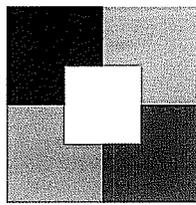
- Monthly emails sent to over 600 people who have expressed interest in the project or

in living or working in Storrs Center.

- Good relationships fostered with media sources through press releases, timely responses to inquiries, and meetings with editorial boards.
- A website (updated regularly!) that includes a project timeline, Partnership meeting agendas and minutes and membership information.
- Town and university events that highlight the Mansfield community, such as the Partnership's signature event - the Festival on the Green - which will celebrate its fifth year in fall 2008.

The realization of Mansfield's new downtown will be the result of a shared vision built through collaboration, consensus-building, and strong partnerships.

For more information, contact the Partnership at 860.429.2740 or mdp@mansfieldct.org. Information about the Partnership and Storrs Center may be found through the Town of Mansfield's website, www.mansfieldct.org.

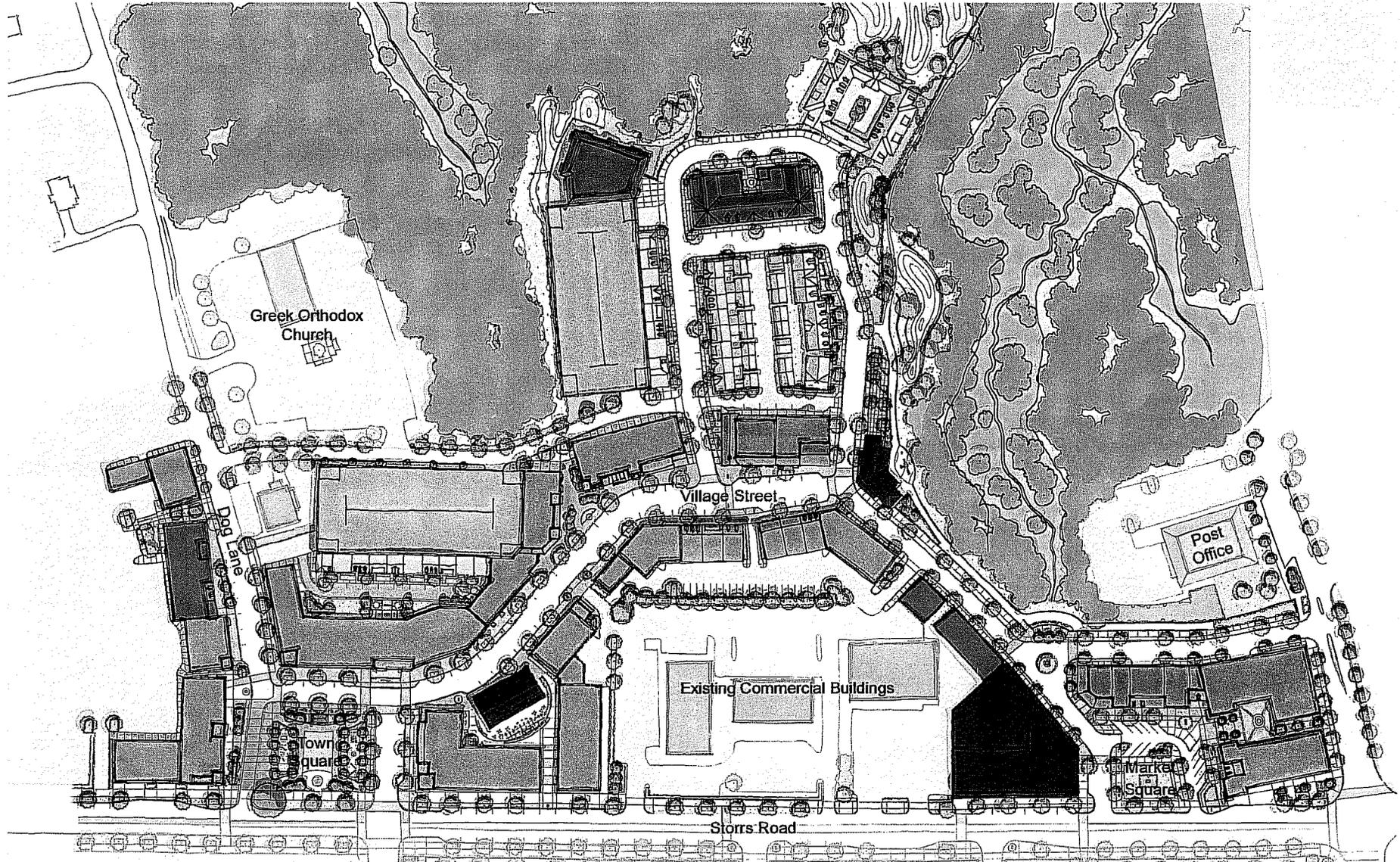


STORRS

RETHINK MAIN STREET

CENTER

Concept Plan and Timeline



1995

- University-Town Relations Committee's Storrs Green Task Force completes study on viability of a town green. Recommendation made that an organization be formed to implement Storrs Green project with green space and commercial development.

1999

- Mansfield Town Council retains national planning firm of HyettPalma to develop an enhancement strategy for the revitalization of Mansfield's commercial areas. They recommend focusing on the Storrs Center area and putting in place a "partnership" made up of University of Connecticut, Town of Mansfield, and community members.

2000

- An organizing committee of Town, University, and local businesses is formed to develop the structure to carry out the HyettPalma recommendations.

2001

- Mansfield Downtown Partnership is created to implement the recommendations in the HyettPalma report.

2002

- Milone & MacBroom complete the first concept plan for the project which includes three main elements: mixed-use development, a town green or square, and market rate housing.

- The Town of Mansfield authorizes the Partnership to serve as the municipal development agency for the town for development of the Storrs Center project. A municipal development plan is to be prepared which will include information on financing, zoning, conceptual plan, market study, and relocation plan for the project.

- Town receives \$35,000 federal United States Department of Agriculture-Rural Business Enterprise Grant (USDA-RBEG) for planning of Storrs Center.

- Town receives \$500,000 state Small Town Economic Assistance Program (STEAP) Grant to be used for planning.

2003

- Looney Ricks Kiss is hired by the Partnership to work on the municipal development plan and serve as its planning consultant.

- Town receives \$90,000 USDA-RBEG for planning of Storrs Center.

2004

- LeylandAlliance is identified as the master developer for the Storrs Center project.

- Town receives \$50,000 USDA-RBEG for planning of Storrs Center.

- Town receives \$500,000 STEAP grant for the town square (reallocated in 2006 for infrastructure improvements related to Dog Lane building).

2005

- The municipal development plan for Storrs Center is completed and approved unanimously by the Partnership Board of Directors, the Windham Region Council of Governments Regional Planning Commission, Mansfield Planning and Zoning Commission, Mansfield Town Council, and UConn Board of Trustees.

- Senator Joseph Lieberman includes \$2.5 million in the six-year federal transportation bill for improvements to Storrs Road.

2006

- The CT Department of Economic and Community Development approves the Storrs Center municipal development plan.

- The Mansfield Planning and Zoning Commission approves the first building for the project to be located on Dog Lane and designed to accommodate many of the businesses that will be relocated in the Storrs commercial area.

2007

- Mansfield Planning and Zoning Commission approves Special Design District for Storrs Center.

- Mansfield Inland Wetlands Agency approves wetlands license for Storrs Center.

Goals for 2008

- Break ground on initial building for Storrs Center.

- Approval of permits (local, state, and federal) for project.

- Approval of site plan for first phase of project.

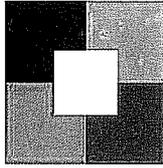
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STORRS

RETHINK MAIN STREET

CENTER



– FACT SHEET –

DESCRIPTION

Storrs Center will be a mixed-use town center and main street corridor at the crossroads of the town of Mansfield, Connecticut and the University of Connecticut. Located along Storrs Road adjacent to the University, the Town Hall, the regional high school, and the community center, Storrs Center will include a new town square across from the University's proposed fine arts center, designed by renowned architect Frank O. Gehry in association with Herbert S. Newman and Partners, of New Haven, CT. The new town center will occupy approximately 17 acres of the overall 47.7 acre site and will include a new Town Square and a smaller Market Square across from Town Hall. The remainder of the site will be preserved primarily for open space and conservation. The town plan will knit architecture, pedestrian-oriented streets, small lanes, and public spaces into a series of small neighborhoods that will make up the new fabric of the town center. Ground floor retail and commercial uses opening onto landscaped sidewalks and intimate streets will reinforce traditional street front activity and shared community spaces and will be supported by residences above and throughout the neighborhood. Storrs Center will combine retail, restaurant, and office uses with a variety of residence types including studios, town homes, condominium apartments and rental apartments. Structured and surface parking will be provided.

LOCATION	Mansfield, Connecticut, approximately twenty-five miles east of Hartford, Connecticut on Route 195, across from the University of Connecticut's main campus. The developed area will be located adjacent to and immediately east of Storrs Road (Route 195).
DEVELOPER	Storrs Center Alliance, LLC, an affiliate of LeylandAlliance LLC, Tuxedo, New York, is the master developer. The following consultants form the balance of the Storrs Center Alliance development team: Herbert S. Newman & Partners, P.C., New Haven, CT (master planning, architecture); Live Work Learn Play LLP, Montreal, Quebec, Canada (retail consulting); BL Companies, Meriden, CT (engineering, architecture); Urban Design Associates, Pittsburgh, PA (pattern book, planning, architecture); LaQuatra Bonci Associates, Pittsburgh, PA (landscape architecture); Patrick L. Pinnell, Architecture and Town Planning, East Haddam, CT (architecture); Robinson & Cole, LLP, Hartford, CT (legal); Michael W. Klemens, Ph.D., Ridgefield, CT (environmental consulting); Desman Associates, Farmington, CT (parking consulting); Steven Winters Associates, Norwalk, CT (sustainability consulting); Zimmerman/Volk Associates (market research).
PUBLIC PARTNERSHIP	The Mansfield Downtown Partnership, Inc. is the municipal development agency charged with the development of Storrs Center on behalf of the town of Mansfield, CT. The Partnership is an independent, non-profit organization that is composed of representatives from the community, local businesses, the town and the University of Connecticut.
ARCHITECTURE	The master planner and lead architect is Herbert S. Newman and Partners P.C. of New Haven, CT. The urban designer is Urban Design Associates of Pittsburgh, PA along with Patrick L. Pinnell Architecture and Town Planning. Guidelines for sustainable land use and green building practices are being developed in association with Steven Winter Associates and Viridian Energy and Environmental. Looney Ricks Kiss Architects, Inc. has been the municipal development consultant for the Mansfield Downtown Partnership and has contributed to development of the design guidelines for Storrs Center.
MASTER PLAN	<p>The entire site represents an assemblage of parcels amounting to 47.7 acres. The planned 17 acre development area largely overlies previously or currently developed property and will be comprised of two basic land use categories, including mixed-use and residential areas. The mixed-use zone combines retail, office, restaurant and residential uses in a variety of forms to create a vibrant main street environment. A residential zone will be located just outside of the mixed-use district and will serve as a buffer between the more intense mixed-use activity and the conservation area to the east. Civic uses and activities will be encouraged throughout the project, especially in the public square areas. The project will be characterized by a variety of wonderful public spaces including landscaped streets, sidewalks and outdoor terraces, small parks, and the new Town Square. The varied design and experience of the public realm is essential to the viability and sustainability of the mixed use community.</p> <p>Other than the existing post office site, which abuts the town center and contributes to the mix of civic uses, nearly all of the remaining 30 acres of the overall project area will be preserved as open space and conservation area. The master plan calls for the limited connection of sidewalks and pedestrian areas within the town center to quiet, low impact paths in the upland portion of the conservation area, offering local residents and visitors the opportunity to enjoy this natural preserve.</p>

PROJECTED MIX

- Market Rate Rental: 200-300 units
- For Sale Residential: 400-500 units
- Retail/Restaurant: 150,000-200,000 s.f.
- Commercial (office): 40,000-75,000 s.f.
- Civic and Community: 5,000-25,000 s.f.

AMENITIES

In addition to the numerous retail, restaurant, commercial and residential uses that make up the project, the new mixed-use classification allows for a variety of civic and community spaces such as community meeting spaces, postal services, educational and classroom spaces, and exhibition spaces. The project will be distinguished by the new Town Square, major improvements to Storrs Road, wonderful streets with broad sidewalks and terraces, neighborhood parks, and the large, adjacent conservation area. The project is surrounded by University and town facilities including the Town Hall, the Mansfield Community Center, E. O. Smith High School, the University of Connecticut fine arts complex, and existing churches.

TIMETABLE

Anticipated construction start: 2008
Anticipated completion date: 2014

CONTACT

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Mansfield Downtown Partnership, Inc.

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