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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 7, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Woodland Group II, LLC**

The Common Council Committee appointed to review the Woodland Group II, LLC agreement met on June 29, 2004 at 7:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Nolan and Cavo. Also in attendance were Corporation Counsel Robert Yamin, Director of Finance Dena Diorio, Director of Public Works William Buckley, Attorney Paul Jaber, Tony Lucera and Council Members Basso and Teicholz, ex-officio.

Attorney Yamin submitted copies of the updated agreement to the committee. Ms. Diorio stated that in lieu of the developers building a baseball stadium, they agree to convey a parcel of land consisting of 13.1 acres that has existing ball fields on it. They also agree to make payments totaling \$10,000,000 over four years beginning May 2005 and to pay \$375,000 over a three-year period to hire an engineer to expedite site plans.

The City would be responsible to return the reviews within a thirty-day period. Other changes are outlined in the agreement attached hereto. Mr. Cavo asked, regarding the \$375,000 to hire an engineer, whom would this person work for? Mr. Buckley said the person would be a city employee. Mr. Nolan asked about the change in density. Mr. Lucera said there is a slight reduction in total housing units and the hotel conference center has been eliminated. Site 15 is for a large corporate use that the City is now negotiating. Mrs. Basso asked if section 5(b) is an increase or decrease in density? Mr. Lucera said the original plan was for 325 units of senior housing. They found that there is no market for that number so they reduced it by 7.5%.

Mr. Cavo made a motion to recommend that the Mayor be authorized to enter into an agreement. Seconded by Mr. Nolan. The motion carried unanimously.

Respectfully submitted,

JOSEPH CAVO

VINCENT NOLAN, Chairman

JOHN ESPOSITO

AGREEMENT

AGREEMENT made this _____ day of July, 2004 by and between Woodland Group II, LLC, (hereinafter referred to as "Woodland") a Connecticut Limited Liability Company with its principal place of business at 60 Old New Milford Road, Brookfield, CT 06804 and the City of Danbury (hereinafter referred to as "Danbury") a municipal corporation with an office at 155 Deer Hill Avenue, Danbury, CT 06810.

WHEREAS, Woodland is the owner of certain premises containing 545± acres located on the western portion of the City of Danbury off of Old Ridgebury Road and Saw Mill Road ("Premises"); and

WHEREAS, the Premises are located in the Planned Neighborhood Development Zone (PND); and

WHEREAS, Woodland has obtained an approval for a Master Plan of Development for the Premises, which approved Master Plan is dated November 26, 2002; and

WHEREAS, the Master Plan provides for a site for a proposed stadium/sports complex containing approximately 4,500 seats to be located in the northwestern portion of the Premises. The sports complex was to be located on approximately twelve (12) acres of land. The Master Plan further provided for donation of two parcels of land to the City for future municipal use; and

WHEREAS Woodland wishes to amend the Master Plan and provide to the City an alternate parcel of land and additional compensation; and

WHEREAS Woodland is desirous of having Danbury modify its plans in accordance with this Agreement.

NOW THEREFORE for One Dollar (\$1.00) and other valuable consideration the parties agree as follows:

1) Woodland agrees to make an application for modification to the Master Plan which application will provide the following:

a) The conveyance in fee of a 13.1 acre parcel to Danbury, which parcel is located in the northeast portion of the Premises on Old Ridgebury Road and currently contains certain recreational facilities. The conveyance to Danbury will be on or about July 15, 2004 at the option of Danbury.

i) Payment to Danbury of the sum of TEN MILLION (\$10,000,000.00) DOLLARS over a four (4) year period with the first payment of TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) DOLLARS by May 30, 2005 and the same amount by May 30, 2006, by May 30, 2007, by May 30, 2008 of each year. The payments may be accelerated at the option of Woodland.

b) Relocate the area to be designated for a sports complex to the Premises referred to in 1 a) above.

c) Elimination of the proposal to convey a portion of the Premises for Future Municipal Use as shown on Map 7A of the Master Plan.

2) Danbury agrees to provide herewith simultaneously the following:

a) Subject to receipt of funds referred to in Subparagraph 2 (b) (vii) provide a fast track application process to Woodland so that applications filed or reports pending before any municipal department, for site plan approval or Environmental Impact Commission approval will be completed as expeditiously

as possible, but in any event each department responsible for filing reports in response to site plans will issue a response to Woodland within 30 days after a complete submission or subsequent response from Woodland. If Woodland is required to obtain any Federal or State permits or approvals then Danbury will reasonably cooperate and assist Woodland in applying for said permits or approvals. The word Department as used in this subparagraph and in this agreement shall be construed to mean only City departments (e.g., Engineering Department, Zoning Department, etc.), and shall not be construed to include or refer to any other agencies, commissions or boards of the City of Danbury.

b) Cooperate with Woodland in connection with its amendment to the Master Plan which amendment will include the following:

- i) Relocation of the sports complex Site.
- ii) Convert Phase IC north of proposed Road B extension to a Townhouse neighborhood.
- iii) Revise Phase IIIA to 650,000 square feet of office space.
- iv) Relocate Village Center to the south of road B.
- v) Modify age restricted housing to allow a density of up to 7.5% of the approved residential units.
- vi) Revise Phase IB along Old Ridgebury Road along the Premises entrance to be transferred to Danbury in lieu of parcels shown on approved Master Plan.
- vii) Pay Danbury \$375,000.00 in annual installments of \$125,000.00 for purposes of expediting land use applications as provided in 2 a).

The first payment of \$125,000.00 shall be on January 3, 2005 and the same amount on January 3, 2006 and on January 3, 2007.

viii) Relocate a portion of Site 9 to be added to Site 7 to avoid wetland crossing.

This Agreement shall be binding upon and shall fully inure to the benefit of the parties and their heirs, assigns, successors, personal representatives, etc.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year hereinbefore indicated.

WOODLAND GROUP II, LLC
By Woodland Group II, LLC
Its Member

By _____
Anthony O. Lucera, Its Member

By: _____
Glenn Tatangelo, its Member

COMPASS ROSE, LLC

By: _____
Richard Kral
its Member duly authorized

CITY OF DANBURY

By: _____
Mark D. Boughton
Its Mayor