

**VERMONT ENVIRONMENTAL BOARD**  
**10 V.S.A. Ch. 151**

*Starwood Ceruzzi Williston, LLC*  
*d/b/a Maple Tree Place*

Land Use Permit 4C0775-EB  
(Revocation)

**Settlement Agreement**

Now come the Vermont Environmental Board (Board) and Starwood Ceruzzi Williston LLC d/b/a Maple Tree Place (MTP) and agree to settle the pending revocation action under the following terms:

1. Building C (which currently includes the Best Buy store) shall be constructed in accordance with plans drawn by The Burley Partnership, Sheets A1 and A2 (dated July 3, 2002) and Sheet A3 ( dated June 12, 2002). These plans are attached to this Agreement.
  2. On or before November 1, 2002, the south facade of Building C shall be reconstructed in accordance with Sheet A2 (July 3, 2002).
  3. On or before April 30, 2003, the west facade of Building C shall be reconstructed in accordance with Sheet A2 (July 3, 2002).
  4. Market Street, east of Building B, shall be constructed as shown on Sheet A1 (July 3, 2002).
  5. Landscaping shall be installed as shown on the Planting List, Sheet A1 (July 3, 2002). Because the Board has concerns about the survivability of the trees proposed on the said Planting List, tree planting schedules, methods and maintenance shall be subject to the supervision and approval (not to be unreasonably withheld or delayed) of Steve Sinclair, or another representative from the Vermont Department of Forests, Parks and Recreation selected by the Board.
  6. Trees shown on Sheet A1 (July 3, 2002) which are located directly south of Building C (along the Building C south façade and in the parking lot directly to the south of Building C) shall be planted not later than December 1, 2002. Sheet A1 is modified to require that all four of the trees located in the island in the center of the parking lot immediately to the south of Building C shall be white spruce.
  7. As to the trees shown on the Planting List (Sheet A1, July 3, 2002) the following shall apply: MTP shall ensure that annual inspections by an arborist are conducted for the first three (3) years following planting. For a period of five years following planting, any trees that are lost shall be replaced by MTP with trees of a height and size comparable to those that a tree planted in 2002 pursuant to the said Planting List would have attained.
  8. A Best Buy sign may be placed on the south façade of Building C as shown on Sheet
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A2 (July 3, 2002) and Sheet A3 (June 12, 2000).

9. MTP shall place in escrow with the Burlington, Vermont law firm of Langrock, Sperry and Wool the sum of \$20,000.00. This fund shall be used by MTP for trees (and related materials and installation) to be planted, subject to the permission of the landowner(s), along the north side of Interstate 89, just south of Exit 12, in an effort to provide a visual buffer of the MTP project, in particular, the Best Buy sign, during all times of the year from the north or south Interstate 89 road or entrance/exit ramps. At planting, 50% of these trees shall be 6' - 8' tall, 25% shall be 8' - 10' tall, and 25% shall be 4' - 5' tall.

The Board shall be responsible for obtaining permission of the landowner(s) to allow the planting and maintenance of these trees.

Should the Board be unable to obtain such permission, the \$20,000.00 in the escrow account shall be used to plant trees (and for related materials and installation) in an effort to provide such visual buffer at a location in the MTP project site, recognizing the limitations of the project site, in particular the existing VELCO easement and a proposed option agreement with VELCO. Such planting shall be done in accordance with plans subject to the approval of the Board, not to be unreasonably withheld or delayed.

Trees shall be planted pursuant to this paragraph as soon as is reasonably possible, taking into consideration the delays that may result in securing landowner permission and the recognition that trees should be planted during certain planting seasons that will best ensure their survival.

MTP shall ensure that annual inspections by an arborist are conducted for the first three (3) years following planting. For a period of three (3) years following planting, any trees that are lost shall be replaced by MTP with trees of a height and size comparable to those that a tree planted pursuant to this paragraph would have obtained.

Tree planting schedules, methods and maintenance shall be subject to the supervision and approval (not to be unreasonably withheld or delayed) of Steve Sinclair, or another representative from the Vermont Department of Forests, Parks and Recreation selected by the Board.

10. No signs in the MTP project shall be internally illuminated, including those already constructed; they may be externally illuminated, either back-lit or down-lit. All sign light sources shall be concealed. Sign lighting levels shall be as allowed by the Town of Williston zoning ordinance.

11. The three signs on north side of Building J and the Staples sign on the west side of Building J may remain, but they may only be externally illuminated, either back-lit or down-lit.

12. All wall mounted signs on buildings on the project (other than the Best Buy sign on Sheet A2, the signs presently on the east side of the Best Buy space, and the signs presently on Building J, Shaw's and Chili's) must be constructed in sign bands, designed as part of each building, as shown in the examples in Exhibits P10 - P14 and P17 ("Sign Board") submitted by Maple Tree Place Associates in Application 4C0775-EB. However (but subject to the lighting requirements in paragraph 10 above), this paragraph 12 shall not be construed to prohibit MTP from installing any signs which pertain to the cinema which are approved by the District Coordinator or the District

Commission, or by the Board in any appeal.

13. This agreement addresses only internal and external changes to Building C; signs, including those on Buildings C and J; the replacement of the atrium with glass covered arcades on Market Street on both Building C and Building B; and revisions to landscaping on Market Street, Juniper Lane, and those areas south of Building C and Building N.

14. The Board understands that changes to the footprint of Building B (and possibly Building A) may be necessary to accommodate the changes to Building C along Market Street. However, nothing in this Agreement constitutes approval by the Environmental Board for (a) any increase in the maximum square footage for this project, (b) any external or internal changes to Building A or Building B, (c) any changes to the internal or external arcades approved for the project, except for the use of glass covered arcades on the east side of Building B, or (d) any changes to Green Street or any other buildings or streets at Maple Tree Place, which may or may not appear on Sheets A1 and A2 (July 3, 2002) and Sheet A3 (June 12, 2002).

15. Any substantial or material changes from the plans approved by the District 4 Environmental Commission in Land Use Permit 4C0775 or the Environmental Board in Land Use Permit 4C0775-EB must either be approved by the District 4 Coordinator or must be the subject of a permit amendment.

16. The Environmental Board reserves the right to bring further action against MTP for violations of the Land Use Permit 4C0775 or Land Use Permit 4C0775-EB.

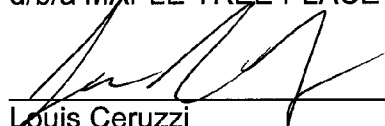
17. Because they are intended to bring the MTP project back into compliance with Land Use Permit 4C0775 and Land Use Permit 4C0775-EB, or are otherwise considered to be positive alterations to the project, the installation of the glass covered arcades on the east side of Building B, and the changes to Building C, Market Street, and the landscaping covered by this agreement shall not constitute "substantial changes" or "material changes," as those terms are defined in Environmental Board Rules 2(G) and 2(P).

18. The Environmental Board dismisses the allegation in Part II(C) of the November 20, 2001 Notice of Intent to Revoke.

19. Upon MTP's compliance with Paragraphs 1 - 6, 9 (limited to the establishment of the escrow fund) and 11 of this Agreement, the Environmental Board shall withdraw its November 20, 2001 Notice of Intent to Revoke and shall dismiss this action.

Dated at Fairfield, CT this 7th day of August 2002.

STARWOOD CERUZZI WILLISTON, LLC  
d/b/a MAPLE TREE PLACE

  
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Louis Ceruzzi

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Dated at Montpelier, Vermont this 12<sup>th</sup> day of August 2002.

ENVIRONMENTAL BOARD

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