

Development Agreement
(Westerly Filing No. 2)

This Development Agreement (the "Agreement") is made and entered into this ^{10th} day of ^{May} ~~April~~, 2022 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Erie Land Company, LLC, a Delaware limited liability company with an address of 3990 Hillsboro Pike, Suite 400, Nashville, TN 37215 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, Developer is the owner of the real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

Whereas, Developer wishes to develop the Property (the "Development"), and has filed an application for approval of the Westerly Filing No. 2 subdivision plat (the "Final Plat"); and

Whereas, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval of the Development, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare of the Town.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the improvements for the Development. All conditions in this Agreement are in addition to any requirements of the Erie Municipal Code (the "Code"), state law and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. Districts. The Town acknowledges that Developer has formed 4 metropolitan districts (collectively the "Districts" and each a "District") for the purpose of providing facilities and services for the Development, either independently or as Developer's designee under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, any obligation of Developer under this Agreement may be performed by or on behalf of a District, provided that the District will be bound by this Agreement for any obligations that it undertakes on behalf of Developer.

3. Construction of Improvements.

a. *General*. Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation

streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage facilities, and trails and park improvements (collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any necessary Improvement from **Exhibit B** does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement. The Improvements include two categories: General Improvements and Landscaping Improvements, as listed in **Exhibit B**.

b. *Construction Standards.* Developer shall construct the Improvements in accordance with plans approved by the Town (the "Plans"), as well as the Town's Standards and Specifications for Design and Construction of Public Improvements (the "Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements. These services shall be performed by or under the supervision of a professional engineer licensed by the State of Colorado.

c. *Public Improvement Permit.* Before the construction of any Improvements, Developer shall obtain a Public Improvement Permit ("PIP") from the Town as provided in the Code. If the application is complete and complies with the approved plans and the Standards, the Town will issue the PIP. Developer shall reimburse the Town for any expenses incurred by the Town for consultant review of the application or associated documents. Unless otherwise approved by Town, overlot grading shall not be initiated until the Town approves drainage improvement plans by the issuance of the PIP.

d. *Testing and Inspection.* Developer shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably required by the Town. Developer shall furnish copies of test results to the Town on a timely basis. At all times during construction, the Town shall have access to inspect materials and work, and all materials and work not conforming to the Plans or Standards shall be repaired or removed and replaced at Developer's expense.

e. *Rights-of-way and Easements.* Prior to construction of any Improvements that require additional rights-of-way or easements, Developer shall acquire at its own expense all such rights-of-way and easements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town.

f. *Permits.* Developer shall, at its own cost, obtain the following permits, as applicable:

- i. Any permits required by the United States Corps of Engineers;
- ii. Colorado Department of Health and Environment General Permit for Stormwater Discharges Associated with Construction Activity.

- iii. Grading, stormwater quality and right-of-way permits.
- iv. Air Quality Permit.

g. *As-Built Drawings.* Upon completion of construction of the Improvements, Developer shall provide the Town with complete "as-built" drawings in the form required by the Standards.

h. *Applicable Law.* Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. Specific Improvements. Developer shall cause to be constructed or furnished and installed, at Developer's own expense and in conformance with the Plans and Standards, all of the following Improvements:

a. *Streets and Sidewalks.* Developer shall construct all required street and sidewalk improvements in conformance with the Plans and Standards and in accordance with the PIP.

b. *Signs and Striping.* Developer shall install street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as amended, and other applicable legal requirements.

c. *Street Lights.* Developer shall install street lights concurrently with the construction of the streets on which they are located.

d. *Water.* Developer shall install all required water mains, lines, and appurtenances. Developer shall pay all potable and non-potable tap and raw water dedication fees for all permanently irrigated tracts and rights-of-way prior to the

installation of landscaping in said tracts and rights-of-way. Native seeded areas not permanently irrigated may be temporarily irrigated until establishment without paying raw water dedication fees, for a period not to exceed 2 years, but volume charges and service charges shall be due for all usage.

e. *Wastewater.* Developer shall install all required wastewater lines and appurtenances and shall pay all associated tap fees.

f. *Drainage Facilities.* Developer shall install all required drainage facilities, in compliance with Mile High Flood District design standards.

g. *Landscaping.* Developer shall install all required landscaping, structures, trails and sidewalk improvements in accordance with a Town-approved landscape plan.

h. *Utilities.* Developer shall install all on-site and off-site electric, natural gas, telephone, cable other utilities, underground as required by the Code.

i. *Fencing.* Developer shall install fencing in accordance with the Planned Unit Development (the "PUD"), the approved landscaping plans and the Code. Fencing adjacent to parks and open space shall be limited to low (4') open (50%) fencing. The finished side of the fence shall face the open space.

5. Acceptance of Improvements and Warranty.

a. *Initial Acceptance.* No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. All Improvements for Phase 1 shall receive Initial Acceptance on or before December 31, 2025. All Improvements for Phase 2 shall receive Initial Acceptance on or before May 31, 2026. All Improvements for Phase 3 shall receive Initial Acceptance on or before September 30, 2026. All Improvements for Phase 4 shall receive Initial Acceptance on or before December 31, 2026.

i. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does

not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

b. *Final Acceptance.* At least 30 days before 2 years has elapsed from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval.

i. If the Improvements are satisfactory, the Town shall grant Final Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Final Acceptance. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Final Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement.

c. *Warranty.* For all Improvements to be dedicated to the Town, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance (the "Warranty Period"). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.

6. Maintenance.

a. *Improvements.* Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer. Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations to a District or any other entity, including an owners' association, Developer shall obtain prior written approval from the Town in the form of a separate maintenance agreement.

b. *Vacant Lots.* Developer shall be responsible for landscaping maintenance, including weed control, on all vacant lots until such time as the lot is developed and conveyed to an individual owner.

7. Improvement Guarantee.

a. *Amount and Form.* To secure the construction and installation of the Improvements, Developer shall provide a letter of credit or cash in an amount equal to 115% of the total Improvement cost for each Phase (each, an "Improvement Guarantee") as listed in **Exhibit B**. The Improvement Guarantee may be split into two, one for the Landscape Improvements (the "Landscape Performance Guarantee"), and one for the General Improvements (the "General Performance Guarantee").

b. *Timing.* Developer shall not commence construction on any Phase, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved both the Landscape Performance Improvement Guarantee and the General Performance Guarantee for that Phase.

c. *Draw.* If the Improvements are not constructed or completed within the periods of time specified herein, the Town may draw on the associated Improvement Guarantee to complete the Improvements. If the Improvement Guarantee is to expire within 14 days and Developer has not yet provided a satisfactory replacement, or completed the Improvements, the Town may draw on the Improvement Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Improvements or correct problems with the Improvements as the Town deems appropriate. If the Town has drawn on the Improvement Guarantee, and a satisfactory replacement guarantee is provided or the Improvements have been completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 days of a request by Developer.

d. *Reduction.* Upon Initial Acceptance of all of the General Improvements for a particular Phase, the General Improvement Guarantee shall be reduced to the amount of 25% of the total actual cost of construction and installation of such Improvements. The reduced General Improvement Guarantee shall be held by the Town during the Warranty Period. Upon Initial Acceptance of all of the Landscape Improvements for a particular Phase, the Landscaping Performance Guarantee for that Phase shall be reduced to the amount of 25% of the total actual cost of such Improvements.

8. Reimbursement.

a. *To the Town.* Developer shall reimburse the Town for a proportional cost of improvements previously constructed by the Town that benefit the Property. The amounts and timing of payment shall be as follows:

i. For connection to the Coal Creek Sanitary Sewer Interceptor line constructed by the Town, \$55.00 per single-family equivalent ("SFE") x 221 SFEs, for a total of \$12,155, to be paid at the Town's issuance of a Public Improvements Permit for a particular Phase.

ii. For connection to the North Water Reclamation Facility Interceptor line constructed by the Town, \$410.00 per SFE x 221 SFEs, for a total of \$90,610, to be paid at the Town's issuance of a Public Improvements Permit for a particular Phase.

b. *To Developer.* Developer may seek reimbursement for the oversize portion of utilities and other infrastructure and a *pro rata* portion of the cost of off-site Improvements required under this Agreement. At the time of final approval of a land use application for properties that use these Improvements, the Town may require, as a condition of approval, a proportional reimbursement to Developer. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or reimburse any costs to Developer in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the properties or property owners that use the Improvements.

9. Fees and Dedications.

a. *Open Space and Park Land Dedication.* Developer's park land dedication requirements for the Final Plat shall comply with Section 10-6-3 of the Code, as amended.

b. *Park Fees.* No separate park fees are required in connection with the Final Plat.

c. *School Site.* No separate school site dedication is required in connection with the Final Plat.

10. Phasing. The Development shall be constructed in phases in accordance with **Exhibit C**, attached hereto and incorporated herein by this reference. Prior to the issuance of any building permits for each Phase, all of the following Improvements shall be installed and shall have received preliminary approval from the Town for that Phase, which requires a finding by the Town Engineer that such Improvements are safe to be used during construction: streets; street signage; water; wastewater; drainage facilities; and streetlights, provided that such streetlights may be temporary at the time of issuance of building permits for that Phase, but must be permanent prior to issuance of any certificates of occupancy for that Phase.

11. Indemnification. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Improvements (the "Claims"); and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim arising out of or related to Claims. In addition, Developer shall pay all property taxes on property underlying the Public

Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability.

12. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

13. Vested Rights. The Final Plat constitutes a site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*, and Chapter 3 of Title 9 of the Erie Municipal Code, and shall create vested property rights for 3 years from the date of approval of the Final Plat, provided that all required procedures are followed. The Final Plat shall include the language required by C.R.S. § 24-68-102(4)(a). Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

14. Breach.

a. Remedies. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The Town's remedies include without limitation:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A demand that the Improvement Guarantee be paid or honored; or
- iv. Any other remedy available at law or in equity.

b. *Notice.* Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Improvement Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach.

c. *Nature of Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

15. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Weld County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitutes the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein, and supersedes all negotiations or previous arrangements between the Parties with respect to the subject matter hereof.

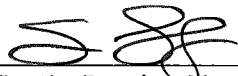
i. *Recordation.* This Agreement shall be recorded in the real estate records of the Weld County Clerk and Recorder, and shall be a covenant running with the Property.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

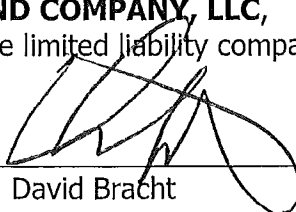
Town of Erie, Colorado


Justin Brooks, Mayor Pro Tem
Sara Loftin

Attest:


Heidi Leatherwood, Town Clerk
Debbie Stamp, Deputy Town Clerk

DEVELOPER:
ERIE LAND COMPANY, LLC,
a Delaware limited liability company

By: 
Name: David Bracht
Title: Authorized Signatory

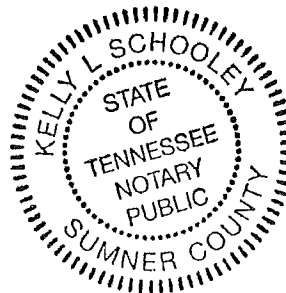
Tennessee
State of Colorado)
County of Davidson) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day of April, 2022, by David Bracht as the Authorized Signatory of Erie Land Company, LLC, a Delaware limited liability company.

My commission expires:
(Seal)


Notary Public

My Commission Expires May 20, 2024



Exhibits List

Exhibit A – Legal Description

Exhibit B – Improvements

Exhibit C – Phasing Plan

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION:

TRACTS A AND B
WESTERLY FILING NO. 1, AMENDMENT NO. 1, ACCORDING TO THE PLAT AS RECORDED
JANUARY 10, 2022 AT RECEPTION NO. 4792754,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
CONTAINING 156.997 ACRES

Exhibit B
Improvements
[attached]

Exhibit B							
Engineer's Estimate of Probable Cost							
Westerly Filing 2 - Overall							
21-Mar-22							
Item	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total	
Water	\$ 77,650	\$ 170,802	\$ 216,800	\$ 99,100	\$ 40,800	\$ 605,152	
Sanitary	\$ 53,826	\$ 131,290	\$ 210,062	\$ 80,113	\$ 62,230	\$ 537,521	
Storm Sewer	\$ 45,180	\$ 419,209	\$ 634,828	\$ 194,000	\$ -	\$ 1,293,217	
Streets	\$ 253,119	\$ 532,543	\$ 1,048,024	\$ 338,804	\$ 134,112	\$ 2,306,603	
All Subtotal	\$ 429,775	\$ 1,253,844	\$ 2,109,714	\$ 712,017	\$ 237,142	\$ 4,742,493	
Total	\$ 429,775	\$ 1,253,844	\$ 2,109,714	\$ 712,017	\$ 237,142	\$ 4,742,493	
Landscaping	\$ 147,643	\$ 147,643	\$ 283,980	\$ 36,340	\$ 1,333,474	\$ 1,949,081	
Irrigation	\$ 109,824	\$ 109,824	\$ 173,358	\$ 51,647	\$ 68,047	\$ 512,699	
Subtotal	\$ 257,467	\$ 257,467	\$ 457,338	\$ 87,987	\$ 1,401,521	\$ 2,461,780	
Total	\$ 257,467	\$ 257,467	\$ 457,338	\$ 87,987	\$ 1,401,521	\$ 2,461,780	



Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 2 - Phase 1				
21-Mar-22				
Item	Quantity	Units	Unit Price	Total Price
<u>Water</u>				
Bend - 8"	6	EA	\$350.00	\$2,100
Connect to existing Water Main	2	EA	\$3,500.00	\$7,000
Fire Hydrant Assembly	1	EA	\$2,550.00	\$2,550
Tee - 8"x6" Swivel	1	EA	\$1,000.00	\$1,000
Tee - 8"	1	EA	\$1,000.00	\$1,000
Temporary Blow Off Valve	1	EA	\$1,300.00	\$1,300
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	1	EA	\$1,300.00	\$1,300
Gate Valve (8-inch)	4	EA	\$1,300.00	\$5,200
Water Main (8-inch PVC)	716	LF	\$25.00	\$17,900
Water Main Lowering	2	EA	\$2,500.00	\$5,000
Water Service (3/4" Type 'K' Copper)	22	EA	\$1,200.00	\$26,400
Master Meter	2	EA	\$1,200.00	\$2,400
			Subtotal	\$77,650
<u>Sanitary</u>				
Connect to existing Sewer Main	1	EA	\$1,500.00	\$1,500
Manhole (4' Dia.)	5	EA	\$2,500.00	\$12,500
Sanitary Main (8" PVC)	862	LF	\$23.00	\$19,826
Sewer Service	20	EA	\$1,000.00	\$20,000
			Subtotal	\$53,826
<u>Storm Sewer</u>				
Private Edge Drain	1506	LF	\$30.00	\$45,180
			Subtotal	\$45,180
<u>Streets</u>				
Asphalt - 6"	2292	SY	\$22.00	\$50,417
Base Course - 10"	2292	SY	\$12.00	\$27,500
Concrete (Alley) Pavement - 8"	774	SY	\$72.00	\$55,760
Concrete Crossspan - 6"	50	LF	\$11.00	\$550
Curb Ramp	2	EA	\$950.00	\$1,900
Alley Entrance	3	EA	\$6,500.00	\$19,500
5' Sidewalk	8477	SF	\$2.50	\$21,193
Street Name Sign	2	EA	\$450.00	\$900
Stop Sign	2	EA	\$550.00	\$1,100
Local Street Light	3	EA	\$9,500.00	\$28,500
Collector Street Light		EA	\$9,500.00	
Arterial Street Light		EA	\$9,500.00	
Striping		LF	\$1.00	
Vertical Curb & Gutter	1400	LF	\$14.50	\$20,300
Traffic Control	10	DAYS	\$2,550.00	\$25,500
			Subtotal	\$253,119
<u>Landscaping</u>				
Sod (includes prep.)	38,153	SF	\$1.00	\$38,153.38
Native Seed Mix (includes prep.)	17,622	SF	\$0.45	\$7,930.09
Rock Mulch	414	SF	\$1.20	\$497.32
Wood Mulch	6,343	SF	\$0.75	\$4,757.61
Crusher fines		SF	\$7.00	
Steel Edger		LF	\$3.50	
2" Caliper Deciduous Trees	49	EA	\$525.00	\$25,725.00
2" Caliper Ornamental Tree		EA	\$400.00	

6' Height Coniferous Tree	15	EA	\$650.00	\$9,750.00
5 Gal Shrubs	331	EA	\$50.00	\$16,550.00
1 Gal Perennials/ Annuals/ Grasses	51	EA	\$20.00	\$1,020.00
Landscape Boulder		EA	\$600.00	
Site Features				
Three-Rail Wood Fence	633	LF	\$20.00	\$12,660.00
4' Masonry Columns	17	EA	\$1,800.00	\$30,600.00
		Landscape Subtotal		\$147,643.40
Irrigation				
CL200 PVC Lateral - 1"	6635	LF	\$3.05	\$20,237
CL200 PVC Lateral - 1.5"	851	LF	\$3.53	\$3,004
CL200 PVC Lateral - 2"	189	LF	\$4.30	\$813
CL200 PVC Lateral - 2.5"	54	LF	\$5.17	\$279
CL200RT PVC Mainline 1-1/4"		LF	\$3.78	
CL200RT PVC Mainline 2"		LF	\$7.25	
CL200RT PVC Mainline 2.5"	430	LF	\$8.65	\$3,720
CL200RT PVC Mainline 3"	837	LF	\$10.00	\$8,370
CL200RT PVC Mainline 4"	27	LF	\$25.00	\$675
Gate Valve Gasketed - 2.5"	3	EA	\$266.00	\$798
Gate Valve Gasketed - 3"	5	EA	\$398.00	\$1,990
Gate Valve Gasketed - 4"	2	EA	\$554.00	\$1,108
Drain Valve 1.25"	3	EA	\$313.00	\$939
Hunter I-25 ADS Rotor		EA	\$119.00	
Hunter I-20 6" PRB Rotor	92	EA	\$87.00	\$8,004
Hunter I-20 12" PRB Rotor	27	EA	\$126.00	\$3,402
Rain Bird - RD 6"w/ plstc mpr nozz	372	EA	\$31.00	\$11,532
Rain Bird - RD 12" Pop w/mpr Noz	89	EA	\$57.00	\$5,073
Rain Bird PES-B-RD - 1" valve /decoder	13	EA	\$287.00	\$3,731
Rain Bird PES-B -RD - 1.5" valve/decoder	10	EA	\$331.00	\$3,310
Rain Bird PES-B - RD 2" valve/decoder	3	EA	\$408.00	\$1,224
Rain Bird 44LRC Quick Cplr	13	EA	\$330.00	\$4,290
Two Wire Decoder cable #12	1530	LF	\$1.10	\$1,683
AWG Wire #14		LF	\$0.25	
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	7	EA	\$357.00	\$2,499
Drip POS PC Emitters & Micro Tubing	1219	LF	\$2.57	\$3,133
Drip Blow-Out Box w/Operator	13	EA	\$112.00	\$1,456
Hardie Dura-pol Tubing	2480	LF	\$0.85	\$2,108
CL160 PVC Sleeve 2"	378	LF	\$17.00	\$6,426
CL160 PVC Sleeve 4"	113	LF	\$21.00	\$2,373
CL160 PVC Sleeve 6"	184	LF	\$27.00	\$4,968
CL160 PVC Sleeve 8"		LF	\$42.00	
2-Wire Surge Assembly	2	EA	\$435.00	\$870
Hand held decoder programmer	1	EA	\$1,240.00	\$1,240
Air Release	6	EA	\$95.00	\$570
		Irrigation Subtotal		\$109,823.99
		All Subtotal		\$687,243
		Total		\$687,243
				

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 2 - Phase 2				
21-Mar-22				
Item	Quantity	Units	Unit Price	Total Price
Water				
Bend - 8"	9	EA	\$350.00	\$3,150
Connect to existing Water Main	1	EA	\$3,500.00	\$3,500
Fire Hydrant Assembly	4	EA	\$2,550.00	\$10,200
Tee - 8"x6" Swivel	4	EA	\$1,000.00	\$4,000
Tee - 8"	2	EA	\$1,000.00	\$2,000
Tee 30x8"	1	EA	\$1,250.00	\$1,250
Temporary Blow Off Valve	2	EA	\$1,300.00	\$2,600
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	4	EA	\$1,300.00	\$5,200
Gate Valve (8-inch)	8	EA	\$1,300.00	\$10,400
Gate Valve (30-inch)	2	EA	\$1,301.00	\$2,602
Water Main (8-inch PVC)	1680	LF	\$25.00	\$42,000
Water Main Lowering	2	EA	\$2,500.00	\$5,000
Water Service (3/4" Type 'K' Copper)	55	EA	\$1,200.00	\$66,000
Master Meter	7	EA	\$1,200.00	\$8,400
			Subtotal	\$170,802
Sanitary				
Connect to existing Sewer Main	1	EA	\$1,500.00	\$1,500
Manhole (4' Dia.)	13	EA	\$2,500.00	\$32,500
Sanitary Main (8" PVC)	1730	LF	\$23.00	\$39,790
Sewer Service	57	EA	\$1,000.00	\$57,000
Plug	1	EA	\$500.00	\$500
			Subtotal	\$131,290
Storm Sewer				
Inlet (10-ft Type 'R')	3	EA	\$6,500.00	\$19,500
Inlet (15-ft Type 'R')	2	EA	\$8,750.00	\$17,500
Inlet (Type 'C')	2	EA	\$2,500.00	\$5,000
Manhole (Box Base)	3	EA	\$6,000.00	\$18,000
Manhole (T Base)	2	EA	\$6,000.00	\$12,000
Manhole (60" Dia.)	10	EA	\$3,750.00	\$37,500
Manhole (72" Dia.)	10	EA	\$3,750.00	\$37,500
Pipe (18" RCP)	29	LF	\$45.00	\$1,305
Pipe (24" RCP)	682	LF	\$52.00	\$35,464
Pipe (30" RCP)	457	LF	\$60.00	\$27,420
Pipe (36" RCP)	214	LF	\$90.00	\$19,260
Pipe (42" RCP)	894	LF	\$105.00	\$93,870
Private Edge Drain	3163	LF	\$30.00	\$94,890
			Subtotal	\$419,209
Streets				
Asphalt - 6"	4990	SY	\$22.00	\$109,775
Base Course - 10"	4990	SY	\$12.00	\$59,877
Concrete (Alley) Pavement - 8"	1790	SY	\$72.00	\$128,904
Concrete Crossspan - 6"	100	LF	\$11.00	\$1,100
Curb Ramp	7	EA	\$950.00	\$6,650
Alley Entrance	6	EA	\$6,500.00	\$39,000
5' Sidewalk	19680	SF	\$2.50	\$49,200
Street Name Sign	3	EA	\$450.00	\$1,350
Stop Sign	3	EA	\$550.00	\$1,650
Local Street Light	6	EA	\$9,500.00	\$57,000

Collector Street Light		EA	\$9,500.00	
Arterial Street Light		EA	\$9,500.00	
Striping	5238	LF	\$1.00	\$5,238
Vertical Curb & Gutter	3262	LF	\$14.50	\$47,299
Traffic Control	10	DAYS	\$2,550.00	\$25,500
			Subtotal	\$532,543
<u>Landscaping</u>				
Sod (includes prep.)	38,153	SF	\$1.00	\$38,153.38
Native Seed Mix (includes prep.)	17,622	SF	\$0.45	\$7,930.09
Rock Mulch	414	SF	\$1.20	\$497.32
Wood Mulch	6,343	SF	\$0.75	\$4,757.61
Crusher fines		SF	\$7.00	
Steel Edger		LF	\$3.50	
2" Caliper Deciduous Trees	49	EA	\$525.00	\$25,725.00
2" Caliper Ornamental Tree		EA	\$400.00	
6' Height Coniferous Tree	15	EA	\$650.00	\$9,750.00
5 Gal Shrubs	331	EA	\$50.00	\$16,550.00
1 Gal Perennials/ Annuals/ Grasses	51	EA	\$20.00	\$1,020.00
Landscape Boulder		EA	\$600.00	
<u>Site Features</u>				
Three-Rail Wood Fence	633	LF	\$20.00	\$12,660.00
4' Masonry Columns	17	EA	\$1,800.00	\$30,600.00
			Landscape Subtotal	\$147,643.40
<u>Irrigation</u>				
CL200 PVC Lateral - 1"	6635	LF	\$3.05	\$20,237
CL200 PVC Lateral - 1.5"	851	LF	\$3.53	\$3,004
CL200 PVC Lateral - 2"	189	LF	\$4.30	\$813
CL200 PVC Lateral - 2.5"	54	LF	\$5.17	\$279
CL200RT PVC Mainline 1-1/4"		LF	\$3.78	
CL200RT PVC Mainline 2"		LF	\$7.25	
CL200RT PVC Mainline 2.5"	430	LF	\$8.65	\$3,720
CL200RT PVC Mainline 3"	837	LF	\$10.00	\$8,370
CL200RT PVC Mainline 4"	27	LF	\$25.00	\$675
Gate Valve Gasketed - 2.5"	3	EA	\$266.00	\$798
Gate Valve Gasketed - 3"	5	EA	\$398.00	\$1,990
Gate Valve Gasketed - 4"	2	EA	\$554.00	\$1,108
Drain Valve 1.25"	3	EA	\$313.00	\$939
Hunter I-25 ADS Rotor		EA	\$119.00	
Hunter I-20 6" PRB Rotor	92	EA	\$87.00	\$8,004
Hunter I-20 12" PRB Rotor	27	EA	\$126.00	\$3,402
Rain Bird - RD 6"w/ plstc mpr nozz	372	EA	\$31.00	\$11,532
Rain Bird - RD 12" Pop w/mpr Noz	89	EA	\$57.00	\$5,073
Rain Bird PES-B-RD - 1" valve /decoder	13	EA	\$287.00	\$3,731
Rain Bird PES-B-RD - 1.5" valve/decoder	10	EA	\$331.00	\$3,310
Rain Bird PES-B - RD 2" valve/decoder	3	EA	\$408.00	\$1,224
Rain Bird 44LRC Quick Cplr	13	EA	\$330.00	\$4,290
Two Wire Decoder cable #12	1530	LF	\$1.10	\$1,683
AWG Wire #14		LF	\$0.25	
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	7	EA	\$357.00	\$2,499
Drip POS PC Emitters & Micro Tubing	1219	LF	\$2.57	\$3,133
Drip Blow-Out Box w/Operator	13	EA	\$112.00	\$1,456
Hardie Dura-pol Tubing	2480	LF	\$0.85	\$2,108
CL160 PVC Sleeve 2"	378	LF	\$17.00	\$6,426
CL160 PVC Sleeve 4"	113	LF	\$21.00	\$2,373
CL160 PVC Sleeve 6"	184	LF	\$27.00	\$4,968

CL160 PVC Sleeve 8"		LF	\$42.00	
2-Wire Surge Assembly	2	EA	\$435.00	\$870
Hand held decoder programmer	1	EA	\$1,240.00	\$1,240
Air Release	6	EA	\$95.00	\$570
		Irrigation Subtotal		\$109,823.99
		All Subtotal		\$1,511,312
			Total	\$1,511,312
 Matrix				

Engineer's Estimate of Probable Cost				
Westerly Filing 2 - Phase 3				
21-Mar-22				
Item	Quantity	Units	Unit Price	Total Price
<u>Water</u>				
Bend - 8"	9	EA	\$350.00	\$3,150
Connect to existing Water Main	3	EA	\$3,500.00	\$10,500
Cross - 8"x12"	1	EA	\$1,000.00	\$1,000
Fire Hydrant Assembly	3	EA	\$2,550.00	\$7,650
Tee - 8"x6" Swivel	3	EA	\$1,000.00	\$3,000
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	3	EA	\$1,300.00	\$3,900
Gate Valve (8-inch)	7	EA	\$1,300.00	\$9,100
Gate Valve (12-inch)	2	EA	\$1,300.00	\$2,600
Water Main (8-inch PVC)	1960	LF	\$25.00	\$49,000
Water Main (12-inch)	542	LF		
8" Plug	2	LF	\$500.00	\$1,000
12" Plug	2	LF	\$500.00	\$1,000
Water Main Lowering	4	EA	\$2,500.00	\$10,000
Water Service (3/4" Type 'K' Copper)	85	EA	\$1,200.00	\$102,000
Master Meter	7	EA	\$1,200.00	\$8,400
			Subtotal	\$216,800
<u>Sanitary</u>				
Connect to existing Sewer Main	2	EA	\$1,500.00	\$3,000
Manhole (4' Dia.)	20	EA	\$2,500.00	\$50,000
Sanitary Main (8" PVC)	2894	LF	\$23.00	\$66,562
Sewer Service	90	EA	\$1,000.00	\$90,000
Plug	1	EA	\$500.00	\$500
			Subtotal	\$210,062
<u>Storm Sewer</u>				
Inlet (5-ft Type 'R')	2	EA	\$4,000.00	\$8,000
Inlet (20-ft Type 'R')	3	EA	\$11,500.00	\$34,500
Inlet (Type 'C')	1	EA	\$2,500.00	
Manhole (Box Base)	6	EA	\$6,000.00	\$36,000
Manhole (T Base)	2	EA	\$6,000.00	\$12,000
Manhole (72" Dia.)	6	EA	\$4,000.00	\$24,000
Pipe (24" RCP)	349	LF	\$52.00	\$18,148
Pipe (30" RCP)	599	LF	\$60.00	\$35,940
Pipe (36" RCP)	518		\$90.00	\$46,620
Pipe (42" RCP)	1181	LF	\$105.00	\$124,005
Pipe (48" RCP)	899	LF	\$125.00	\$112,375
Private Edge Drain	6098	LF	\$30.00	\$182,940
Flared End Section (24")	1	EA	\$300.00	\$300
			Subtotal	\$634,828
<u>Streets</u>				
Asphalt - 6"	12343	SY	\$22.00	\$271,541
Base Course - 10"	12343	SY	\$12.00	\$148,113
Concrete Pavement (Alley) - 8"	2730	SY	\$72.00	\$196,584
Concrete Trail - 4'	4204	SF	\$3.00	
Concrete Trail - 5'	6820	SF	\$3.00	\$20,460
Concrete Trail - 8'	8804	SF	\$3.00	\$26,412
Concrete Crossspan - 6"	50	LF	\$11.00	\$550

Curb Ramp	8	EA	\$950.00	\$7,600
Alley Entrance	8	EA	\$6,500.00	\$52,000
5' Sidewalk	15600	SF	\$2.50	\$39,000
Street Name Sign	7	EA	\$450.00	\$3,150
Stop Sign	7	EA	\$550.00	\$3,850
Local Street Light	16	EA	\$9,500.00	\$152,000
Collector Street Light		EA	\$9,500.00	
Arterial Street Light		EA	\$9,500.00	
Striping	10784	LF	\$1.00	\$10,784
Vertical Curb & Gutter	6240	LF	\$14.50	\$90,480
Traffic Control	10	DAYS	\$2,550.00	\$25,500
			Subtotal	\$1,048,024
Landscaping				
Sod (includes prep.)	82,238	SF	\$1.00	\$82,238.44
Native Seed Mix (includes prep.)	16,496	SF	\$0.45	\$7,423.13
Rock Mulch	20,312	SF	\$1.20	\$24,374.99
Wood Mulch	5,019	SF	\$0.75	\$3,763.93
Steel Edger	543	LF	\$3.50	\$1,900.50
2" Caliper Deciduous Trees	70	EA	\$525.00	\$36,750.00
2" Caliper Ornamental Tree	38	EA	\$400.00	\$15,200.00
6' Height Coniferous Tree	10	EA	\$650.00	\$6,500.00
5 Gal Shrubs	687	EA	\$50.00	\$34,350.00
1 Gal Perennials/ Annuals/ Grasses	216	EA	\$20.00	\$4,320.00
Landscape Boulder	14	EA	\$600.00	\$8,400.00
Site Features				
Three-Rail Wood Fence	717	LF	\$27.00	\$19,359.00
4' Masonry Columns	19	EA	\$1,800.00	\$34,200.00
5' Masonry Columns	2	EA	\$2,600.00	\$5,200.00
			Landscape Subtotal	\$283,979.98
Irrigation				
CL200 PVC Lateral - 1"	10616	LF	\$3.05	\$32,379
CL200 PVC Lateral - 1.5"	1361	LF	\$3.53	\$4,804
CL200 PVC Lateral - 2"	302	LF	\$4.30	\$1,299
CL200 PVC Lateral - 2.5"	86	LF	\$5.17	\$445
CL200RT PVC Mainline 1-1/4"		LF	\$3.78	
CL200RT PVC Mainline 2"		LF	\$7.25	
CL200RT PVC Mainline 2.5"	688	LF	\$8.65	\$5,951
CL200RT PVC Mainline 3"	1339	LF	\$10.00	\$13,390
CL200RT PVC Mainline 4"	43	LF	\$25.00	\$1,075
Gate Valve Gasketed - 2.5"	5	EA	\$266.00	\$1,330
Gate Valve Gasketed - 3"	9	EA	\$398.00	\$3,582
Gate Valve Gasketed - 4"		EA	\$554.00	
Drain Valve 1.25"	5	EA	\$313.00	\$1,565
Hunter I-25 ADS Rotor		EA	\$119.00	
Hunter I-20 6" PRB Rotor	147	EA	\$87.00	\$12,789
Hunter I-20 12" PRB Rotor	44	EA	\$126.00	\$5,544
Rain Bird - RD 6"w/ plstc mpr nozz	595	EA	\$31.00	\$18,445
Rain Bird - RD 12" Pop w/mpr Noz	143	EA	\$57.00	\$8,151
Rain Bird PES-B-RD - 1" valve /decoder	21	EA	\$287.00	\$6,027
Rain Bird PES-B -RD - 1.5" valve/decoder	16	EA	\$331.00	\$5,296
Rain Bird PES-B - RD 2" valve/decoder	5	EA	\$408.00	\$2,040
Rain Bird 44LRC Quick Cplr	21	EA	\$330.00	\$6,930

Two Wire Decoder cable #12	2449	LF	\$1.10	\$2,694
AWG Wire #14		LF	\$0.25	
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	12	EA	\$357.00	\$4,284
Drip POS PC Emitters & Micro Tubing	1950	LF	\$2.57	\$5,012
Drip Blow-Out Box w/Operator	20	EA	\$112.00	\$2,240
Hardie Dura-pol Tubing	3968	LF	\$0.85	\$3,373
CL160 PVC Sleeve 2"	605	LF	\$17.00	\$10,285
CL160 PVC Sleeve 4"	181	LF	\$21.00	\$3,801
CL160 PVC Sleeve 6"	294	LF	\$27.00	\$7,938
CL160 PVC Sleeve 8"		LF	\$42.00	
2-Wire Surge Assembly	4	EA	\$435.00	\$1,740
Hand held decoder programmer		EA	\$1,240.00	
Air Release	10	EA	\$95.00	\$950
			Irrigation Subtotal	\$173,358
			All Subtotal	\$2,567,052
			Total	\$2,567,052
 Matrix				

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 2 - Phase 4				
21-Mar-22				
Item	Quantity	Units	Unit Price	Total Price
Water				
Bend - 8"	1	EA	\$350.00	\$350
Fire Hydrant Assembly	1	EA	\$2,550.00	\$2,550
Connect to existing Water Main	3	EA	\$3,500.00	\$10,500
Tee - 8"x6" Swivel	1	EA	\$1,000.00	\$1,000
Tee - 8"	2	EA	\$1,000.00	\$2,000
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	1	EA	\$1,300.00	\$1,300
Gate Valve (8-inch)	4	EA	\$1,300.00	\$5,200
Water Main (8-inch PVC)	1212	LF	\$25.00	\$30,300
8" Plug	1	LF	\$500.00	\$500
Water Main Lowering	1	EA	\$2,500.00	\$2,500
Water Service (3/4" Type 'K' Copper)	32	EA	\$1,200.00	\$38,400
			Subtotal	\$99,100
Sanitary				
Connect to existing Sewer Main	2	EA	\$1,500.00	\$3,000
Manhole (4' Dia.)	6	EA	\$2,500.00	\$15,000
Sanitary Main (8" PVC)	1331	LF	\$23.00	\$30,613
Sewer Service	31	EA	\$1,000.00	\$31,000
Plug	1	EA	\$500.00	\$500
			Subtotal	\$80,113
Storm Sewer				
Inlet (10-ft Type 'R')	1	EA	\$6,500.00	\$6,500
Inlet (15-ft Type 'R')	1	EA	\$8,750.00	\$8,750
Manhole (Box Base)	3	EA	\$6,000.00	\$18,000
Manhole (5' Dia.)	4	EA	\$3,750.00	\$15,000
Pipe (30" RCP)	74	LF	\$60.00	\$4,440
Pipe (36" RCP)	336	LF	\$90.00	\$30,240
Pipe (42" RCP)	306	LF	\$105.00	\$32,130
Private Edge Drain	2618	LF	\$30.00	\$78,540
Flared End Section (36")	1	EA	\$400.00	\$400
			Subtotal	\$194,000
Streets				
Asphalt - 6"	3920	SY	\$22.00	\$86,233
Base Course - 10"	3920	SY	\$12.00	\$47,036
Concrete Pavement (Alley) - 8"	1089	SY	\$72.00	\$78,440
Concrete Trail - 8'	5968	SF	\$3.00	\$17,904
Curb Ramp	8	EA	\$950.00	\$7,600
Alley Entrance	1	EA	\$6,500.00	\$6,500
5' Sidewalk	12415	SF	\$2.50	\$31,038
Street Name Sign	2	EA	\$450.00	\$900
Stop Sign	2	EA	\$550.00	\$1,100
One Way Sign	1	EA	\$550.00	\$550
Vertical Curb & Gutter	2483	LF	\$14.50	\$36,004
Traffic Control	10	DAYS	\$2,550.00	\$25,500
			Subtotal	\$338,804
Landscaping				

Sod (includes prep.)	11,470	SF	\$1.00	\$11,469.74
Native Seed Mix (includes prep.)	22,228	SF	\$0.45	\$10,002.50
Rock Mulch		SF	\$1.20	
Wood Mulch		SF	\$0.75	
2" Caliper Deciduous Trees	6	EA	\$525.00	\$3,150.00
2" Caliper Ornamental Tree		EA	\$400.00	
6' Height Coniferous Tree		EA	\$650.00	
5 Gal Shrubs		EA	\$50.00	
1 Gal Perennials/ Annuals/ Grasses		EA	\$20.00	
Landscape Boulder		EA	\$600.00	
Site Features				
Three-Rail Wood Fence	434	LF	\$27.00	\$11,718.00
		Landscape Subtotal		\$36,340.24
Irrigation				
CL200 PVC Lateral - 1"	3195	LF	\$3.05	\$9,745
CL200 PVC Lateral - 1.5"	410	LF	\$3.53	\$1,447
CL200 PVC Lateral - 2"	91	LF	\$4.30	\$391
CL200 PVC Lateral - 2.5"	26	LF	\$5.17	\$134
CL200RT PVC Mainline 1-1/4"		LF	\$3.78	
CL200RT PVC Mainline 2"		LF	\$7.25	
CL200RT PVC Mainline 2.5"	207	LF	\$8.65	\$1,791
CL200RT PVC Mainline 3"	403	LF	\$10.00	\$4,030
CL200RT PVC Mainline 4"	13	LF	\$25.00	\$325
Gate Valve Gasketed - 2.5"	1	EA	\$266.00	\$266
Gate Valve Gasketed - 3"	3	EA	\$398.00	\$1,194
Gate Valve Gasketed - 4"		EA	\$554.00	
Drain Valve 1.25"	1	EA	\$313.00	\$313
Hunter I-25 ADS Rotor		EA	\$119.00	
Hunter I-20 6" PRB Rotor	44	EA	\$87.00	\$3,828
Hunter I-20 12" PRB Rotor	13	EA	\$126.00	\$1,638
Rain Bird - RD 6"w/ plstc mpr nozz	179	EA	\$31.00	\$5,549
Rain Bird - RD 12" Pop w/mpr Noz	43	EA	\$57.00	\$2,451
Rain Bird PES-B-RD - 1" valve /decoder	6	EA	\$287.00	\$1,722
Rain Bird PES-B -RD - 1.5" valve/decoder	5	EA	\$331.00	\$1,655
Rain Bird PES-B - RD 2" valve/decoder	1	EA	\$408.00	\$408
Rain Bird 44LRC Quick Cplr	6	EA	\$330.00	\$1,980
Two Wire Decoder cable #12	737	LF	\$1.10	\$811
AWG Wire #14		LF	\$0.25	
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	4	EA	\$357.00	\$1,428
Drip POS PC Emitters & Micro Tubing	587	LF	\$2.57	\$1,509
Drip Blow-Out Box w/Operator	6	EA	\$112.00	\$672
Hardie Dura-pol Tubing	1194	LF	\$0.85	\$1,015
CL160 PVC Sleeve 2"	182	LF	\$17.00	\$3,094
CL160 PVC Sleeve 4"	55	LF	\$21.00	\$1,155
CL160 PVC Sleeve 6"	88	LF	\$27.00	\$2,376
CL160 PVC Sleeve 8"		LF	\$42.00	
2-Wire Surge Assembly	1	EA	\$435.00	\$435
Hand held decoder programmer		EA	\$1,240.00	
Air Release	3	EA	\$95.00	\$285
		Irrigation Subtotal		\$51,646.51
		All Subtotal		\$800,003

			Total	\$800,003
 Matrix				

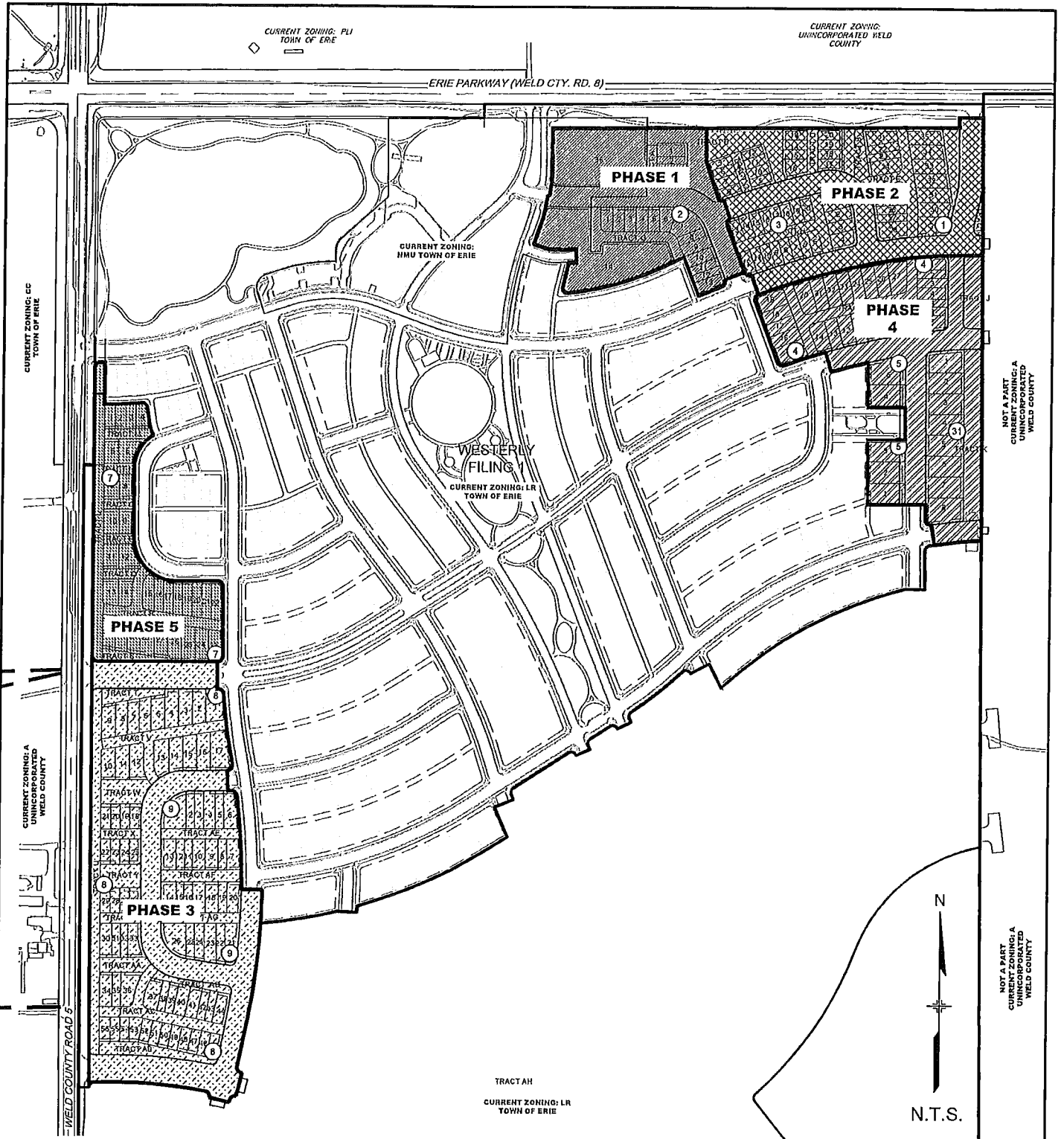
Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 2 - Phase 5				
21-Mar-22				
Item	Quantity	Units	Unit Price	Total Price
Water				
Master Meter	3	EA	\$1,200.00	\$3,600
Water Service (3/4" Type 'K' Copper)	31	EA	\$1,200.00	\$37,200
			Subtotal	\$40,800
Sanitary				
Connect to existing Sewer Main	3	EA	\$1,500.00	\$4,500
Manhole (4' Dia.)	6	EA	\$2,500.00	\$15,000
Sanitary Main (8" PVC)	510	LF	\$23.00	\$11,730
Sewer Service	31	EA	\$1,000.00	\$31,000
			Subtotal	\$62,230
Streets				
Concrete Pavement (Alley) - 8"	1009	SY	\$72.00	\$72,648
Concrete Trail - 5'	4900	SF	\$3.00	\$14,700
Concrete Trail - 8'	7088	SF	\$3.00	\$21,264
Traffic Control	10	DAYS	\$2,550.00	\$25,500
			Subtotal	\$134,112
Landscaping				
Sod (includes prep.)	28,061	SF	\$1.00	\$28,061.49
Native Seed Mix (includes prep.)	10,754	SF	\$0.45	\$4,839.30
Rock Mulch	12,510	SF	\$1.20	\$15,012.38
Wood Mulch	4,942	SF	\$0.75	\$3,706.58
Crusher fines		SF	\$7.00	
Steel Edger	1,241	LF	\$3.50	\$4,343.50
2" Caliper Deciduous Trees	23	EA	\$525.00	\$12,075.00
6' Height Coniferous Tree	9	EA	\$650.00	\$5,850.00
2" Caliper Ornamental Tree	21	EA	\$400.00	\$8,400.00
5 Gal Shrubs	301	EA	\$50.00	\$15,050.00
1 Gal Perennials/ Annuals/ Grasses	50	EA	\$20.00	\$1,000.00
Landscape Boulder		EA	\$600.00	
Site Features				
Three-Rail Wood Fence	552	LF	\$27.00	\$14,904.00
4' Masonry Columns	15	EA	\$1,800.00	\$27,000.00
5' Masonry Columns	1	EA	\$2,600.00	\$2,600.00
			Landscape Subtotal	\$142,842.24
Irrigation				
CL200 PVC Lateral - 1"	4178	LF	\$3.05	\$12,743
CL200 PVC Lateral - 1.5"	536	LF	\$3.53	\$1,892
CL200 PVC Lateral - 2"	119	LF	\$4.30	\$512
CL200 PVC Lateral - 2.5"	34	LF	\$5.17	\$176
CL200RT PVC Mainline 1-1/4"		LF	\$3.78	
CL200RT PVC Mainline 2"		LF	\$7.25	
CL200RT PVC Mainline 2.5"	271	LF	\$8.65	\$2,344
CL200RT PVC Mainline 3"	527	LF	\$10.00	\$5,270
CL200RT PVC Mainline 4"	17	LF	\$25.00	\$425
Gate Valve Gasketed - 2.5"	2	EA	\$266.00	\$532
Gate Valve Gasketed - 3"	3	EA	\$398.00	\$1,194

Gate Valve Gasketed - 4"		EA	\$554.00	
Drain Valve 1.25"	2	EA	\$313.00	\$626
Hunter I-25 ADS Rotor		EA	\$119.00	
Hunter I-20 6" PRB Rotor	58	EA	\$87.00	\$5,046
Hunter I-20 12" PRB Rotor	17	EA	\$126.00	\$2,142
Rain Bird - RD 6"w/ plstc mpr nozz	234	EA	\$31.00	\$7,254
Rain Bird - RD 12" Pop w/mpr Noz	56	EA	\$57.00	\$3,192
Rain Bird PES-B-RD - 1" valve /decoder	8	EA	\$287.00	\$2,296
Rain Bird PES-B -RD - 1.5" valve/decoder	6	EA	\$331.00	\$1,986
Rain Bird PES-B - RD 2" valve/decoder	2	EA	\$408.00	\$816
Rain Bird 44LRC Quick Cplr	8	EA	\$330.00	\$2,640
Two Wire Decoder cable #12	964	LF	\$1.10	\$1,060
AWG Wire #14		LF	\$0.25	
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	5	EA	\$357.00	\$1,785
Drip POS PC Emitters & Micro Tubing	768	LF	\$2.57	\$1,974
Drip Blow-Out Box w/Operator	8	EA	\$112.00	\$896
Hardie Dura-pol Tubing	1561	LF	\$0.85	\$1,327
CL160 PVC Sleeve 2"	238	LF	\$17.00	\$4,046
CL160 PVC Sleeve 4"	71	LF	\$21.00	\$1,491
CL160 PVC Sleeve 6"	116	LF	\$27.00	\$3,132
CL160 PVC Sleeve 8"		LF	\$42.00	
2-Wire Surge Assembly	2	EA	\$435.00	\$870
Hand held decoder programmer		EA	\$1,240.00	
Air Release	4	EA	\$95.00	\$380
		Irrigation Subtotal		\$68,047
Tract Y Improvements (Separate from remainder of Phase 4)				
Native Restoration Services	11	AC	\$900.00	\$9,900.00
Native Seed Mix (includes prep.)	41,528	SF	\$0.45	\$18,687.67
Site Features				
Concrete Trail - 6"	129116	SF	\$9.00	\$1,162,044
			Tract Y Subtotal	\$1,190,631.67
			All Subtotal	\$1,638,663
			Total	\$1,638,663

 **Matrix**

**Exhibit C
Phasing Plan**

[attached]



NOTES:

1. PHASE 4 GRADING TO BE PERFORMED WITH PHASE 1 AND 2.
2. PHASE 5 GRADING TO BE PERFORMED WITH PHASE 3.