

## AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the City of Farmers Branch, Texas, a municipal corporation of the State of Texas and a home rule city (the "City"), and CADG Mercer Crossing Holdings LLC, a Texas limited liability company (the "Developer") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

### RECITALS

WHEREAS, on the original effective date of this Agreement, March 14, 2017, the Developer owned the majority of approximately 397.57 acres of real property located within the City described in Exhibit D and depicted in Exhibit E ("Property"); and

WHEREAS, to facilitate the development and construction of the Mercer Crossing Development (hereinafter defined), the City has created, upon petition to the City by the Developer, as the owner of taxable real property representing more than 50% of the appraised value liable for assessment, the Mercer Crossing Public Improvement District pursuant to Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, the City desires to facilitate the Mercer Crossing Development through the reimbursement to the Developer for the cost of the Public Improvements (hereinafter defined) from the proceeds of Assessments levied on parcels within the Mercer Crossing Public Improvement District; and

WHEREAS, the City intends that the Mercer Crossing Development will be constructed as a first-class mixed-use development containing, at a minimum, those elements identified in Section 2.1 herein, that will result in increased economic activity and development within the City and will promote new and expanded business enterprises within the City; and

WHEREAS, the Developer shall be responsible for the design, construction and all costs of the Mercer Crossing Development including the costs of the Private Improvements (hereinafter defined) and the Public Improvements subject to certain reimbursement rights set forth herein; and

WHEREAS, in consideration of the undertakings of the Developer contained herein and the other agreements described herein and of the continuing economic benefits to be derived therefrom by the City and its citizens, the City has agreed to join with the Developer in facilitating the development of the Mercer Crossing Development and to share in the costs thereof to the extent provided in and in accordance with the terms of this Agreement and the other contracts and agreements referred to or incorporated herein or contemplated hereby; and

WHEREAS, the Parties previously entered into that certain *Master Development Agreement* dated and effective March 14, 2017, that certain *First Amendment to Master Development Agreement* effective August 1, 2019, and that certain *Second Amendment to Master Development Agreement* effective August 10, 2020 (collectively, the "Original Agreement"); and

WHEREAS, the Parties desire to further amend the Original Agreement and to incorporate the prior terms and conditions of the Original Agreement with the new amendments into a single document (i.e., this Agreement).

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the Parties agree as follows:

## ARTICLE I DEFINITIONS; TERM

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Additional Private Improvements" means those Private Improvements described and listed in Section 2.1(c) for which Completion of Construction must have occurred, as applicable, in accordance with Section 2.1(c).

"Administrative Expense Account" means the account within the Assessment Fund into which the administrative expense portion of the Assessment as set forth in the Service and Assessment Plan shall be deposited when collected.

"Affiliates" of CADG Mercer Crossing Holdings LLC means any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with Mehrdad Moayed. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Mehrdad Moayed or (b) direct or cause the direction of management or policies of Mehrdad Moayed, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of Mehrdad Moayed or any affiliate of such lender.

"Agreement" has the meaning stated in the first paragraph hereof.

"Annual Installment" means with respect to each Parcel, each annual payment of the Assessments, including any applicable interest, as set forth and calculated on the Service and Assessment Plan.

"Applicable Law" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City.

"Assessment Account" means an account within the Assessment Fund into which the principal and interest portion of the Assessments shall be deposited when collected.

"Assessment Fund" means the assessment fund or account created by the City for the PID to which all assessment revenues will be deposited once collected.

"Assessments" means those certain assessments levied by the City pursuant to Chapter 372, Texas Local Government Code and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements.

"Assessment Revenues" means all principal and interest revenues collected by the City from Assessment pursuant to the Service and Assessment Plan for the Public Improvements and deposited to the Assessment Account of the Assessment Fund. Such term does not include Administrative Expenses or Delinquent Collection Costs, as defined in the Service and Assessment Plan.

"Certificate for Payment" means a monthly request by the Developer to the City for approval of Public Improvement Project Costs as set forth in Article III.

"City Park Property" means two tracts with a combined area of approximately 4.8 ± acres out of an 8.674± acre tract out of the F. Miller Survey, Abstract No. 926, City of Farmers Branch, Dallas County, Texas, more particularly described as Tract 3 in Exhibit "A" to the PD-99 Ordinance and generally depicted on Exhibit H, hereto.

"City Representative" means the City Manager or designee.

"Commencement of Construction" means that point in time when (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable Private Improvement or Public Improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the applicable Private Improvement or the Public Improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable Private Improvement or the Public Improvement, or portion thereof, as the case may be, has commenced.

"Completion of Construction" means that point in time when (i) the construction of the Private Improvements or the Public Improvements, or portion thereof, as the case may be, on the Property has been substantially completed; and (ii) the City has, with respect to the Public Improvements, issued an acceptance of the respective Public Improvements or, in the case of Private Improvements, has conducted a final inspection and issued a certificate of occupancy or, in the case of a Shell Building, a temporary certificate of occupancy.

"Concept Site Plan" means the preliminary concept plan for the Mercer Crossing Development, including the Private Improvements and the Public Improvements set forth in Exhibit C.

“Construction Agreements” means the contracts for the construction of the Public Improvements.

“Construction Commencement Date” means May 1, 2018.

"County" means Dallas County, Texas.

"Developer" means CADG Mercer Crossing Holdings LLC, its successors and permitted assigns.

"Effective Date" means, for purposes of the enforcement of the amendments to the Original Agreement contained herein shall mean the date this Agreement bears the signature of the authorized representatives of the Parties, but for all other purposes shall be deemed to be March 14, 2017.

"Financing Date" means March 14, 2018.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts, including the expenditure of any reasonable sum of money and, subject to the satisfaction of the conditions set forth in (B) (i) through (iv) above, “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority or in the exercise of its Governmental Functions) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Governmental Rule; (g) failure of the other Party to perform any of its obligations under this Agreement within the time or by the date required pursuant to the terms of this Agreement for the performance thereof; (h) epidemics or pandemics; and (i) delays in obtaining required inspections, permits, or approvals resulting from the closure of government offices during normal business hours; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (x) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (y) the occurrence of any manpower, material or equipment shortages; or (z) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.



"General Contractor" means the Developer's general contractor for the Public Improvements.

"Governmental Authority" means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Governmental Rule, pursuant to the terms of this Agreement or by agreement of the Parties.

"Governmental Rule" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Governmental Rules shall include, but not be limited to, the City codes and ordinances.

"HOA" means the Mercer Residential West Association, Inc.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer, any Affiliates or any property or any business owned by the Developer or any Affiliates within the City.

"Initial Private Improvements" means those Private Improvements described and listed in Section 2.1(b) the construction of which must be completed in association with the development of each POD prior to issuance by the City of a building permit for the first single-family residential dwelling unit to be constructed within each POD as provided in Section 2.1(b).

"Key Person," with respect to the Developer, means Mehrdad Moayed.

"Legal Costs" means, with respect to this Agreement, the Reimbursement Agreement, or any document between the Developer and the City, reasonable court costs, attorneys' and paralegals' fees, experts' fees, and other costs and expenses incurred in investigating, preparing, prosecuting, or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Mercer Crossing Development" means that mixed use development to be developed and constructed on the property within the PID pursuant to the PD and other applicable zoning.

"Overruns" means those Project Costs that exceed the PFA Bond Financing for the Public Improvements.

"PD" or "PD-99" means Planned Development Zoning District No. 99 as established by the PD-99 Ordinance.

"PD-99 Ordinance" means City of Farmers Branch, Texas, Ordinance No. 3429, as amended by City of Farmers Branch, Texas, Ordinance No. 3581 and City of Farmers Branch, Texas, Ordinance No. 3643, and as may be further amended from time to time, said ordinance setting forth the development and use regulations for those portions of the Property located within the boundaries of PD-99.

"PFA" means the Public Finance Authority, a unit of government and body corporate and politic of or the State of Wisconsin.

"PFA Bond Financing" means the issuance of tax-exempt bonds by the PFA, payable from revenues received by the PFA from an assignment of the Reimbursement Agreement by the Developer, the proceeds of which shall be used by the Developer to design and construct the Public Improvements.

"PFA Bonds" means those certain tax-exempt bonds issued by the PFA, the proceeds of which are to be used by the Developer to design and construct the Public Improvements.

"PID" means the Mercer Crossing Public Improvement District created by the City pursuant to Chapter 372, Texas Local Government Code, as amended.

"Plans and Specifications" means the plans and specifications for Public Improvements and Private Improvements approved by the City.

"POD" means the neighborhood or development groupings as depicted on Exhibit G. "Private Financing" means the Developer's executed and effective loan or other financing agreement, whereby the Developer secures the funds for the design and construction of the Private Improvements.

"Private Improvements" means those improvements described in the Plans and Specifications, other than the Public Improvements, being constructed within the Mercer Crossing Development. "Private Improvements" also includes the Additional Private Improvements described in Section 2.1(c).

"Project and Financing Plan" means the project plan and financing plan for the TIF, as amended.

"Property" means approximately 397.57 acres of real property located within the City described in Exhibit D and depicted in Exhibit E.

"Public Improvement Completion Date" means a date that is no later than 32 months after Commencement of Construction for the Public Improvements, subject to Force Majeure and environmental conditions on the GNB site (PODs W and V).

"Public Improvement Project Costs" shall mean the actual costs of the Public Improvements set forth in Exhibit B, such costs to be eligible "project costs," as defined in Section 311.002, Texas Tax Code.

"Public Improvements" means public improvements to be developed and constructed by the Developer on the Property and within the PID, which will include certain water and sewer improvements, street improvements, and drainage improvements described in Exhibit B.

"Service and Assessment Plan" means that certain Service and Assessment Plan adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment, inclusive of all annual updates of the Service and Assessment Plan approved by the City Council.

"Tax Increment" has the meaning set forth in the TIF Ordinance.

"Tax Increment Fund" means the special fund created for the TIF pursuant to the TIF Act and funded with the Tax Increment.

"TIF" means Tax Financing Reinvestment Zone Number Three, City of Farmers Branch, Texas.

"TIF Act" means Chapter 311, Texas Tax Code, as amended.

"TIF Ordinance" means City of Farmers Branch Ordinance No. 3400 creating the TIF, as amended.

"TIF Reimbursement Agreement" means the agreement between the TIF and the City pursuant to which the TIF Revenues are deposited annually into the Assessment Fund for the purpose of reducing the Annual Installment.

"TIF Revenues" means the revenues received from the Tax Increment Fund pursuant to the TIF Reimbursement Agreement that are dedicated to the costs of the Public Improvements as set forth in the TIF Ordinance and shall be used by the City to reduce the Annual Installment.

"Title Company" means Republic Title of Texas, Inc. whose address is 2626 Howell Street, 10th Floor, Dallas, Texas 75204, and whose primary contact for purpose of this Agreement is Tammie Cooper, Vice-President, who may be contacted by phone at (214) 855-8886, facsimile at (972) 516-2507, and e-mail at [tcooper@republictitle.com](mailto:tcooper@republictitle.com).

"Townhouse Tract" means the 8.674± acre tract out of the F. Miller Survey, Abstract No. 926, City of Farmers Branch, Dallas County, Texas, more particularly described as Tract 3 in Exhibit "A" to the PD-99 Ordinance save and except those portions of said tract that constitute the City Park Property.

For purposes of this Agreement, "Amenity Center," "Office Building," "Retail use," "Shell Building," and "Urban Commerce District" shall have the same meaning as set forth in the PD-99 Ordinance.

## ARTICLE II

### DEVELOPMENT AND CONSTRUCTION OF THE MERCER CROSSING DEVELOPMENT AND PUBLIC IMPROVEMENTS

#### Section 2.1. Project Overview.

(a) The Developer agrees to cause the design and construction of the Mercer Crossing Development, including the Private Improvements and the Public Improvements.

(b) Initial Private Improvements.

- (1) All trails (6' and wider) within a POD as set forth in the PD;
- (2) All landscaped open space a POD as set forth in the PD;
- (3) All residential community entry signs within a POD as set forth in the PD;
- (4) Earthwork outside of the public right-of-way within a POD as set forth in the PD;
- (5) Soil compaction within a POD as set forth in the PD;
- (6) Perimeter Landscaping within a POD as set forth in the PD; and
- (7) Franchise Utilities within a POD as set forth in the PD.

Construction Parameters: The City shall not issue any building permits for construction of any single family residential dwelling within a POD until construction of all of the Public Improvements and the Initial Private Improvements for that POD have been completed by the Developer in accordance with Applicable Law and the PD-99 Ordinance; provided, however, the City may issue residential building permits for up to four (4) model homes per POD prior to completion of the Initial Private Improvements. Upon Completion of Construction of the Public Improvements and the Initial Private Improvements for a POD, the City may issue residential building permits for the said POD

(c) Additional Private Improvements. The Developer shall cause Completion of Construction of the following Additional Private Improvements to occur as follows:

- (1) Completion of Construction of one (1) Amenity Center including related site improvements, located on the north side of Mercer Parkway, on the east side of Chartwell Crest, and west of the lake as shown on Appendix J – Development Phasing Map to Exhibit C of the PD-99 Ordinance, shall occur prior to the issuance of the 451<sup>st</sup> building permit for construction of Single-Family Residential dwellings on the Property.



(2) Completion of Construction of the following shall occur as stated below and as shown on Appendix J – Development Phasing Map to Exhibit C of the PD-99 Ordinance:

(a) Completion of Construction shall occur not later than March 31, 2022, on one (1) Shell Building designed to be used as an Office Building containing not less than 100,000 square feet of gross floor area located in the area east of Chartwell Crest Drive and on the north side of Wittington Place East;

(b) Completion of Construction on three (3) Shell Buildings, each containing not less than 10,000 square feet of gross floor area (inclusive of the outdoor seating area), designed for restaurant and Retail uses, constructed in the Urban Commerce District located south of I-635 (i.e. Tract 2) and identified as Buildings #3, #4, and #5 on the Detailed Site Plan set forth in Exhibit “B” to Resolution No. 2019-182 approved December 10, 2019, shall occur not later than July 31, 2022; and

(c) Not later than July 31, 2022:

(i) Completion of construction of a hike and bike trail and low water pedestrian crossing not less than twelve feet (12.0’) wide in the location generally shown on Appendix G - Parks, Open Space, Trails and Other Recreational Facilities Map to Exhibit C of the PD-99 Ordinance shall occur, the final design and construction of which shall be subject to review and approval by the City Manager or designee and which, following completion of construction, shall be maintained by a property owners’ association; and

(ii) A public access easement beginning at the hike and trail system along the southern edge of Tract 2 and continuing across the low water crossing/weir to connect to the existing hike and bike trail located on the north side of Lot 1, Block A of the Mercer Crossing South Addition shall be dedicated to the City;

(d) Not later than one hundred twenty (120) days after Completion of Construction of the three (3) Shell Buildings described in Section 2.1(c)(2)(b), and subject to the City’s issuance of a final certificate of occupancy, no fewer than two (2) restaurants (collectively, the “Restaurants”) shall be open to the public for business within any one of said three (3) Shell Buildings. In order for the Developer to be in compliance with this Section 2.1(c)(2)(d):

(i) Both Restaurants must have a customer seating capacity of no fewer than 75 seats for each restaurant (inclusive of indoor table and bar seating and outdoor seating areas);

(ii) Both Restaurants shall be dine-in style with table service;

(iii) Both Restaurants may have limited parking for take-out service, but shall not have either drive-in or drive-through service; and

(iv) One of the Restaurants shall be a Primo's restaurant concept.

(d) Completion Escrow: On or before September 1, 2020, the Developer shall pay to the City the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) (the "Completion Escrow"). Upon receipt, the City shall establish a separate account on the City's financial books to account for the Completion Escrow; provided, however, the City may commingle the Completion Escrow funds with other City funds on deposit in the City's depository banks or invested in accordance with the City's investment and financial policies. The Completion Escrow shall be either refunded to the Developer or retained by and become funds owned by the City as follows:

(1) The City agrees to refund to the Developer the amount of \$50,000 of the Completion Escrow not later than fifteen (15) days after Completion of Construction of the Shell Building described in Section 2.1(c)(2)(a); provided, however, if Completion of Construction of said Shell Building does not occur on or before March 31, 2022, said \$50,000 shall become the City's funds free and clear of any claim for refund by the Developer;

(2) The City agrees to refund to the Developer the amount of \$25,000 of the Completion Escrow not later than fifteen (15) days after Commencement of Construction of all three (3) of the Shell Buildings described in Section 2.1(c)(2)(b); provided, however, if Commencement of Construction of all three (3) said Shell Buildings does not occur on or before the thirtieth (30<sup>th</sup>) day after the City's issuance of the building permits for all three (3) of said Shell Buildings, said \$25,000 shall become the City's funds free and clear of any claim for refund by the Developer;

(3) The City agrees to refund to the Developer the amount of \$75,000 of the Completion Escrow not later than fifteen (15) days after Completion of Construction of all three (3) of the Shell Buildings described in Section 2.1(c)(2)(b); provided, however, if Completion of Construction of all three Shell Buildings does not occur on or before July 31, 2022, said \$75,000 shall become the City's funds free and clear of any claim for refund by the Developer.

The City shall not be obligated to issue more than 480 building permits for Single Family Dwellings to be constructed on the Property until the Completion Escrow has been paid to the City; provided, further, that if the Completion Escrow is not paid to the City on or before September 1, 2020, then, regardless of the number of buildings permits issued as of September 1, 2020, and even if such number of building permits issued is less than 480, the City shall have the right to suspend issuance of building permits for Single Family Dwellings to be constructed on the Property until the Completion Escrow is paid.

(e) Liquidated Damages. The Developer acknowledges and agrees that the City entered into this Agreement in part in reliance and as consideration for the Developer's agreement to construct by July 31, 2022, the Additional Private Improvements described in Section 2.1(c)(2)(b) and Section 2.1(c)(2)(c), and the opening to the public for business of the Restaurants within the time provided in Section 2.1(c)(2)(d), subject to Section 2.1(j). The Parties further acknowledge and agree that the Developer's delay or failure to cause construction of the Additional Private Improvements described in Sections 2.1(c)(2)(b) and (c) and the opening of the Restaurants as provided in Section 2.1(c)(2)(d) will result in a loss to the City through the failure to receive ad valorem and local sales and uses taxes that would be generated by the development and use of certain of the Additional Private Improvements and opening of the Restaurants, but that such loss cannot be readily determined. In view of the foregoing, subject to Section 2.1(j), below, if the Developer fails to cause Completion of Construction of all three (3) of the Shell Buildings described in Section 2.1(c)(2)(b), the Additional Private Improvements required to be constructed in accordance Section 2.1(c)(2)(c) by July 31, 2022, and/or cause the Restaurants to be open for business to the public as required by Section 2.1(c)(2)(d), the Developer shall pay the City as liquidated damages and not as a penalty the amount of \$750,000.00 plus \$2,741.00 per day for each day occurring after the deadlines set forth in Sections 2.1(c)(2)(b), (c), and (d) of the Agreement, until Completion of Construction of all three (3) of said Shell Buildings, the Additional Private Improvements described in Section 2.1(c)(2)(c), and the opening of the Restaurants to the public for business as provided in Section 2.1(c)(2)(d) have occurred. The Parties agree the foregoing liquidated damages amount is not a penalty but a reasonable estimate of the amount of losses the City will suffer for the Developer's failure to timely perform the described obligations. The City may deduct such liquidated damages as are payable under this Section 2.1(e) from money due or to become due to the Developer or pursue any other legal remedy to collect such liquidated damages from the Developer.

(f) Letter of Credit. To secure the payment of the liquidated damages described in Section 2.1(e), not later than October 1, 2020, the Developer shall deliver to the City an irrevocable letter of credit (the "LOC") payable to the City as the payee/beneficiary in the amount to \$750,000.00 subject to the following:

(1) The LOC shall be issued by a financial institution which will allow presentment of the LOC either (i) in person at an office or branch located in the counties of Dallas, Tarrant, Collin, or Denton, Texas or (ii) by facsimile, if the office or branch where presentment must be made is located other than in the counties of Dallas, Tarrant, Collin, or Denton, Texas;

(2) The LOC shall not expire or be subject to termination earlier than December 31, 2022, unless the issuing financial institution only authorizes LOC's it issues to have a term less than two (2) years, in which case the term of the LOC must automatically renew and extend without being subject to cancellation by the Developer for additional terms that all the series of terms to extend to at least December 31, 2022;

(3) The LOC shall in substance only require as the sole condition of payment the presentment of the LOC accompanied by an affidavit from the Mayor or the City Manager stating that:

- (i) The Developer failed to achieve Completion of Construction of (x) all three (3) of the Shell Buildings described in Section 2.1(c)(2)(b) of the Agreement and/or (y) the Additional Private Improvements described in Section 2.1(c)(2)(c) of the Agreement, on or before July 31, 2022; provided however, that prior to such payment and presentment, the City shall provide written notice to the Developer of the Developer's failure to meet said deadline, and the Developer shall be afforded ten (10) business days as opportunity to cure; and/or
- (ii) The Restaurants were not open for business within the time provided in Section 2.1(c)(2)(d) of the Agreement; provided, however, that prior to such payment and presentment, the City shall provide written notice to the Developer of the Developer's failure to open the Restaurants within the time provided in Section 2.1(c)(2)(d), and the Developer shall be afforded ten (10) business days as opportunity to cure.

(4) If the Developer obtains Completion of Construction of all three (3) of the Shell Buildings described in Section 2.1(c)(2)(b) and the Additional Private Improvements described in Section 2.1(c)(2)(c) on or before the required deadlines, not later than five (5) business days after Completion of Construction of all such improvements has occurred, the City agrees to provide written notice to the issuer of the LOC that the LOC shall be amended to (i) reduce the amount payable to the City under the LOC to \$250,000.00, (ii) remove as a condition of payment the Developer's failure to perform by the deadlines described in Section 2.1(f)(3)(i) of the Agreement, and (iii) extend the termination date of the LOC to a date that is not earlier than one hundred twenty (120) days after the deadline required for opening the Restaurants to the public as determined pursuant to Section 2.1(c)(2)(d), but only if the then current termination date of the LOC is earlier than such date.

(5) If the Restaurants are open for business to the public within the time required by Section 2.1(c)(2)(d), not later than five (5) business days after the second of the two Restaurants is open for business to the public, the City agrees to provide written notice to the issuer of the LOC that the LOC shall cancel the amended LOC.

(6) If the City receives payment under the terms of the LOC, such payment shall satisfy \$750,000 of the amount to be paid as liquidated damages pursuant to Section 2.1(e), above, but shall not satisfy any additional daily amounts of liquidated damages that may accrue pursuant to Section 2.1(e). All amounts due under Section 2.1(e) in payment for the daily liquidated damages amount shall be paid in full prior to:

- (i) In the case of the three (3) Shell Buildings and/or the Amphitheater, issuance of the certificate of occupancy or temporary certificate of



occupancy, as applicable, for the last of said improvements to be completed; and

- (ii) In the case of the Restaurants, issuance of the certificate of occupancy for the last of the two (2) Restaurants to be completed.

The City shall not be obligated to issue more than 480 building permits for Single Family Dwellings to be constructed on the Property until the LOC in the form required by this Section 2.1(f) and otherwise reasonably satisfactory to the City Manager and City Attorney has been delivered to the City; provided, further, that if said LOC is not delivered to the City on or before October 1, 2020, then, regardless of the number of buildings permits issued as of October 1, 2020, and even if such number of building permits issued is less than 480, the City shall have the right to suspend issuance of building permits for Single Family Dwellings to be constructed on the Property until said LOC is delivered to the City.

(g) No Default. Notwithstanding any other provision in this Agreement, failure to comply with the provisions of this Section 2.1 shall not be deemed an Event of Default under this Agreement for purposes of authorizing the termination of this Agreement pursuant to the provisions set forth in Article IV.

(h) Acknowledgment. The Developer acknowledges and agrees that residential building permits (and associated inspections and certificates of occupancy) for the Mercer Crossing Development shall only be issued pursuant to the provisions of this Section 2.1 subsequent to the construction and installation of the Private Improvements specified in this Section.

(i) Use of Completion Escrow and Liquidated Damages Funds. Any funds paid to the City pursuant to Sections 2.1(d), 2.1(e), and/or 2.1(f), above, that become the property of the City shall be spent by the City solely for costs relating to the design and construction or installation of public facilities or public improvements located within the Property that are to be owned and maintained by the City.

(j) Building Permits and Plans for Additional Private Improvements. Not later than September 15, 2020, the Developer shall submit to the City complete plans and specifications for (i) the three (3) Shell Buildings described in Section 2.1(c)(2)(b), and (ii) the Additional Private Improvements described in Section 2.1(c)(2)(c) (collectively the "Plans") and make application to the City for building permits for all such improvements for simultaneous review by all City departments and approval. Simultaneous submission, review, and approval of the Plans by all City departments and issuance of the building permits relating to the Plans shall be subject to the following:

- (1) For each business day after September 15, 2020, that the Plans have not been submitted by the Developer to the City until the day the Plans are submitted to the City, the Developer shall pay to the City an additional Five Hundred Dollars (\$500.00) at the time of issuance of the building permits relating to the Plans;

(2) Not later than the fifteenth (15<sup>th</sup>) complete business day after receipt of the Plans from the Developer, the City shall review and return the City's comments on the Plans to the Developer and/or the architect or professional engineer that submitted the Plans to the City on behalf of the Developer. If the City fails to return the City's review comments regarding the Plans to the Developer and/or the architect or professional engineer that submitted the Plans to the City on or before said fifteenth (15<sup>th</sup>) business day, the deadline(s) for Completion of Construction set forth in Sections 2.1(c)(2)(b) and (c) shall be extended by one (1) business day for each day after the fifteenth (15<sup>th</sup>) business day until the City delivers said review comments to the Developer and/or the architect or professional engineer that submitted the Plans to the City;

(3) Not later than the fifth (5<sup>th</sup>) complete business day after receipt of the City's review comments regarding the Plan (even if the City delivers such comments prior to the fifteenth (15<sup>th</sup>) business day described in (2), above), the Developer and/or the Developer's architect and/or professional engineer shall deliver to the City a revised set of the Plans responsive to the City's review comments. If the Developer and/or the Developer's architect and/or professional engineer fails to deliver a revised set of the Plans to the City on or before said fifth (5<sup>th</sup>) business day, the Developer shall pay to the City an additional Five Hundred Dollars (\$500.00) at the time of issuance of the building permits relating to the Plans for each business day after said fifth (5<sup>th</sup>) business day and the day the revised Plans are delivered to the City;

(4) The process described in paragraphs (2) and (3), above, shall continue until the City has determined the Plans are acceptable and building permits may be issued with respect to the Plans. The provisions relating to the remedies of the Parties in the event of the delay in returning comments and revisions of the Plans, respectively, set forth in paragraphs (2) and (3), above, shall also apply to each round of review and revisions, with the deadline extensions for Completion of Construction set forth in Sections 2.1(c)(2)(b) and (c) and additional fees imposed during each round of review being cumulative;

(5) Notwithstanding the definition of "the Plans" set forth above, if the plans and specifications for (i) the three (3) Shell Buildings described in Section 2.1(c)(2)(b) and/or (iii) the Additional Private Improvements described in Section 2.1(c)(2)(c) are submitted on different dates and/or the dates for comments and/or submission of revised plans and specifications result in differences in the timelines, then paragraphs (1) through (4) herein shall be applied separately to each set of plans and specifications;

(6) Upon the City's fourth (4<sup>th</sup>) review of the Plans, the City shall not return any review comments that were not previously provided to the Developer and/or the architect or professional engineer during the City's first (1<sup>st</sup>), second (2<sup>nd</sup>), or third (3<sup>rd</sup>) review of the Plans relating to matters on which comments could have been made during a review of a prior submission of the Plans. The foregoing sentence shall not apply to the City review comments that (i) relate to life/safety issues that would be negatively impacted if the Plans are not revised to correct such matter, (ii) address matters in prior review comments that the Developer and/or the architect or professional engineer have failed to address in the revised Plans, and/or (iii) relate to changes in the revised Plans that affect

elements of the Plans regarding which comment was not previously made and that now require alteration in order for the Plans to comply with applicable Governmental Rules. If the City determines that the Plans are not sufficiently complete and in compliance with all applicable City ordinances and codes after the fifth (5<sup>th</sup>) review of the Plans, and is, therefore, unable to issue a building permit, the time by which Completion of Construction must occur with respect to Section 2.1(c)(2)(b) and/or (c) shall be changed from one (1) year after issuance of building permits by the City to one (1) year after the date the City delivers the fifth (5<sup>th</sup>) set of review comments to the Developer and/or the Developer's architect and/or professional engineer. The City's review comments regarding the Plans to the Developer and/or the architect or professional engineer shall be limited only to compliance with the applicable City ordinances and codes;

(7) For purposes of determining the deadlines set forth in Sections 2.1(c)(2)(b) and (c), the date the one (1) year period described in Sections 2.1(c)(b) and (c) shall commence on the third (3<sup>rd</sup>) business day after the City notifies the Developer in writing that the Plans have been approved and that the City is prepared to issue a building permit upon payment of all fees notwithstanding that the building permit fees and any amounts required to be paid by the Developer pursuant to this Section 2.1(j) have not been paid.

(8) Notwithstanding any other provisions in the Agreement, upon written request of the Developer, the City agrees to release all civil engineering plans that have been reviewed and approved by the City's Director of Public Works prior to approval of any detailed site plan or amended detailed site plan required by any Governmental Rule to be approved by the City in relation to development of any portion of the Property on which any of the Additional Private Improvements for which a deadline for Completion of Construction has been established in this Section 2.1 are to be constructed. The Developer understands, acknowledges, and agrees that the Developer is at risk of being required to remove, relocate, and/or reconstruct, at the Developer's sole cost, any improvements constructed prior to the City's approval of a detailed site plan or amended detailed site plan for the portion of the Property to be served by such improvements and hereby agrees to release, indemnify, and hold the City harmless from any costs incurred by the Developer and/or the Developer's successors and/or assigns regarding claims for reimbursement for any costs incurred in relation to the removal, relocation, and or-reconstruction of improvements constructed prior to approval of a detailed site plan based on civil plans approved by the City's Director of Public Works for the portion of the Property to be served by such improvements or on which such improvements are located.

(k) Inspections for Additional Private Improvements. Notwithstanding any other provisions in the Agreement, the City shall perform all inspections and re-inspections related to construction of the Additional Private Improvements and provide a written report not later than the end of the second (2<sup>nd</sup>) complete business day after receipt of the Developer's request for such inspection and payment of any required inspection fees, which inspections, reports, and approvals shall not be unreasonably withheld or delayed. The deadline for Completion of Construction set forth in Section 2.1(c) with respect to an Additional Private Improvement for which the City fails to provide an inspection report within the time required by the previous sentence shall be extended by one business day for each business day occurring after said deadline until the requested

inspection report is delivered to the Developer. For purposes of this Section 2.1(k), the City's delivery of the requested inspection report to the contractor or subcontractor identified on the applicable construction permit application shall be deemed delivery of the requested inspection report to the Developer. The Developer acknowledges that the City's failure to deliver an inspection report within the time provided by this Section 2.1(k) shall only extend the deadline for Completion of Construction of the Additional Private Improvement to which the inspection report applies and not all other Additional Private Improvements.

Section 2.2. Project Scope. Subject to the terms and conditions set forth in this Agreement, (a) the Developer shall cause the construction of Public Improvements, and upon Completion of Construction and acceptance of the Public Improvements, the City shall own the Public Improvements; (b) the remaining improvements of the Mercer Crossing Development, including the Private Improvements shall be owned by the Developer, the HOA, or other private parties; (c) the Developer shall plan, design, construct, and complete the Private Improvements and the Public Improvements (or cause such Public Improvements to be constructed), subject to the City's approval as provided herein; and (d) the City and the Developer shall fund their respective funding commitments as contemplated herein.

Section 2.3. Design and Construction of Mercer Crossing Development and the Public Improvements.

(a) Prior to construction, the Developer shall make, or cause to be made, application for any necessary permits and approvals required by the City and any applicable governmental authorities to be issued for the construction of the Private Improvements and the Public Improvements. The Developer shall require the design, inspection and supervision of the construction of the Private Improvements and the Public Improvements Projects, to be undertaken in accordance with the City's standards and regulations.

(b) Prior to Commencement of Construction of the Private Improvements or the Public Improvements, the Developer shall submit, or cause to be submitted, plans and specifications for approval by the City, which approval shall follow regular City processes.

(c) The Developer shall, and shall require its contractors to, comply with all local and state laws and regulations regarding the design and construction of the Private Improvements and the Public Improvements applicable to similar facilities constructed by the City, including, but not limited to, any applicable requirement relating to payment, performance and maintenance bonds. Upon Completion of Construction of any portion of the Public Improvements, the Developer shall provide the City with a final cost summary of all costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the customary affidavits executed by the Developer and/or its contractors with regard to that portion of the Public Improvements.

(d) Except as otherwise provided in this Agreement, the construction of the Public Improvements shall be in accordance with the Standard Specifications for Public Works



Construction published by the North Central Texas Council of Governments, as amended, and as modified by the City, and to the extent applicable are hereby incorporated by reference.

(e) The Developer agrees to cause the contractors and subcontractors which construct the Public Improvements to provide payment bonds and performance bonds for the construction of the Public Improvements to ensure completion of the Public Improvements in the same manner as contracts that are subject to Chapter 2253, Texas Government Code, in forms reasonably satisfactory to the City.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with the Regulatory Requirements, including the provision of payment and performance bonds customarily required by the City.

(g) Prior to or concurrently with the Commencement of Construction of any Public Improvements, the Developer shall dedicate or convey by separate instrument, without cost to the City and in accordance with the Regulatory Requirements, the rights-of-way and easements necessary for the construction, operation, and maintenance of the Public Improvements.

#### Section 2.4. Construction Agreements.

(a) The following requirements apply to Construction Agreements:

(i) Plans and specifications shall comply with all Regulatory Requirements;

(ii) Prior to Commencement of Construction for any Public Improvement (or portions or segments thereof), the Developer shall provide to the City fully executed copies of all Construction Agreements, and thereafter the Developer shall provide the City with any amendments, supplements, and change orders thereto;

(iii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iv) Each Construction Agreement shall provide that if any provision is in conflict with this Agreement, this Agreement shall control to the extent of the conflict.

(v) Each Construction Agreement shall provide that the Contractor shall indemnify the City and the Developer for the negligent acts or omissions of the Contractor.

(vi) Each Construction Agreement shall substantially adhere (as determined by the City) to the budgeted costs of the Public Improvements as approved by the City.

(b) Each Construction Agreement shall require the Contractor to carry the following types of insurance for the Contractor and for the subcontractors working under or for the Contractor:

(i) Commercial general liability insurance insuring the City, Contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of the Developer, the Contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The Contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the Contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Builder's Risk insurance in the amount of the construction values;

(iv) \$10,000,000 Umbrella/Excess insurance;

(v) Automobile insurance covering all operations of the Contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(c) Each Construction Agreement shall include the following with respect to insurance coverage required by this Agreement:

(a) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(b) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(c) Policies shall be procured from financially sound and reputable insurers licensed to do business in the State of Texas and having an AM. Best rating of not less than A-8 or, if not rated with AM. Best, the equivalent of A.M. Best's surplus size of A-8 (or otherwise approved by the City Manager);

(d) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City thirty (30) days' written notice prior to any cancellation, termination or material change of coverage; and

(e) The Developer shall cause each Contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of

premium. On every date of renewal of the required insurance policies, the Contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

(d) City's Role. The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Private Improvements or the Public Improvements (before, during or after construction) except to the extent of the reimbursement of the costs of the Public Improvements as set forth in Article III herein. The Developer will not hold the City responsible for any costs of the Private Improvements or the Public Improvements other than the reimbursements described in Article III herein. The City shall have no liability for any claims that may arise out of design or construction of the Private Improvements or the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with the Private Improvements and the Public Improvements.

Section 2.5. Project Scope Verification: Private Improvements and Public Improvements. The Developer will from time to time, as reasonably requested by the City, verify to the City that the Public Improvements and Private Improvements are being constructed substantially in accordance with the Plans and Specifications and Site Plan approved by the City. To the extent the City has material concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 2.6. Joint Cooperation; Access for Planning and Development. During the planning, design, development and construction of the Private Improvements and the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. To ensure that neither the design nor the construction of the Private Improvements or the Public Improvements is delayed due to delays in the delivery of the City responses or delays in other required City actions, the City shall assign at all times an adequate number of City personnel to the Mercer Crossing Development and shall respond and cause City personnel to respond in an expeditious manner to all submissions and requests by the Developer. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 2.7. City Not Responsible. By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under applicable law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications, including the Site Plan, is solely for the City's own purposes, and the

City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications and the Site Plan.

Section 2.8. Permits; Fees. The Developer shall contractually obligate and cause each general contractor, architect, engineer and consultant working on the Private Improvements and the Public Improvements to obtain (and to contractually obligate their respective subcontractors working under or for each general contractor, architect, engineer and consultant to obtain), as applicable, all City permits, licenses and approvals required by law, rule, regulation or ordinance in connection with the construction of the Private Improvements and the Public Improvements and all other permits or approvals (if any) issued by other governmental agencies. The Developer shall cause all work on the Private Improvements and the Public Improvements to be performed in accordance with all applicable laws and all directions and regulations of all government bodies/agencies having jurisdiction and in a good and workmanlike manner.

Section 2.9. Construction Contracts: Private Improvements and Public Improvements. The Developer shall have the right and responsibility to negotiate and enter into all contracts necessary for the design, engineering, construction and completion of the Public Improvements and Private Improvements. All contracts relating to the design, development, renovation and construction of the Public Improvements shall: (i) indemnify the City and its officers and employees against any costs or liabilities thereunder, and (ii) acknowledge that the City has no obligations and liability thereunder, and (iii) otherwise comply with the other requirements of this Agreement.

Section 2.10. Additional Requirements. In connection with the design and construction of the Public Improvements, the Developer shall take or contractually obligate the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City copies (both hard copy and electronic format, to the extent the Developer has both formats), the Plans and Specifications for the Private Improvements and the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas;



(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all applicable laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) The Developer shall or shall cause its General Contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the General Contractor or its subcontractors to property or facilities of the City and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs or such damage;

(h) The Developer shall provide the City one complete set of as-built drawings (hard copy and electronic format, to the extent the Developer has both formats) for the Public Improvements, in accordance with Applicable Law;

(i) The Developer shall promptly obtain correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements;

(j) The Developer shall submit its General Contractors' haul routes to the City for advance approval;

(k) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City, copies of the results of all such tests. The Developer shall deliver to the City the results of all such tests not previously delivered to the City; and

(l) If any of the foregoing entities or persons shall fail in a material respect to perform any of its contractual obligations described above (or elsewhere under this Agreement), the Developer shall use commercially reasonable efforts to enforce such contractual obligations against such entities or persons.

Section 2.11. Revisions to Scope and Cost of Public Improvements. The Public Improvements and Public Improvement Project Costs, as set forth on Exhibit B may be modified or amended from time to time upon the approval of the City Manager or designee; provided that the total cost of the Public Improvement to be reimbursed to the Developer pursuant to the

Reimbursement Agreement shall not exceed such amount as set forth in the Reimbursement Agreement. Should the Public Improvements be amended by the City council in the Service and Assessment Plan pursuant to Chapter 372, Texas Local Government Code, as amended, the City Manager shall be authorized to make corresponding changes to Exhibit B.

Section 2.12. City Police Powers. The Developer recognizes the authority of the City under its charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its General Contractor's construction activities on or at the Mercer Crossing Development, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. Whenever, in the City's judgment such action is required, the City shall immediately notify the Developer to resolve the situation. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by the General Contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and its General Contractor.

Section 2.13. Title and Mechanic's Liens.

(a) Title. The Developer agrees to do nothing before or during construction that would cloud or otherwise prejudice the City's ability to secure clear title to the Public Improvements and its constituent components.

(b) Mechanic's Liens. The Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any Contractor by or on behalf of the Developer. The Developer agrees that the Developer will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 2.14. City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, repair, renovation, replacement, or operation of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 2.15. Right of the City to Make Inspection. At any time, the City shall have the right, at reasonable times, and on reasonable notice, to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements.

Section 2.16. Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Public

Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 2.17. Public Improvement Constructed on City Land or the Property. If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 2.18. Development Standards, Building Materials, and Architectural Standards and Styles. The Parties acknowledge and understand that the PD-99 Ordinance and other ordinances enacted by the City contains provisions that may or does (i) prohibit, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building otherwise approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of a building, or (ii) establishes a standard for a building product, material, or aesthetic method in the construction, renovation, maintenance, or other alteration of a residential or commercial building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, such that such provision(s) may be void as a matter of law pursuant to Chapter 3000 of the Texas Government Code effective September 1, 2019. Notwithstanding the foregoing, the Developer agrees to (a) comply with all provisions of the PD-99 Ordinance and City ordinances regulating the use and application of building, construction, and architectural standards and materials for buildings constructed on the Property, which provisions shall be deemed to be incorporated as part of this Agreement by reference as if set forth fully herein and (b) require, through the adoption of private restrictive covenants applicable to the Property prior to the issuance of the 350<sup>th</sup> building permit for the construction of a single- family residential dwelling on the Property, that successors in title to the Property comply with all provisions of the PD-99 Ordinance and City ordinances regulating the use and application of building, construction, and architectural standards and materials. Further, the Developer acknowledges, agrees, and represents that the

Developer's agreement to the foregoing was made as the result of bargained for consideration with the City, the receipt and sufficiency of which is hereby acknowledge by the Developer.

## ARTICLE II-A

### CITY PARK DEVELOPMENT

Section 2A.1 Generally. As further consideration for this Agreement, the Developer agrees to develop and convey the City Park Property to the City in accordance with the provisions of this Article II-A.

#### Section 2A.2. Title and Survey.

(a) Not later April 1, 2022, the Developer will, at the Developer's expense, cause the Title Company to issue, with respect to the Property, the following:

(1) a current commitment for an Owner's Policy of Title Insurance for the City Park Property from the Title Company, setting forth the state of title to the City Park Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the City Park Property, together with all exceptions or conditions to such title;

(2) best available copies of all documents referenced in the Title Commitment;  
and

(3) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Not later than May 1, 2022, the Developer shall, at the Developer's expense and option, obtain a survey (the "Survey") of the City Park Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Commitment and shall set forth a metes and bounds description of the Property. If different than the platted description of the City Park Property, then the boundary description contained in said Survey shall be used by the Parties as the boundary description contained in the Special Warranty Deed (defined below). Otherwise, the platted lot description will be used in the Special Warranty Deed.

(c) Not later than ten (10) days after the City receives the last of the Survey and the Title Commitment, the City shall notify the Developer and the Title Company in writing of any objections to the Survey or Title Commitment related to the City Park Property. If the City timely delivers to the Developer written objections in accordance with this Section 2A.2(c), the Developer shall attempt to satisfy same prior to Closing at the Developer's cost. Any exception to title to



which the City does not timely object in accordance with this Section 2A.2(c) or to which the City objects but are subsequently waived by the City shall be deemed to be Permitted Exceptions.

(d) Notwithstanding anything in Section 2A.2(c) to the contrary, upon completion of the Park Improvements (as defined and required in Section 2A.10, below) and satisfaction of all other conditions to Closing, the Title Commitment shall be updated and delivered to the Parties. Not later than five (5) calendar days after receipt of such updated Title Commitment, the City shall notify the Developer and Title Company of any objections to exceptions to title shown on Schedule B on the updated Title Commitment which were not present on the original Title Commitment ("the Additional Objections"). If the City timely delivers to the Developer written objections in accordance with this Section 2A.2(d), the Developer shall resolve such objections prior to Closing at the Developer's cost. Any exception to title to which the City does not timely object in accordance with this Section 2A.2(d) or to which the City objects but are subsequently waived by the City shall be deemed to be Permitted Exceptions.

Section 2A.3. Inspections. The City and its agents, employees, or contractors shall have the right to enter upon the City Park Property during regular business hours upon reasonable notice to the Developer and conduct such inspections, tests and studies as the City may deem necessary; provided, any intrusive testing shall require the prior written consent of the Developer, not to be unreasonably withheld. The City shall be solely responsible for any damages caused thereby, and any claims arising therefrom. The City shall restore any damages to the City Park Property caused by the City or any of its employees, agents, contractors, or consultants not later than ten (10) days after any entry on to the City Park Property and receipt of written notice from the Developer.

Section 2A.4. Closing. The closing on the conveyance of the City Park Property in accordance with the terms of this Agreement (the "Closing") shall occur at the Title Company or by mail or overnight delivery service not later than the later of (a) the fifteenth (15<sup>th</sup>) day after completion of construction of the Park Improvements (as defined in Section 2A.10) by the Developer and acceptance of the Park Improvements by the City or at such other time as may be agreeable to the Parties and (b) the fifteenth (15<sup>th</sup>) day after recording of a final plat which provides for and describes the City Park Property as separate platted lots.

Section 2A.5. Closing Deliverables.

(a) At the Closing, the Developer shall deliver to the Title Company:

(i) a special warranty deed, in form and substance reasonably acceptable to the City, conveying good and indefeasible title to the City Park Property to the City, free and clear of any and all encumbrances except the Permitted Exceptions (as defined in Section 2A.9, below), including a release of any lien for PID Assessments encumbering the City Park Property;

(ii) a bill of sale, in form and substance reasonably acceptable to the City, conveying good and indefeasible title to the Park Improvements to the City, free and clear of any and all encumbrances and security interests;

(iii) such other documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the then current appraised value of the City Park Property (without taking into account any special valuations, exceptions, or exclusions) as established by the Dallas Central Appraisal insuring such title to the Purchaser; and

(iv) possession of the City Park Property, free of parties in possession except as set out in Schedule B of the Title Commitment, as depicted in the Survey, and as provided by law in the lien in favor of taxing authorities for real property taxes not yet due and payable.

(b) At the Closing, the City shall deliver to the Developer through the Title Company:

(i) such documents as may be reasonably required by the Title Company; and

(ii) such written confirmation addressed to the Developer acknowledging that the Developer has completed the Park Improvements and satisfied the conditions of this Agreement with respect to development and conveyance of the City Park Property.

Section 2A.6. Taxes. The Developer shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorneys' fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs, except as hereinafter provided. In addition, the Developer will pay at Closing the pro-rated amount of ad valorem taxes for the City Park Property for the calendar year of Closing in accordance with Texas Tax Code §26.11. PURCHASER IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY IT FROM AND AFTER THE DATE OF ITS CONVEYANCE TO PURCHASER. If the City Park Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the Closing, and if additional taxes, penalties, or interest are assessed pursuant to Texas Tax Code §23.55 or under the other provision of law as the result of any change in use of the City Park Property prior to Closing, the Developer will be responsible for the payment of such additional taxes.

Section 2A.7. PID Assessments. The Developer shall pay at or before Closing the remaining balance of all Assessments levied against the City Park Property in accordance with the Service and Assessment Plan and any applicable City ordinance, or otherwise cause said Assessments to be reallocated to the Townhouse Tract or other property in accordance with the Service and Assessment Plan.

Section 2A.8. Closing Costs.

(a) The Developer agrees to pay and be responsible for the following closing costs at Closing:

- (1) All costs related to obtaining any release of mortgage and liens on the City Park Property, including the costs of preparation and recording of any related releases of liens; and
  - (2) The fees and premiums for the Basic Owners Title Insurance Policy;
  - (3) The Title Company's escrow fees;
  - (4) Costs for any tax certificates issued;
  - (5) The Developer's attorneys' fees, if any;
  - (6) The recording fee for the special warranty deed; and
  - (7) Such other incidental costs and fees customarily paid by sellers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.
- (b) The City agrees to pay and be responsible for the following closing costs:
- (i) All fees and premiums for any other amendments and endorsements to the Basic Owner's Title Policy which the City requests, including the deletion of the standard survey exception;
  - (ii) The City's attorneys' fees; and
  - (iii) Such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

Section 2A.9. Permitted Exceptions. The (i) lien for current taxes not yet due and payable, (ii) any matters shown on the Title Commitment which are promulgated by law to appear in any title insurance commitment or policy, (iii) any exceptions to title to which the City does not timely object in accordance with Sections 2A.2(c) and/or 2A.2(d), above, or to which the City objects but are subsequently waived by the City, (iv) zoning ordinances, (v) existing oil and gas leases and reservations of the mineral estate, and (vi) items shown on the Survey, shall not be valid objections to title and shall be deemed to be "Permitted Exceptions". Subject to the foregoing, as a condition of Closing, the Developer must resolve, at the Developer's sole cost, the items that are listed on Schedule C of the Title Commitment (original or updated) which are by their nature the Developer's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under the Developer after February 15, 2022 (including, but not limited to, any and all mechanics' and materialman's liens assessed against the City Park Property relating to construction of the Park Improvements), and use due diligence to cure the title and survey objections that Seller has agreed in writing to cure pursuant to Sections 2A.2(c) and/or 2A.2(d), above, if any.

Section 2A.10 Construction of Park Improvements. As a condition of Closing, the Developer shall construct and/or install the Park Improvements on the City Park Property in accordance with the following:

(a) Definitions: As used in this Article 2A, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“Approved Plans” means the version of the Construction Documents that have been approved by the Directors on behalf of the City.

“City Design Professional” means either a Texas licensed landscape architect and/or professional engineer employed or engaged by the City for the purpose of designing the Park Improvements and preparing the Construction Documents.

“Commencement of Construction” means (i) the Approved Plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Park Improvements on the Property; (ii) all necessary permits for the construction of the Park Improvements pursuant to the Approved Plans have been issued by all applicable governmental authorities; and (iii) grading of the Property in relation to construction of the Park Improvements has commenced.

“Completion of Construction” means the point in time when the Directors have determined construction and/or installation of the Park Improvements has been substantially completed in accordance with the Approved Plans and have approved the Park Improvements for acceptance by the City at Closing, which approval shall not be unreasonably withheld.

“Construction Documents” means the Construction Documents, consisting of all drawings, plans, specifications, general and special conditions, and other documents relating to the design, installation and construction of the Park Improvements prepared for the City by the City Design Professional and approved by the Parks Director.

“Directors” means, collectively, the Public Works Director and the Parks Director.

“Park Concept Plan” means the drawing attached hereto as Exhibit “H”.

“Parks Director” means the City’s Director of Parks and Recreation, or designee.

“Park Improvements” mean the concrete trails and sidewalks, site furnishings, landscape improvements, irrigation improvements, and other park related improvements to be constructed by the Developer on the City Park Property pursuant to this Article II-A substantially in conformance with the Approved Plans, the Park Concept Plan, and the Detailed Site Plan approved pursuant to the development of the Townhome Tract. As a minimum, the Park Improvements shall include:



- (i) No fewer than thirty-three (33) shade trees not less than three (3) caliper inches measured at four (4) feet above the top of the root ball at time of planting;
- (ii) No fewer than thirty-four (34) ornamental trees not less than three (3) caliper inches measured at four (4) feet above the top of the root ball at time of planting;
- (iii) No fewer than ten (10) park benches substantially similar to the size and design of other benches installed within the Development;
- (iv) At least two (2) water line stub-outs and two (2) electrical line stub-outs within Road C as shown on Exhibit "H," one stub-out each located to allow for extension of water and electricity into the portion of the City Park Property north of said Road C and the portion of the City Park Property south of said Road C;
- (v) A parking lot with no fewer than twenty (20) parking spaces, inclusive of handicap parking spaces;
- (vi) A concrete hike and bike trail not less than eight (8) feet wide;
- (vii) The sculpture titled "Mourning Dove" that is approximately seven (7) feet tall to be installed on a pedestal provided by Developer within the City Park Property; and
- (viii) The initial clearing and grading of the City Park Property in accordance with the Approved Plans.

"Public Works Director" means the City's Director of Public Works or designee.

"TDLR" means the Texas Department of Licensing and Regulation.

(b) Design of Park Improvements.

(1) Preliminary Construction Plans. The Developer shall, at the Developer's sole cost and expense, engage the services of a Texas licensed landscape architect, reasonably acceptable to the City (the "Park Improvements Architect"). Based on the Park Concept Plan, not later June 1, 2022, the Park Improvements Architect, in consultation with the Directors, shall prepare and submit to the Directors a set of preliminary construction plans (the "Preliminary Construction Plans") for the Park Improvements. The Preliminary Construction Plans shall be sufficiently complete to be considered by generally accepted industry standards as 50% complete. The Directors shall approve or reject the Preliminary Construction Plans not later than thirty (30) days after receipt from the Park

Improvements Architect. If the Preliminary Construction Plans are not rejected within said thirty (30) day period, they shall be deemed approved by the City. If the Preliminary Construction Plans are rejected, either or both of the Directors shall provide with the notice of rejection a detailed reason for such rejection. The foregoing process of submission, review, and acceptance or rejection shall continue until the Preliminary Construction Plans are approved, except that the time allowed for the City's review of the subsequent submissions of the Preliminary Construction Plans shall be fifteen (15) days.

(2) Final Construction Documents. Not later than thirty (30) days after approval of the Preliminary Construction Plans by the Directors, the Developer shall cause the Park Improvements Architect to prepare final construction documents for the Park Improvements (the "Final Construction Documents") to be submitted for review and approval by the Directors. The Final Construction Documents, when submitted, shall be sufficiently complete to be considered by generally accepted industry standards as 100% complete. Either or both of the Directors, as applicable, shall review and either reject or approve the Final Construction Documents and provide comments to the Park Improvements Architect and Developer not later than thirty (30) days after delivery to the Directors. If the first submission of the Final Construction Documents are not rejected within said thirty (30) day period, they shall be deemed approved and shall constitute the Approved Plans. If the Final Construction Documents are rejected, either or both of the Directors shall provide with the notice of rejection a detailed reason for such rejection. The foregoing process of submission, review, and acceptance or rejection shall continue until the Final Construction Documents are approved and become the Approved Plans except that the time allowed for the City's review of the subsequent submissions of the Final Construction Documents shall be fifteen (15) days.

(3) The design of the Park Improvements shall be executed in a manner that provides for a full stand of permanent warm-season grass to be established. Developer and/or the Park Improvements Architect will register with the TDLR's Architectural Barriers Program, have the Final Construction Documents reviewed and approved by a Registered Accessibility Specialist (RAS), and pay associated project registration and plan review fees. Notwithstanding anything to the contrary in Section 2A.10(b)(2), above, the Final Construction Documents shall not become Approved Plans until the Final Construction Documents have been approved by the RAS acting on behalf of TDLR.

(4) Nothing in this Section 2A.10(b) shall be construed as prohibiting the Park Improvements Architect from submitting to the Directors for interim review additional versions of plans and specification for comment; provided, however, the provisions of Sections 2A.10(b)(1) and 2A.10(b)(2) and the times for performance set forth therein shall only apply to those sets of plans and specifications which, when delivered to the Directors, are represented in writing to be the "Preliminary Construction Plans" and "Final Construction Documents" submitted in accordance with Section 2A.10(b)(1) and Section 2A.10(b)(2), respectively.

(b) Construction of Park Improvements. The Developer shall construct and install the Park Improvements at the Developer's cost in accordance with the Approved Plans and the

construction standards adopted by the City as of the date of Commencement of Construction subject to the following:

(1) The Developer shall be solely responsible for prosecuting all elements relating to construction and installation of the Park Improvements including, but not limited to (i) obtaining a qualified contractor, entering into all necessary contracts, and construction contract management; (ii) survey for design and staking; (iii) the cost of all utilities for the Park Improvements used during construction until Closing; (iv) repair and maintenance of Park Improvements until Closing; and (v) obtaining all required TDLR inspection of the Park Improvements for compliance with the Texas Accessibility Standards, including inspection fees due any third party inspector acting on behalf of TDLR;

(2) In addition to such inspections as may be required by applicable City ordinances relating to the construction and installation of the Park Improvements, the City shall be authorized to enter the Property during construction of the Park Improvements at reasonable times to conduct such inspections of the work being performed on the City Park Property to ensure compliance of such work with the Approved Plans. Failure of the City to notify the Developer of any non-compliance with the Approved Plans of which the City becomes aware shall not constitute a waiver of the City's right under this Agreement to require such compliance as a condition for determining Completion of Construction has occurred, unless the City intentionally failed to disclose such noncompliance. Notwithstanding anything contained herein to the contrary, the City's right to enter the City Park Property during construction shall not entitle the City, while onsite, to direct the contractors performing work on the City Park Property but the City shall deliver to the Developer any recommendations regarding the work to be performed by a contractor and/or any disclosures of non-compliance;

(3) Commencement of Construction of the Park Improvements shall commence not later than sixty (60) days after approval of the Approved Plan; and

(4) Subject to any delay caused by Force Majeure, Completion of Construction of the Park Improvements shall occur not later than forty-five (45) days after acceptance by the Public Works Director on behalf of the City of all public improvements (i.e. streets, sidewalks, public water and sanitary sewer lines, drainage facilities, etc.) required by the City's subdivision regulations to be constructed or installed in accordance with the plans and specifications approved by the Public Works Director in association with the development of the Townhome Tract.

(c) Change Orders. Developer shall submit to the Directors all proposed change orders for approval prior to any contractor acting upon such change order. The approval of the Directors shall not be reasonably held or delayed. Change orders not rejected by one or both of the Directors within five (5) business day after delivery to the Directors shall be deemed approved.

(d) Bonds; Manufacturer Warranties. At or prior to Closing, the Developer shall cause its contractor and sub-contractors to deliver to the City a maintenance bond for a period of two (2)

years following the Completion of Construction of the Park Improvements for the materials and workmanship for the respective portion of the Park Improvements and shall cause the assignment to the City of all manufacturer's standard warranties for all components of the comprising the Park Improvements that are subject to manufacturer warranties.

(e) Park Improvements by the City and Others. The Parties agree that the Developer shall not be responsible for the installation or construction of the following improvements on the City Park Property, or the costs related thereto, notwithstanding the design of such improvements being included in the Approved Plans and/or appearing on the Park Concept Plan:

- (i) The installation of irrigation systems;
- (ii) The planting or seeding of turf grass, ornamental grass, ornamental shrubs, or other landscaping other than specifically defined as a Park Improvement; and
- (iii) The purchase and/or installation of playground equipment, exercise equipment, play courts, or other recreational facilities or improvements.

(f) Withhold of Building Permits for Townhome Tract. The Parties understand, acknowledge, and agree that the City's agreement to the provisions of this Article II-A constitute good, valuable, and additional consideration for the City's agreement to other amendments to the Original Agreement that are embodied in this Agreement. In addition to such other remedies that may be afforded to the City pursuant to this Agreement, the Developer agrees that the City shall have no obligation to issue any permits for the construction of dwelling units on the Townhome Tract unless and until (i) Completion of Construction of the Park Improvements has occurred, (ii) a final plat describing the City Park Property as separate platted lots has been approved and recorded in the Official Public Records of Dallas County, Texas, and (iii) Closing on the conveyance of the City Park Property to the City has occurred.

### ARTICLE III

#### FUNDING FOR CONSTRUCTION AND MAINTENANCE OF THE MERCER CROSSING DEVELOPMENT

##### Section 3.1. Developer Financial Obligations: Construction.

(a) The Developer shall be responsible for the costs of the Private Improvements and the Public Improvements with a right to certain reimbursements as set forth in Section 3.3.

(b) The Developer must close on its Private Financing for the Initial Private Improvements and the PFA Bond Financing must close by the Financing Date. If such financings are not closed by the Financing Date, this Agreement shall terminate.

##### Section 3.2. City Financial Obligations: Construction.



(a) The City shall not be responsible for the initial payment of the costs to construct Public Improvements and shall not be responsible for the costs to construct the Private Improvements.

(b) The City shall reimburse the Developer for the Project Costs of the Public Improvements in an amount up to but not exceeding a total amount of \$43,247,845 (plus interest as identified in the Service and Assessment Plan) as set forth in Sections 3.3 and in the Reimbursement Agreement. The Developer may submit monthly Certificates for Payment to the City for the City to approve Public Improvement Project Costs but all reimbursement of Public Improvement Project Costs from the Assessment Account of the Assessment Fund pursuant to this Agreement shall be made at the times and in the manner set forth in the Reimbursement Agreement. Any payments made to the Developer pursuant to the PFA Bond Financing shall be made pursuant to the bond documents or indenture relating to such PFA Bond Financing.

**Section 3.3. Public Improvements Reimbursement from Assessment Fund.**

(a) The reimbursement for Public Improvement Project Costs described in Section 3.2(b) above shall not commence until the Developer has submitted and the City has approved a Certificate of Payment for the Public Improvement Project Costs for which payment or reimbursement is sought by the Developer. The City may accept the Public Improvements in stages or segments, at its discretion, and for those portions or segments for which the City has approved a Certificate for Payment, reimbursement shall begin pursuant to this Article and, more specifically, pursuant to the Reimbursement Agreement.

(b) The City shall make such payments or reimbursements upon the approval by the City of a Certificate for Payment for the Public Improvement Project Costs for which payment or reimbursement is sought by the Developer, pursuant to the terms of the Reimbursement Agreement. Such reimbursement or payment shall be made solely from funds available for such reimbursement in the Assessment Account of the Assessment Fund from the levy of Assessments within the PID and from the TIF Revenues.

(c) The payment of the reimbursement under this Section and the Reimbursement Agreement shall be made semi-annually from funds available in the Assessment Account of the Assessment Fund from collections of the Annual Installment in each fiscal year and from TIF revenues deposited thereto pursuant to the TIF Reimbursement Agreement, for the term set forth in the Reimbursement Agreement.

(d) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement. Such payments shall be made upon the City's approval of a Certificate of Payment for Public Improvements Costs for which payment or reimbursement is sought by the Developer.

(e) Reimbursement shall be made only for the Public Improvement Project Costs as set forth in this Agreement, the TIF Ordinance, the Service and Assessment Plan and in the Reimbursement Agreement, as approved by the City. Any additional public improvements

constructed by the Developer and dedicated to the City shall not be subject to reimbursement under the terms of this Agreement.

Section 3.4. Remaining Funds after Completion of a Public Improvement. Upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment of all outstanding invoices for such Public Improvement, if the Actual Cost(s) of such Public Improvement is less than the budgeted cost(s) as set forth in the Service and Assessment Plan (a "Cost Underrun"), any remaining budgeted cost(s) will be available to pay Overruns on any other Public Improvement upon approval by the City Representative. Any Cost Underrun for any Public Improvement is available to pay Overruns on any other Public Improvement and may be added to the amount approved for payment in any Certificate for Payment, as agreed to by the City Representative.

Section 3.5. Reimbursement Process for Public Improvements.

(a) The City shall authorize funds to reimburse the Developer pursuant to the terms of the Reimbursement Agreement for the Public Improvement Project Costs upon the City's approval of a Certificate for Payment for the Public Improvements (or segment or stage thereof). The Developer shall submit a Certificate for Payment to the City for Public Improvement Project Costs. The form of the Certificate for Payment is attached hereto as Exhibit F. The City may make such revisions to the form as it deems necessary for the reimbursement of the Public Improvement Project Costs. The City shall review the sufficiency of each Certificate for Payment with respect to compliance with this Agreement, compliance with the City Regulations, and compliance with the Plans and Specifications. The City shall review each Certificate for Payment on a timely basis and in accordance with its normal process for payment of construction costs of similar public improvements and upon approval, authorize the payment of funds for such Public Improvement Project Costs from the Assessment Account of the Assessment Fund, as set forth in the Reimbursement Agreement, provided that funds are available in the Assessment Account of the Assessment Fund. In order to timely respond to the Developer's Certificates for Payment, the City may request that the Developer to pay the costs associated with a contract inspector hired by the City specifically for the Mercer Crossing Development. If the City requests such additional contract inspector and the Developer does not provide funding or otherwise objects to such additional contract inspector, then the time for response by the City to a Certificate for Payment may be delayed and extended, and the Developer shall have no resource hereunder. The Developer may submit a Certificate for Payment on a monthly basis; provided however, that reimbursement or payment for Public Improvement Project Costs shall be made on an semi-annual basis pursuant to the Reimbursement Agreement from funds on deposit in the Assessment Account of the Assessment Fund.

(b) The Developer Certificate for Payments shall, at a minimum:

- (i) Have attached to it a copy of an invoice(s) relating to such Public Improvement Project Costs which reasonably identifies the payee (or payees), the goods, services and/or materials provided by such payee (or payees) and the total amount paid with respect to such goods, services and/or materials;

- (ii) Contain, in the case of any Public Improvement Project Cost covered by such Certificate for Payment that was incurred in connection with services, goods or materials provided by the General Contractor or any other contractor, was executed by the project architect for the purpose of confirming that such services, goods or materials were satisfactorily delivered or completed as the case may be;
- (iii) Contain, in the case of any Public Improvement Project Costs covered by such Certificate for Payment that was incurred under contracts providing for the fees of the Developer, or any of their respective employees or agents has been certified by the Developer for the purpose of confirming that the amount reflected in the invoices attached to such Certificate for Payment with respect to such costs is consistent with the terms of the written contract pursuant to which such costs were incurred.

(c) If the City timely disapproves of the Certificate for Payment by delivering a detailed notice to the Developer, then payment with respect to disputed portion(s) of the Certificate for Payment shall not be made until the Developer and the City have jointly settled such dispute. The City and the Developer shall meet promptly and cooperate in good faith to resolve any such disputes as expeditiously as possible.

(d) Pursuant to Section 3.5 herein and the Reimbursement Agreement, the City shall reimburse the Public Improvement Project Costs as set forth in Exhibit B from funds available in the Assessment Account of the Assessment Fund. In the event that changes any Public Improvement Project Costs line item as set forth in Exhibit B exceeds 5% of the original budget cost, or a budget category, as set forth on page 1 of Exhibit B is exceeded, the Developer must submit such changes to the City Representative for approval prior to the expenditure of any funds to construct such Public Improvements.

#### Section 3.6. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at its own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City at a location within Dallas County that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard and shall retain and maintain all such records for at least 3 years from the date of Completion of Construction of the Public

Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

Section 3.7. Cost Overrun Funding Commitment. The Developer is responsible for funding the costs of the Private Improvements in excess of the Private Financing and all Public Improvement Project Costs in excess of proceeds of the PFA Bonds, subject to reallocation authorized in Section 3.4 herein.

In the case of an Overrun for the Public Improvements, the City and the Developer shall take such steps as are commercially reasonable to change the Plans and Specifications for the Public Improvements to minimize or eliminate the Overrun. If, following this process, it is determined that there are still Overruns, then the Developer shall pay for such Overruns. The Developer shall provide City with reasonable assurances the sufficiency of which shall be in the sole discretion of the City, that it has or will be able to obtain the financial resources to fund such Overruns. In no event shall the City's contribution exceed the limits set forth in the Reimbursement Agreement. If the Developer does not fund Overruns and complete the Public Improvements, pursuant to the requirements of this Section, this Agreement shall terminate pursuant to Article V.

#### Section 3.8. Developer's Private Financing.

(a) The City is entering into this Agreement in reliance on the ability of the Developer to complete the Public Improvements and the Private Improvements and any Overruns for such projects, notwithstanding 3.4 above. The Developer is planning to finance the Public Improvements through the issuance of the PFA Bonds and the use of the proceeds to construct the Public Improvements. For the Initial Private Improvements to be constructed prior to the City's issuance of a residential building permits (other than for model home builders), as set forth in Section 2.1, the Developer must provide executed loan documents from financial institution(s) in favor of the Developer in a form and content standard to real estate financings of this type in an amount necessary to complete the Initial Private Improvements, no later than the Financing Date.

(b) The Private Financing may be financed in any manner determined by the Developer. The Overruns may be financed in any manner determined by the Developer. The PFA Bonds and the Private Financing shall not be secured by, guaranteed by or payable by any of the funds of the City other than Assessment Revenue and TIP Revenues on deposit in the Assessment Account of the Assessment Fund, and there shall be no lien on or security interest in the Public Improvements or any improvements owned by the City.

### ARTICLE IV TERMINATION

Section 4.1. Developer Termination Events. The Developer may terminate this Agreement upon an uncured Event of Default by the City under this Agreement or the Reimbursement Agreement provided such Event of Default is not cured within thirty (30) days after written notice thereof, provided further, however, if such breach is not capable of being cured within thirty (30) days, such period shall be extended for such reasonable periods as may be required under the



circumstances so long as the City is diligently prosecuting the cure of such breach to completion not to exceed ninety (90) days.

Section 4.2. City Termination Events.

(a) The City may terminate this Agreement if the Developer does not obtain Private Financing for the Initial Private Improvements by the Financing Date.

(b) The City may terminate this Agreement if the Developer does not obtain the PFA Bond Financing by the Financing Date.

(c) The City may terminate this Agreement if Commencement of Construction of the Initial Private Improvements and the Public Improvements has not begun by the Construction Commencement Date.

(d) The City may terminate this Agreement with respect to any Public Improvements (or segment or phase thereof) that have not been approved by the City pursuant to a Certificate for Payment on or before the Public Improvement Completion Date.

(e) The City may terminate this Agreement with respect to any Public Improvement Project Costs that have not been approved by the City pursuant to a Certificate for Payment if the Developer does not fund Overruns pursuant to Section 3.7 or pursuant to Section 3.4 upon approval of the City Representative.

(f) The City may terminate this Agreement upon an Event of Default by the Developer pursuant to Section 5.1 herein. For those Public Improvement Project Costs which have been approved by the City pursuant to a Certificate for Payment, the Reimbursement Agreement and this Agreement shall continue, but this Agreement and any reimbursement due herein shall terminate with respect to the remaining costs of the Public Improvements (or portion or segments thereof) that have not been approved by the City pursuant to a Certificate for Payment.

Section 4.3. Termination Procedure. If either Party desires to terminate this Agreement pursuant to Section 4.1 or 4.2 such Party must deliver a written notice thereof to the other Party specifying in reasonable detail the factual basis for such termination, and the Parties acknowledge and agree that any costs advanced by the Parties (excluding those previously reimbursed or due for payment or reimbursement pursuant to the terms of this Agreement and Article III, are not subject to payment or reimbursement from the other Party pursuant to this Agreement.

Section 4.4. City Actions Upon Termination. In the event of termination of this Agreement pursuant to Article IV or Article V herein, the City may (i) reduce the Assessments to an amount necessary to pay for any Public Improvements that have achieved Completion of Construction, or (ii) construct or cause to construct the remaining Public Improvements, payable from revenues in the Assessment Account of the Assessment Fund. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this Agreement.

ARTICLE V  
DEFAULT AND REMEDIES

Section 5.1. Developer Default. Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

- (a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer;
- (b) The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement, and the continuation of the failure without cure for a period of thirty (30) days after the written notice thereof by the City to the Developer;
- (c) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;
- (d) Any Event of Default under the Reimbursement Agreement;
- (e) The filing by the Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
- (f) The consent by the Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
- (g) The entering of an order for relief against the Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of the Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
- (h) Criminal misconduct or indictment or civil lawsuit which has an adverse effect on the business or affairs of the Developer such as to materially impact the ability of the Developer to construct the Private Improvements and/or the Public Improvements, as determined by the City in its sole discretion or (ii) commission of a felony by the Developer, any Key Person or representative thereof or Affiliates if in the sole discretion of the City it would materially affect the ability of the Developer to construct the Private Improvements and/or the Public Improvements;
- (i) The failure by the Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID; and
- (j) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

Section 5.2. City's Remedies. With respect to the occurrence of an Event of Default for in any Phase the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement (with respect to those Public Improvements Costs that have not been approved by the City pursuant to a Certificate for Payment). Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. Upon termination by the City, the Developer shall assign to the City any of its contracts and agreements related to the Public Improvements requested by the City to be so assigned. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out-of-pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs and shall thereafter bear interest at the rate specified in this Agreement.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 5.3. City Default. Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement and the Reimbursement Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after written notice thereof is given by the Developer to the City;

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) days after written notice thereof is given by the Developer to the City (provided that if such default cannot reasonably be cured within ninety (90) days, then the City shall have an additional reasonable period of time within which to cure such default, not to exceed an additional ninety (90) days).

Section 5.4. Developer's Remedies. Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, and termination of this Agreement; provided, however, that the

Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

Section 5.5. Limited Waiver of Immunity.

(a) Notwithstanding anything to the contrary herein, the City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by the City under this Agreement;

(ii) The recovery of damages against the City may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance or injunctive relief against the City.

(c) Limitation on Damages. In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

(d) Waiver. Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

## ARTICLE VI

### INSURANCE, INDEMNIFICATION AND RELEASE

Section 6.1. Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall require that each contractor providing work or service on the



Public Improvements provide and maintain certain insurance in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies. Amounts received from insurance policies will be used by the Developer to restore the damage caused by the casualty to the extent set forth and as described in the Leases.

(a) The Developer shall obtain and maintain in full force and effect at its expense, or shall cause each Contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial General Liability Policy Commercial general liability insurance on an occurrence basis protecting and indemnifying the City against claims for injury to or death of person or damage to or destruction of property, such insurance to afford immediate protection to the limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, with overlying umbrella liability insurance coverage of not less than \$5,000,000 as to both injury to or death of persons and damage to or destruction of property and will be endorsed specifically to include within its scope of coverage all liabilities and indemnities for which the Developer is obligated and liable under the terms of this Agreement; and with respect to the umbrella liability insurance coverage will not provide for a self-insured retention in excess of \$25,000;

(ii) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000/\$500,000;

(iii) Business auto liability insurance policy covering motor vehicles owned, not owned and hired by the Developer and Contractors, protecting and indemnifying the Developer and the City against claims for injury to or death of persons, or damage to or destruction of property, such insurance to afford immediate protection to the limit of not less than \$1,000,000 combined single limit covering both injury to or death of persons and damage to or destruction of property;

(iv) Excess Liability Insurance Policy with a limit of not less than \$10,000,000. Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall be provided on a "following form basis". Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed work, including its sub-contractors, consultants and employees;

(v) Property/Builders Risk Insurance Policy for "special causes of loss" for the full insurable value of the Improvements construction value with replacement cost basis to include the interest of the City, the Developer, its Contractors and sub-contractors in the Public Improvement work and materials in transit and stored off the site destined for incorporation; and

(vi) Professional Liability Insurance (when applicable) with limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the Contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement.

Section 6.2. Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 6.3. Additional Insured Status. With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 6.4. Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services under this Agreement and annually for a minimum of four (4) years following termination of this Agreement, abandonment or completion of work on the Public Improvements. All required-policies shall be endorsed to provide the City with thirty (30) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide thirty (30) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Section.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its Contractors) a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts due to the Developer by the City. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement.

Section 6.5. Carriers. All policies of insurance required to be obtained by the Developer and its Contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by the City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its Contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

## ARTICLE VII

### REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.1. Representations and Warranties of the City. The City hereby represents and warrants that the following statement is true as of the date hereof.

(a) Due Authority; No Conflict. The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of the Private Improvements or the Public Improvements or the City's reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 7.2. Developer's Representations and Warranties. The Developer represents and warrants to the City that the following statements, representations and warranties are true as of the Effective Date.

(a) Due Organization and Ownership. The Developer is a limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of is authorized to enter into this Agreement.

(b) Due Authority; No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby.

(e) Legal Proceedings. To the best knowledge of the Developer, after reasonable inquiry, no preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and no statute, rule, regulation, or executive order promulgated to enacted by a governmental entity, shall be in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the Principals of the Developer and any Key Person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

Section 7.3. INDEMNIFICATION. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE DEVELOPER AND AND/OR AFFILIATES PURSUANT TO THIS AGREEMENT. THE DEVELOPER HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY PARTIES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ONE OR MORE OF THE CITY PARTIES. THE DEVELOPER DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE DEVELOPER'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE DEVELOPER (OR AFFILIATES), ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM



OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL ACT OF ONE OR MORE OF THE CITY PARTIES). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH A CITY PARTY AND THE DEVELOPER, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY PARTIES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE CITY PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE DEVELOPER SHALL BE REQUIRED, ON NOTICE FROM THE CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT THE DEVELOPER'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

## ARTICLE VIII MISCELLANEOUS

Section 8.1. Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the land (as to the Property) and are fully binding on the Developer and each and every subsequent owner of all or any portion of the Property, but only with respect to obligations accruing during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership), and shall be binding on all successors and assigns of the Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully comply with the provisions of this Agreement with respect to the right, title or interest in such Property.

Section 8.2. Administrative Expenses. The City shall control all revenues within the Administrative Expense Account and shall use such revenues to pay for or reimburse the City's expenses relating to the administration of the PID, as set forth in the Service and Assessment Plan.

Section 8.3. Single-Family Waste and Recycling within the Mercer Crossing Development. The Developer will ensure that all homeowners associations within the Mercer Crossing Development require that single-family waste and recycling may only be set out for curbside pickup in waste and recycling receptacles provided by the City or its contracted waste and recycling contractor.

Section 8.4. Agriculture/Open Space Designations. For purposes of the Tax Increment Fund, any rollback taxes or penalties resulting from the removal of an agricultural or open space designation paid by any property owner within the PID shall be paid directly to the City and no part of such payment shall become part of the Tax Increment Fund.

Section 8.5. Right of Way Acquisition. For any right-of-way acquisition costs paid by the City as a cost of the Public Improvements, such costs shall be paid only upon the City's

obtaining an appraisal of the value of such right-of-way by an appraiser selected by the City. The Developer shall provide all information and documentation necessary for the City's appraiser to render the appraisal of the right-of-way. Any right-of-way acquisition costs included in the Public Improvements shall only reach Completion of Construction for purposes of reimbursement upon the City's appraisal and for a cost consistent with the appraisal dated June 2017 from Ernie Gatewood, currently on file with the City, and after transfer or dedication of such right-of-way to the City.

Section 8.6. Further Agreements. The City and the Developer each will use their good faith efforts to complete and execute, as soon as practicable following the execution of this Agreement, all documentation necessary or appropriate to carry out the transactions agreed to by the parties in this Agreement.

Section 8.7. PFA Bond Financing. The bond documents for the PFA Bond Financing must contain a provision that requires any funds paid to the PFA pursuant to the Reimbursement Agreement that are not needed for the payment of debt service on the PFA Bonds or for prepayment or delinquency reserves thereunder, must go to redeem outstanding PFA Bonds and thereby lower the Assessments and the amounts paid by the City pursuant to the Reimbursement Agreement. In addition, the debt service reserve fund for the PFA Bonds must be fully funded at its required maximum value at the closing of the PFA Bond Financing.

Section 8.8. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 8.9. Modification. The City may (in its sole and absolute discretion) modify the Agreements from time to time for the purpose of incorporating herein such additional mortgagee protective provisions as may be reasonably requested by the Developer, if such modifications are reasonably acceptable to the City, impose no additional material obligations on the City or restrict any of the City's rights hereunder (including restricting remedies following an Event of Default), and are not inconsistent with any of the monetary terms of the Project Agreement or standards of performance set forth therein. Notwithstanding any provision in this Agreement to the contrary, the City is under no obligation to modify, amend or revise the terms of this Agreements, and its failure to do so, regardless of reason or lack thereof, shall not be a breach of this Agreement, and shall not excuse the Developer's performance under the Agreement, nor give rise to any claim, defense or offset by or on behalf of the Developer.

Section 8.10. Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 8.11. Dispute Resolution. The Parties commit to use commercially reasonable, diligent efforts to cooperate and resolve in good faith all issues and disputes that may arise out of this Agreement.

Section 8.12. Obligations to Defend Validity of Agreement. If litigation is filed by a third party against the Developer or the City in an effort to enjoin either Party's performance of this Agreement, the Parties hereto shall take all commercially reasonable steps to support and defend the validity and enforceability of this Agreement. Either Party may intervene in any such matter in which the other Party hereto has been named as a defendant. Each Party shall be responsible for its Legal Costs.

Section 8.13. Contractors, Specialists and Consultants. The Developer shall use reasonable care to ensure that all contractors and professionals selected in connection with the design and construction of the Public Improvements shall be highly qualified to do the work they are engaged to perform, and the Developer shall make reasonable inquiries as to such persons' background, experience and reputation to assure they are well qualified to undertake such work.

Section 8.14. Successors and Assigns. This Agreement may not be assigned by either Party without the express written consent of the other Party. Notwithstanding the foregoing, the Developer may, from time to time, upon notice to the City, assign its rights and obligations under all or a portion of this Agreement to Affiliates of the Developer. The provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Any assignment shall be in writing (in a form approved by the City) executed by the Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

Section 8.15. Collateral Assignment to Lender. The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders with the consent of the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the



rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

Section 8.16. Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto. This Agreement may only be amended by a written agreement executed by all Parties.

Section 8.17. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor will there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

Section 8.18. Representatives.

(a) City. During the term of this Agreement, the City Manager or designee shall have. Full authority to administer this Agreement on behalf of the City. The Developer shall be entitled to rely on the authority of the City Manager or designee for such purposes under the Agreement.

(b) Developer. During the term of this Agreement, the Developer shall designate two individuals who shall have full authority to administer this Agreement on behalf of the Developer. The initial Developer representative shall be \_\_\_\_\_. The Developer may designate a permanent or temporary replacement for any the Developer representative by delivering a notice to the City executed by the Developer. The City shall be entitled to rely on the authority of the Developer's representative or designee for such purposes under the Agreement.

Section 8.19. Notices. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as Federal Express or UPS), or sent by email, and properly addressed as provided below. Each notice given by mail shall be deemed to be given by the sender when received or refused by the Party intended to receive such notice; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the Party intended to receive such notice or when such Party refuses to accept delivery of such notice; each notice given by overnight delivery service shall be deemed to have been given and received on the next business day following deposit thereof with the overnight delivery company; and each notice given by email shall be deemed to have been given and received upon transmission to and receipt by the correct addressee. Upon a change of address by either Party, such Party shall give written notice of such change to the other Party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.



To the City: City of Farmers Branch, Texas  
Attn: Charles Cox, City Manager  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234  
Email: [Charles.cox@farmersbranchtx.gov](mailto:Charles.cox@farmersbranchtx.gov)

With a copy to: Nichols, Jackson, Dillard, Hager & Smith, LLP  
Attn: Peter G. Smith  
1800 Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

To the Developer: CADG Mercer Crossing Holdings, LLC  
Attn: Mehrdad Moayedi  
1800 Valley View Lane, Suite 300  
Farmers Branch, Texas 75234

With a copy to: CADG Mercer Crossing Holdings, LLC  
Attn: Mike Beaty  
1800 Valley View Lane, Suite 300  
Farmers Branch, Texas 75234  
Email: [mike@mooreland.com](mailto:mike@mooreland.com)

With a copy to: Miklos Law, PLLC  
Attn: Robert Miklos  
1800 Valley View Lane, Suite 360  
Farmers Branch, Texas 75234  
Email: [robert@m-clegal.com](mailto:robert@m-clegal.com)

Any Party may change its address and specify as its address for the purposes hereof to any other address in the United States of America by giving the other Party at least fifteen (15) days' prior notice. Notices given by counsel for any Party are effective as notices by the Party.

Section 8.20. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8.21. Delays or Omissions. Except as otherwise provided herein to the contrary, no delay or omission to exercise any right, power or remedy inuring to any Party upon any breach or default of any Party under this Agreement shall impair any such right, power or remedy of such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies either under this Agreement or by law or otherwise afforded to the Parties shall be cumulative and not alternative.

Section 8.22. No Third-Party Beneficiaries. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 8.23. No Joint Venture. Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 8.24. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Private Improvements and Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 8.25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 8.26. Titles and Subtitles. The titles of the articles, sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 8.27. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 8.28. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 8.29. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 8.30. Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount

of any Reimbursement Payment or other funds received by the Developer from the City from the date of this Agreement to the date of such violation within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

Section 8.31. Recitals. The recitals to this Agreement are incorporated herein.

Section 8.32. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the following: (i) City's creation of the PID; (ii) the Parties execution of the Reimbursement Agreement; and (iii) the City's levy of the PID Assessments

Section 8.33 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to a Force Majeure event, to perform its obligations under this Agreement by a deadline set forth in this Agreement, then the deadline by which such obligation must be performed shall be extended by the same number of days that the event of Force Majeure reasonable prevents the Party from performing in a manner that allows the Party to complete the obligation by the required deadline. Not later than five (5) business days after the occurrence of an event of Force Majeure, the Party claiming the right to the delay in its performance shall give written notice to the other Party stating the date the event of Force Majeure occurred, a detailed explanation of the event of Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For purposes of this Section 8.33, in determining the number of days by which an event of Force Majeure the deadlines for Completion of Construction set forth in Section 2.1(c), a weather-related event shall not constitute an event of Force Majeure that delays a deadline for Completion of Construction unless the event (i) prevents contractors and/or suppliers necessary for the continuation of work at the then current stage of construction from traveling to the work site, (ii) the work site is flooded, (iii) occurs prior to the concrete flat work being installed at the work site such that the ground is too muddy or saturated to safely support construction vehicles and/or equipment or for workers to safely traverse the work site, (iv) the Additional Private Improvement is not sufficiently enclosed such that (y) precipitation and/or wind at the work site results in the inability of workers to safely work at the site or (z) may reasonably result in damage to the improvements being constructed. The amount and type of precipitation and/or wind at the worksite of an Additional Private Improvement that is claimed to result in a weather-related even of Force Majeure shall be based on the closest NOAA weather station at Dallas/Ft Worth International Airport.

*Signature Page to Follow*

\* \* \* \*

This Agreement has been executed and delivered as of the date first written above.

CITY OF FARMERS BRANCH

By: \_\_\_\_\_

Robert C. Dye, Mayor

Date: \_\_\_\_\_

2-15-22

ATTEST:

\_\_\_\_\_  
Amy Piukara, City Secretary

Approved as to form:

\_\_\_\_\_  
Peter G. Smith, City Attorney



**DEVELOPER:**

CADG Mercer Crossing Holdings, LLC,  
a Texas limited liability company

By: CADG Holdings, LLC,  
a Texas limited liability company  
Its Sole Managing Member

By: MMM Ventures, LLC,  
a Texas limited liability company  
Its Manager

By: 2M Ventures, LLC,  
a Delaware limited liability company  
Its Manager

By: Mehrdad Moayed  
Mehrdad Moayed,  
Its: Manager

Date: 2022.02.15

*Signature Page to Master Development Agreement*

## EXHIBIT A

(Reserved)

**EXHIBIT B**

**PUBLIC IMPROVEMENTS AND PROJECT COSTS**

# PROJECTED DEVELOPMENT QUANTITIES & LINE ITEM COSTS

## Mercer Crossing/West/Valley View/East

City of Farmers Branch, Dallas County, Texas

### PROBABLE CONSTRUCTION COSTS

	Totals By Cost	Mercer Parkway & Commerce										S with addtl lots	Valley View Residential	Mercer East MF
	B	C	F	N	O	P	Q	R						
Earthwork	\$1,742,813	\$239,364	\$151,288	\$149,409	\$85,582	\$153,052	\$106,397	\$126,666	\$19,303	\$177,820	\$417,854	\$55,489		
Public Improvements:														
Water	\$3,654,617	\$607,594	\$418,785	\$229,076	\$163,327	\$258,938	\$310,006	\$292,828	\$99,136	\$278,487	\$605,837	\$90,724		
Sanitary Sewer	\$3,466,620	\$370,378	\$101,660	\$261,167	\$203,873	\$413,564	\$312,284	\$311,025	\$69,669	\$289,400	\$727,709	\$155,300		
Storm Drain	\$8,236,199	\$1,452,444	\$1,125,228	\$492,594	\$754,510	\$1,356,717	\$631,864	\$474,605	\$231,673	\$312,211	\$607,150	\$49,009		
Paving & Signalization	\$9,960,288	\$1,309,034	\$1,940,736	\$829,874	\$358,375	\$747,245	\$644,169	\$721,282	\$412,952	\$834,080	\$1,474,255	\$69,025		
Contingency by Pod	\$1,479,066	\$212,790	\$190,020	\$110,820	\$81,760	\$153,460	\$115,450	\$108,720	\$42,350	\$105,000	\$206,540	\$33,200		
Additional Project-Wide Contingency	\$103,479													
Eng/Surveying	\$3,654,680	\$251,160	\$485,180	\$263,630	\$97,880	\$312,810	\$307,970	\$311,220	\$290,800	\$386,750	\$565,500	\$118,750		
TOTAL	\$30,554,950	\$4,203,400	\$4,261,609	\$2,187,560	\$1,659,724	\$3,242,733	\$2,521,742	\$2,219,680	\$1,146,580	\$2,205,928	\$4,186,991	\$516,008		

PID Costs	Public Improvement Development Costs by Pod Total:
	\$ 30,554,950
	Excavation in the Public Right-of-Way: \$ 278,850
	Public Right-of-Way Land Acquisition: \$ 10,000,000
	Dev Soft Costs Creation \$ 751,000
	Knights Bridge Roadway Connection \$ 1,663,049
	<b>\$ 43,247,849</b>

A Portion of the Additional Private Costs	Earthwork outside of Public Right of Way
	Mercer North Remediation \$ 1,463,963
	Soil Remediation: \$ 4,250,000
	Perimeter Landscaping: \$ 3,000,000
	Amenity Center(s): \$ 5,175,000 HOA
	Interior Trails and Parks: \$ 2,175,000 HOA
	Franchise Utilities: \$ 2,477,750 \$2,650 per home
	\$ 2,896,500 \$3,100 per home



**PROJECTED DEVELOPMENT QUANTITIES****Mercer Crossing/West - E Mercer Parkway East**

City of Farmers Branch, Dallas County, Texas

0 Lots (X - '\_x\_'s, X - '\_x\_'s )  
 8.7 Acres  
 6695 LF Streets (11' Lanes)  
 0 LF Alleys

Date of Est.: Jan 5, 2017  
 Revised:  
 Prepared By:  
 Zoning (Existing): PD 99

**CONSTRUCTION COSTS**

Earthwork				\$151,288
Water				\$418,785
Sanitary Sewer				\$101,660
Storm Drain		Sub-Total Utilities:	\$1,645,673	\$1,125,228
Paving				\$1,940,736
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$62,762
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$3,800,459</b>

<b>LAND</b>	8.7	Acre	\$1	<b>\$8.7</b>
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**SUMMARY**

Construction Costs				\$3,800,459
Miscellaneous Costs				\$0
Contingency	5%		\$3,800,459	\$190,020
Land				\$9
<b>NET PROJECT COSTS</b>				<b>\$3,990,490</b>
(w/o land)	Cost Per Lot:	#DIV/0!	Cost Per Acre:	\$456,695
(w/ land)	Cost Per Lot:	#DIV/0!	Cost Per Acre:	\$456,696

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	8.7	AC	\$1,200.00	10,485.29
	Total cut	31,553	CY	\$2.25	70,994.25
	Total Fill	8,172	CY	\$2.25	18,387.00
	Net ( Cut)	23,381	CY	\$1.35	31,564.35
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	SWP3 Rock Check Dams	100	LF		0.00
	Silt Fence	9,505	LF	\$1.40	13,307.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	SWP3 Conc Wash-Outs	1	EA		0.00
	SWP3 Inlet Protection Ty I	18	EA	\$150.00	2,700.00
	Hydromulch	3.7	AC	\$500.00	1,850.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$151,287.89</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	231	LF	\$27.75	6,410.25
	8" Gate Valve & Box	6	EA	\$1,900.00	11,400.00
	12" PVC Water Line	4,747	LF	\$37.25	176,825.75
	12" Gate Valve & Box	24	EA	\$3,100.00	74,400.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	17	EA	\$5,600.00	95,200.00
	1" (or 3/4") Water Service w/ Meter Box	0	EA	\$900.00	0.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	2" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	3.4	TON	\$5,230.00	17,782.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	6.8	CY	\$600.00	4,080.00
	Connect to Ex. Water Stubout	1	EA	\$1,400.00	1,400.00
	Conc Encasement		LF		0.00
	Bore 8" Water w/12" Steel Casing Pipe	0	LF	\$66.00	0.00
	Testing	4,978	LF	\$1.25	6,222.50
	2 - 4" PVC Conduit (Irrig. Sleeves)	480	LF	\$33.00	15,840.00
	Trench Safety	4,978	LF	\$1.15	5,724.70
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$418,785.20</b>

**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	198	LF	\$36.00	7,128.00
	10" PVC Sewer Main (SDR-26)	578	LF	\$33.00	19,074.00
	12" PVC Sewer Main (SDR-26)	425	LF	\$36.00	15,300.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	8	EA	\$4,100.00	32,800.00
	Std. 5' Dia. Manhole		EA	\$6,500.00	0.00
	6' Dia. Drop Manhole	1	EA	\$5,500.00	5,500.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Adjust Rim Elev. Ex. 5' Dia MH	2	VF		
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	0	EA	\$1,200.00	0.00
	Connect to Ex. MH	1	EA	\$5,000.00	5,000.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	27	VF	\$400.00	10,660.00
	Manhole Vacuum Test	9	EA	\$275.00	2,475.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	1,201	LF	\$1.85	2,221.85
	Trench Safety	1,201	LF	\$1.25	1,501.25
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$101,660.10</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
7' x 4' Box Culvert	280	LF	\$550.00	154,000.00
10' x 7' Box Culvert	309	LF	\$525.00	162,225.00
8' x 6' Box Culvert	0	LF	\$800.00	0.00
_ - ' x ' MBC ( _ CY / LF)		LF / CY		0.00
60" RCP		LF	\$324.00	0.00
54" RCP	138	LF	\$250.00	34,500.00
48" RCP	1,124	LF	\$225.00	252,900.00
42" RCP	623	LF	\$210.00	130,830.00
36" RCP	592	LF	\$180.00	106,560.00
33" RCP		LF	\$160.00	0.00
30" RCP	315	LF	\$150.00	47,250.00
27" RCP		LF	\$145.00	0.00
24" RCP	399	LF	\$120.00	33,915.00
21" RCP	471	LF	\$85.00	40,035.00
18" RCP	377	LF		0.00
10' Curb Inlets	18	EA		140,400.00
15' Curb Inlets		EA	\$5,400.00	0.00
20' Curb Inlets		EA	\$7,800.00	0.00
3' x 3' "Y" Inlet	2	EA	\$14,000.00	14,400.00
4' Square Manhole		EA	\$6,500.00	0.00
5' Square Manhole		EA	\$7,200.00	0.00
6' Square Manhole		EA	\$8,000.00	0.00
_ ' x _ ' Conc Junction Box		EA	\$12,000.00	0.00
54" Sloping Headwall	1	EA	\$14,500.00	4,800.00
" Sloping Headwall		EA	\$7,200.00	0.00
36" Type B Headwall	1	EA	\$4,800.00	0.00
" Type B Headwall		EA		0.00
(3x)10'x7' Vertical Headwall	2	EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for _ ' x _ ' RCB ( _ CY)		EA / CY		0.00
Flared Wings for _ - _ ' x _ ' MBC ( _ CY)		EA / CY	\$250.00	0.00
Rock Rip Rap		SY		0.00
Grade to Drain / Channel Grading			\$1.25	0.00
Trench Safety	4,251	LF	\$0.45	1,912.95
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$70,000.00	0.00
Detention Outfall Structure		LS	\$34.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$2,700.00	0.00
Connect to Ex Storm Drain	1	EA	\$1,500.00	1,500.00
				0.00
<b>TOTAL STORM DRAIN</b>				<b>\$1,125,227.95</b>



**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs ( _ ' B-B)		SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)		SY		0.00
	10" Conc Pvmt w/ 6" Curbs (24' B-B)	24,207	SY	\$44.75	1,083,278.17
	Conc Alley Pvmt (8-5-8 or 6")		SY		0.00
	_ " Lime Subgrade		SY		0.00
	Hydrated Lime ( _ #/SY)		TON		0.00
	6', 4" Conc. Sidewalk	4,317	LF	\$36.00	155,412.00
	12', 6" Conc. Trail	4,410	LF	\$36.00	158,760.00
	B/F Ramps	11	EA	\$1,300.00	14,300.00
	Street Header	101	LF		0.00
	Std. Street Barricade	48	LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt		LF		0.00
	Remove & Dispose of Ex. Conc Pvmt	539	SY		0.00
	Pavement Markings - 4" Lane Markers (White)	688	LF		
	Pavement Markings - 4" Lane Markers (Yellow)	263	LF		
	Pavement Markings - 6" Lane Markers (White)	60	LF		
	Pavement Markings - 4" Lane Stripe (Yellow)	1,800	LF		
	Pavement Markings - 24" Lane Stripe (White)	54	LF		
	Pavement Markings - 2'x6' Lane Stripe (White)	6	LF		
	Pavement Markings - 2'x12' Lane Stripe (White)	11	LF		
	Pavement Markings - Turn Only Arrow (White)	4	EA		
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade	2	EA		0.00
	Street Signs - Name Blades	6	EA	\$425.00	2,550.00
	Stop Signs - Misc (incl. Pole & Installation)	2	EA	\$600.00	1,200.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail		LF		0.00
	Traffic Signalization - Mercer / Luna	1	EA	\$183,735.35	183,735.35
	Traffic Signalization - Whittington / Luna	1	EA	\$335,000.00	335,000.00
<b>TOTAL PAVING</b>					<b>\$1,940,735.52</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				388,147.10
	Construction Management				97,036.78
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$485,180.00</b>

**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - B SF Res.**  
City of Farmers Branch, Dallas County, Texas

**60** Lots (58 Lots: 50' x 105')  
**16.8** Acres  
**2835** LF Streets  
**3165** LF Alleys

Date of Est.: **Jan 5, 2017**  
Revised:  
Prepared By:  
Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$120,579
Water				\$299,879
Sanitary Sewer				\$250,592
Storm Drain		<i>Sub-Total Utilities:</i>	<b>\$1,098,267</b>	<b>\$547,796</b>
Paving				\$619,263
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$30,057
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$1,868,166</b>

<b>LAND</b>	<b>16.8</b>	<b>Acre</b>	<b>\$1</b>	<b>\$16.8</b>
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**SUMMARY**

Construction Costs				\$1,868,166
Miscellaneous Costs				\$221,560
Contingency		5%	\$2,089,726	\$118,956
Land				\$17
<b>NET PROJECT COSTS</b>				<b>\$2,208,700</b>
(w/o land)	Cost Per Lot:	\$36,811	Cost Per Acre:	\$131,274
(w/ land)	Cost Per Lot:	\$36,812	Cost Per Acre:	\$131,275

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	16.8	AC	\$1,200.00	20,190.00
	Unclassified Excavation (See Assumptions Page 2)	27,144	CY	\$2.25	61,074.75
	Rough Lot Grading	60	EA	\$250.00	15,000.00
	Final Pad Benching	60	EA	\$135.00	8,100.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	3,760	LF	\$1.40	5,264.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	13	EA	\$150.00	1,950.00
	Hydromulch	14.0	AC	\$500.00	7,000.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$120,578.75</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	2,559	LF	\$27.75	71,012.25
	8" Gate Valve & Box	16	EA	\$1,900.00	30,400.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box		EA	\$3,100.00	0.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	9	EA	\$5,600.00	50,400.00
	1" (or 3/4") Water Service w/ Meter Box	60	EA	\$900.00	54,000.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	2" Irrigation Service w/ Meter Box	1	EA		0.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA	\$5,230.00	0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	1.8	TON	\$600.00	1,080.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	3.6	CY	\$1,400.00	5,040.00
	Connect to Ex. Water Stubout	2	EA		0.00
	Conc Encasement		LF	\$66.00	0.00
	Bore _ " Water w/ _ " Steel Casing Pipe		LF	\$1.25	0.00
	Testing	2,559	LF	\$33.00	84,447.00
	2 - 4" PVC Conduit (Irrig. Sleeves)		LF	\$1.15	0.00
	Trench Safety	2,559	LF		0.00
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$299,879.25</b>



**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	2,409	LF	\$36.00	86,724.00
	10" PVC Sewer Main (SDR-35)		LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	15	EA	\$4,100.00	61,500.00
	Std. 5' Dia. Manhole	1	EA	\$6,500.00	6,500.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	60	EA	\$1,200.00	72,000.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	30	VF	\$400.00	12,000.00
	Manhole Vacuum Test	16	EA	\$275.00	4,400.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	2,409	LF	\$1.85	4,456.65
	Trench Safety	2,409	LF	\$1.25	3,011.25
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$250,591.90</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
'x ' Box Culvert		LF	\$550.00	0.00
'x ' Box Culvert		LF	\$525.00	0.00
- 'x ' MBC (___ CY / LF)		LF/CY	\$800.00	0.00
60" RCP		LF	\$324.00	0.00
54" RCP		LF	\$250.00	0.00
48" RCP		LF	\$225.00	0.00
45" RCP	284	LF	\$210.00	59,640.00
42" RCP	540	LF	\$180.00	97,200.00
36" RCP	1,130	LF	\$160.00	180,800.00
33" RCP		LF	\$150.00	0.00
30" RCP		LF	\$145.00	0.00
27" RCP		LF	\$120.00	0.00
24" RCP	1,405	LF	\$85.00	119,425.00
21" RCP	34	LF	\$85.00	2,890.00
18" RCP	235	LF	\$60.00	
10' Curb Inlets	13	EA	\$5,400.00	70,200.00
15' Curb Inlets		EA	\$7,800.00	0.00
20' Curb Inlets		EA	\$14,000.00	0.00
4' x 4' "Y" Inlet		EA	\$6,500.00	0.00
4' Square Manhole		EA	\$7,200.00	0.00
5' Square Manhole	1	EA	\$8,000.00	8,000.00
6' Square Manhole		EA	\$12,000.00	0.00
'x ' Conc Junction Box		EA	\$14,500.00	0.00
" Sloping Headwall		EA	\$7,200.00	0.00
" Sloping Headwall		EA	\$4,800.00	0.00
" Type B Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Parallel Headwall		EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for 'x ' RCB (___ CY)		EA/CY		0.00
Flared Wings for - 'x ' MBC (___ CY)		EA/CY		0.00
Rock Rip Rap		SY	\$250.00	0.00
Grade to Drain / Channel Grading				0.00
Trench Safety	3,393	LF	\$1.25	4,241.25
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$0.45	0.00
Detention Outfall Structure		LS	\$70,000.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$34.00	0.00
Connect to Ex Storm Drain	2	EA	\$2,700.00	5,400.00
			\$1,500.00	0.00
<b>TOTAL STORM DRAIN</b>				<b>\$547,796.25</b>

**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs (___' B-B)		SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)	8,933	SY	\$37.50	334,991.67
	Conc Alley Pvmt (8-5-8 or 6")	4,611	SY	\$44.00	202,864.44
	___" Lime Subgrade		SY		0.00
	Hydrated Lime (___#/SY)		TON		0.00
	5', 4" Conc. Sidewalk	182	LF	\$33.00	6,006.00
	6', 4" Conc. Sidewalk	1,261	LF	\$36.00	45,396.00
	8', 6" Conc. Trail	2,185	LF		
	B/F Ramps	10	EA	\$1,800.00	18,000.00
	Street Header		LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	70	LF	\$14.00	980.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	5	EA	\$425.00	2,125.00
	Stop Signs - Misc (incl. Pole & Installation)	4	EA	\$600.00	2,400.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail		LF		0.00
					0.00
					0.00
<b>TOTAL PAVING</b>					<b>\$619,263.11</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				210,425.00
	Construction Management				52,606.25
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$263,030.00</b>



**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - C SF Res.**  
 City of Farmers Branch, Dallas County, Texas

**91** Lots (77 Lots: 60' x 105', 14 Lots: 50' x 130')  
**35.7** Acres  
**5895** LF Streets  
**4015** LF Alleys

Date of Est.: **Jan 5, 2017**  
 Revised:  
 Prepared By:  
 Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$239,364
Water				\$607,594
Sanitary Sewer				\$370,378
Storm Drain		<i>Sub-Total Utilities:</i>	<b>\$2,430,416</b>	<b>\$1,452,444</b>
Paving				\$1,309,034
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$65,440
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$4,044,254</b>

<b>LAND</b>	<b>35.7</b>	<b>Acre</b>	<b>\$1</b>	<b>\$35.7</b>
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**SUMMARY**

Construction Costs				\$4,044,254
Miscellaneous Costs				\$211,591
Contingency		5%	\$4,255,845	\$212,790
Land				\$36
<b>NET PROJECT COSTS</b>				<b>\$4,468,670</b>
(w/o land)	Cost Per Lot:	\$49,106	Cost Per Acre:	\$125,120
(w/ land)	Cost Per Lot:	\$49,106	Cost Per Acre:	\$125,121

## EARTHWORK

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	35.7	AC	\$1,200.00	42,857.60
	Unclassified Excavation (See Assumptions Page 2)	58,080	CY	\$2.25	130,680.00
	Rough Lot Grading	91	EA	\$250.00	22,750.00
	Final Pad Benching	91	EA	\$135.00	12,285.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	5,208	LF	\$1.40	7,291.20
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	42	EA	\$150.00	6,300.00
	Hydromulch	30.4	AC	\$500.00	15,200.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$239,363.80</b>

## WATER

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	5,746	LF	\$27.75	159,451.50
	8" Gate Valve & Box	27	EA	\$1,900.00	51,300.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box	1	EA	\$3,100.00	3,100.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	14	EA	\$5,600.00	78,400.00
	1" (or 3/4") Water Service w/ Meter Box	93	EA	\$900.00	83,700.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	5	EA	\$3,500.00	17,500.00
	2" Irrigation Service w/ Meter Box		EA		0.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA	\$5,230.00	0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	3.7	TON	\$600.00	2,220.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	7.4	CY	\$1,400.00	10,360.00
	Connect to Ex. Water Stubout	2	EA		0.00
	Conc Encasement (incl. services)	180	LF	\$66.00	11,880.00
	Bore _ " Water w/ _ " Steel Casing Pipe		LF	\$1.25	0.00
	Testing	5,746	LF	\$33.00	189,618.00
	2 - 4" PVC Conduit (Irrig. Sleeves)	56	LF	\$1.15	64.40
	Trench Safety	5,746	LF		0.00
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$607,593.90</b>

**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	4,002	LF	\$36.00	144,072.00
	10" PVC Sewer Main (SDR-35)		LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	20	EA	\$4,100.00	82,000.00
	Std. 5' Dia. Manhole		EA	\$6,500.00	0.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	93	EA	\$1,200.00	111,600.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	37	VF	\$400.00	14,800.00
	Manhole Vacuum Test	20	EA	\$275.00	5,500.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement	40	LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	4,002	LF	\$1.85	7,403.70
	Trench Safety	4,002	LF	\$1.25	5,002.50
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$370,378.20</b>

**STORM DRAIN**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	12' x 5' Box Culvert	920	LF	\$550.00	506,000.00
	' x ' Box Culvert		LF	\$525.00	0.00
	- ' x ' MBC ( _ CY / LF)		LF/CY	\$800.00	0.00
	78" RCP	85	LF	\$410.00	34,850.00
	66" RCP	445	LF	\$385.00	171,325.00
	60" RCP		LF	\$324.00	0.00
	54" RCP	480	LF	\$250.00	120,000.00
	48" RCP	160	LF	\$225.00	36,000.00
	42" RCP	270	LF	\$210.00	56,700.00
	36" RCP	375	LF	\$180.00	67,500.00
	33" RCP		LF	\$160.00	0.00
	30" RCP	1,260	LF	\$150.00	189,000.00
	27" RCP		LF	\$145.00	0.00
	24" RCP	310	LF	\$120.00	37,200.00
	21" RCP	240	LF	\$85.00	20,400.00
	18" RCP	750	LF		0.00
	10' Curb Inlets	33	EA	\$5,400.00	178,200.00
	15' Curb Inlets		EA	\$7,800.00	0.00
	20' Curb Inlets		EA	\$14,000.00	0.00
	4' x 4' "Y" Inlet		EA	\$6,500.00	0.00
	4' Square Manhole		EA	\$7,200.00	0.00
	5' Square Manhole		EA	\$8,000.00	0.00
	6' Square Manhole		EA	\$12,000.00	0.00
	12' x 12' Conc Junction Box		EA	\$14,500.00	0.00
	78" Sloping Headwall	1	EA	\$7,200.00	7,200.00
	60" Sloping Headwall	1	EA	\$4,800.00	4,800.00
	" Type B Headwall		EA		0.00
	" Type B Headwall		EA		0.00
	" Parallel Headwall		EA		0.00
	" Parallel Headwall		EA		0.00
	Flared Wings for ' x ' RCB ( _ CY)		EA/CY		0.00
	Flared Wings for - ' x ' MBC ( _ CY)		EA/CY		0.00
	Rock Rip Rap	45	SY	\$250.00	11,250.00
	Grade to Drain / Channel Grading				0.00
	Trench Safety	5,295	LF	\$1.25	6,618.75
	Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$0.45	0.00
	Detention Outfall Structure		LS	\$70,000.00	0.00
	Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$34.00	0.00
	Connect to Ex Storm Drain	2	EA	\$2,700.00	5,400.00
				\$1,500.00	0.00
<b>TOTAL STORM DRAIN</b>					<b>\$1,452,443.75</b>



**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs (___' B-B)		SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)	19,800	SY	\$37.50	742,500.00
	Conc Alley Pvmt (8-5-8 or 6")	5,832	SY	\$44.00	256,588.44
	___" Lime Subgrade		SY		0.00
	Hydrated Lime (___#/SY)		TON		0.00
	5', 4" Conc. Sidewalk	3,846	LF	\$36.00	138,456.00
	8', 6" Conc. Trail	1,195	LF	\$36.00	43,020.00
	12', 6" Conc. Trail	2,340	LF	\$36.00	84,240.00
	B/F Ramps	19	EA	\$1,300.00	24,700.00
	Street Header	130	LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	130	LF	\$11.00	1,430.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	16	EA	\$425.00	6,800.00
	Stop Signs - Misc (incl. Pole & Installation)	8	EA	\$600.00	4,800.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail		LF		0.00
					0.00
					0.00
<b>TOTAL PAVING</b>					<b>\$1,309,034.44</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				200,925.00
	Construction Management				50,231.25
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$251,160.00</b>

**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - F SF Res.**  
City of Farmers Branch, Dallas County, Texas

**81** Lots (81 Lots: 50' x 105')  
**20.8** Acres  
**3345** LF Streets  
**5005** LF Alleys

Date of Est.: **Jan 5, 2017**  
Revised:  
Prepared By:  
Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$149,409
Water				\$229,076
Sanitary Sewer				\$261,167
Storm Drain				\$492,994
Paving				\$829,874
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$31,729
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$1,994,249</b>

<b>LAND</b>	20.8	Acre	\$1	<b>\$20.8</b>
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**SUMMARY**

Construction Costs				\$1,994,249
Miscellaneous Costs				\$222,081
Contingency	5%		\$2,216,330	\$110,820
Land				\$21
<b>NET PROJECT COSTS</b>				<b>\$2,327,170</b>
(w/o land)	Cost Per Lot:	\$28,730	Cost Per Acre:	\$111,882
(w/ land)	Cost Per Lot:	\$28,730	Cost Per Acre:	\$111,883

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	20.8	AC	\$1,200.00	24,960.00
	Unclassified Excavation (See Assumptions Page 2)	33,557	CY	\$2.25	75,504.00
	Rough Lot Grading	81	EA	\$250.00	20,250.00
	Final Pad Benching	81	EA	\$135.00	10,935.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	3,900	LF	\$1.40	5,460.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	12	EA	\$150.00	1,800.00
	Hydromulch	17.0	AC	\$500.00	8,500.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$149,409.00</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	3,150	LF	\$27.75	87,412.50
	8" Gate Valve & Box	10	EA	\$1,900.00	19,000.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box		EA	\$3,100.00	0.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	4	EA	\$5,600.00	22,400.00
	1" (or 3/4") Water Service w/ Meter Box	81	EA	\$900.00	72,900.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	2.1	TON	\$5,230.00	10,983.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	4.2	CY	\$600.00	2,520.00
	Connect to Ex. Water Stubout	2	EA	\$1,400.00	2,800.00
	Conc Encasement		LF		0.00
	Bore 8" Water w/12" Steel Casing Pipe		LF	\$66.00	0.00
	Testing	3,150	LF	\$1.25	3,937.50
	2 - 4" PVC Conduit (Irrig. Sleeves)		LF	\$33.00	0.00
	Trench Safety	3,150	LF	\$1.15	3,622.50
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$229,075.50</b>



**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	2,870	LF	\$36.00	103,320.00
	10" PVC Sewer Main (SDR-35)		LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	10	EA	\$4,100.00	41,000.00
	Std. 5' Dia. Manhole		EA	\$6,500.00	0.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	81	EA	\$1,200.00	97,200.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	20	VF	\$400.00	8,000.00
	Manhole Vacuum Test	10	EA	\$275.00	2,750.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	PUMP STATION UPGRADE		EA	\$725,000.00	0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	2,870	LF	\$1.85	5,309.50
	Trench Safety	2,870	LF	\$1.25	3,587.50
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$261,167.00</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
' x ' Box Culvert		LF	\$550.00	0.00
' x ' Box Culvert		LF	\$525.00	0.00
- ' x ' MBC ( _ CY / LF)		LF/CY	\$800.00	0.00
60" RCP		LF	\$324.00	0.00
54" RCP	150	LF	\$250.00	37,500.00
48" RCP		LF	\$225.00	0.00
42" RCP	990	LF	\$210.00	207,900.00
36" RCP	825	LF	\$180.00	148,500.00
33" RCP		LF	\$160.00	0.00
30" RCP		LF	\$150.00	0.00
27" RCP		LF	\$145.00	0.00
24" RCP		LF	\$120.00	0.00
21" RCP	190	LF	\$85.00	16,150.00
10' Curb Inlets	12	EA	\$5,400.00	64,800.00
15' Curb Inlets		EA	\$7,800.00	0.00
20' Curb Inlets		EA	\$14,000.00	0.00
4' x 4' "Y" Inlet		EA	\$6,500.00	0.00
4' Square Manhole		EA	\$7,200.00	0.00
5' Square Manhole		EA	\$8,000.00	0.00
6' Square Manhole		EA	\$12,000.00	0.00
12' x 12' Conc Junction Box		EA	\$14,500.00	0.00
54" Sloping Headwall	1	EA	\$7,200.00	7,200.00
" Sloping Headwall		EA	\$4,800.00	0.00
" Type B Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Parallel Headwall		EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for ' x ' RCB ( _ CY)		EA/CY		0.00
Flared Wings for - ' x ' MBC ( _ CY)		EA/CY		0.00
Rock Rip Rap	33	SY	\$250.00	8,250.00
Grade to Drain / Channel Grading				0.00
Trench Safety	2,155	LF	\$1.25	2,693.75
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$0.45	0.00
Detention Outfall Structure		LS	\$70,000.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$34.00	0.00
Connect to Ex Storm Drain		EA	\$2,700.00	0.00
			\$1,500.00	0.00
<b>TOTAL STORM DRAIN</b>				<b>\$492,993.75</b>

**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs (___' B-B)		SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)	11,522	SY	\$37.50	432,062.50
	Conc Alley Pvmt (8-5-8 or 6")	6,673	SY	\$44.00	293,626.67
	___" Lime Subgrade		SY		0.00
	Hydrated Lime (___#/SY)		TON		0.00
	5', 4" Conc. Sidewalk	300	LF	\$36.00	10,800.00
	6', 4" Conc. Sidewalk	1,070	LF	\$36.00	38,520.00
	B/F Ramps	22	EA	\$1,300.00	28,600.00
	Street Header		LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	140	LF	\$11.00	1,540.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	6	EA	\$425.00	2,550.00
	Stop Signs - Misc (incl. Pole & Installation)	6	EA	\$600.00	3,600.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail	345	LF	\$35.00	12,075.00
					0.00
					0.00
<b>TOTAL PAVING</b>					<b>\$829,874.17</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				210,900.00
	Construction Management				52,725.00
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$263,630.00</b>



**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - N SF Res.**  
 City of Farmers Branch, Dallas County, Texas

**55** Lots (55 Lots: 50' x 105')  
**10.8** Acres  
**1312** LF Streets  
**2097** LF Alleys

Date of Est.: **Jan 5, 2017**  
 Revised:  
 Prepared By:  
 Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$85,592
Water				\$163,327
Sanitary Sewer				\$203,873
Storm Drain				\$754,510
Paving				\$358,375
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$25,901
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$1,591,577</b>

<b>LAND</b>	10.8	Acre	\$1	<b>\$10.8</b>
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**SUMMARY**

Construction Costs				\$1,591,577
Miscellaneous Costs				\$43,555
Contingency	5%		\$1,635,132	\$81,760
Land				\$11
<b>NET PROJECT COSTS</b>				<b>\$1,716,900</b>
(w/o land)	Cost Per Lot:	\$31,216	Cost Per Acre:	\$159,691
(w/ land)	Cost Per Lot:	\$31,216	Cost Per Acre:	\$159,692

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	10.8	AC	\$1,200.00	12,901.60
	Unclassified Excavation (See Assumptions Page 2)	17,345	CY	\$2.25	39,027.33
	Rough Lot Grading	55	EA	\$250.00	13,750.00
	Final Pad Benching	55	EA	\$135.00	7,425.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	2,920	LF	\$1.40	4,088.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	12	EA	\$150.00	1,800.00
	Hydromulch	9.2	AC	\$500.00	4,600.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$85,591.93</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	1,672	LF	\$27.75	46,398.00
	8" Gate Valve & Box	8	EA	\$1,900.00	15,200.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box	2	EA	\$3,100.00	6,200.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	5	EA	\$5,600.00	28,000.00
	1" (or 3/4") Water Service w/ Meter Box	55	EA	\$900.00	49,500.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	1.2	TON	\$5,230.00	6,276.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	2.4	CY	\$600.00	1,440.00
	Connect to Ex. Water Stubout	2	EA	\$1,400.00	2,800.00
	Conc Encasement		LF		0.00
	Bore _ " Water w/ _ " Steel Casing Pipe		LF	\$66.00	0.00
	Testing	1,672	LF	\$1.25	2,090.00
	2 - 4" PVC Conduit (Irrig. Sleeves)		LF	\$33.00	0.00
	Trench Safety	1,672	LF	\$1.15	1,922.80
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$163,326.80</b>

**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	2,350	LF	\$36.00	84,600.00
	10" PVC Sewer Main (SDR-35)		LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	8	EA	\$4,100.00	32,800.00
	Std. 5' Dia. Manhole	1	EA	\$6,500.00	6,500.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	55	EA	\$1,200.00	66,000.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex. SS Stubout		EA	\$5,000.00	0.00
	Bore 8" SS w/ 12" Steel Casing Pipe	115	LF		0.00
	Manhole - Extra Depth	10	VF	\$400.00	4,000.00
	Manhole Vacuum Test	9	EA	\$275.00	2,475.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	2,465	LF	\$1.85	4,560.25
	Trench Safety	2,350	LF	\$1.25	2,937.50
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$203,872.75</b>

**STORM DRAIN**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	' x ' Box Culvert		LF	\$550.00	0.00
	10' x 6' Box Culvert	423	LF	\$525.00	222,075.00
	- ' x ' MBC ( . CY / LF)		LF/CY	\$800.00	0.00
	60" RCP		LF	\$324.00	0.00
	54" RCP		LF	\$250.00	0.00
	48" RCP		LF	\$225.00	0.00
	42" RCP		LF	\$210.00	0.00
	36" RCP		LF	\$180.00	0.00
	33" RCP		LF	\$160.00	0.00
	30" RCP	246	LF	\$150.00	36,900.00
	27" RCP	315	LF	\$145.00	45,675.00
	24" RCP	400	LF	\$120.00	48,000.00
	21" RCP	1,915	LF	\$85.00	162,775.00
	18" RCP	239	LF	\$0.00	0.00
	8' Curb Inlets		EA	\$5,400.00	
	10' Curb Inlets	12	EA	\$7,800.00	93,600.00
	15' Curb Inlets		EA	\$14,000.00	0.00
	20' Curb Inlets		EA	\$6,500.00	0.00
	4' x 4' "Y" Inlet	1	EA	\$7,200.00	7,200.00
	4' Square Manhole		EA	\$8,000.00	0.00
	5' Square Manhole	0	EA	\$12,000.00	0.00
	6'x3' Grate Inlet	9	EA	\$14,500.00	130,500.00
	12' x 12' Conc Junction Box		EA	\$7,200.00	0.00
	78" Sloping Headwall	1	EA	\$4,800.00	4,800.00
	" Sloping Headwall		EA		0.00
	" Type B Headwall		EA		0.00
	" Type B Headwall		EA		0.00
	" Parallel Headwall		EA		0.00
	" Parallel Headwall		EA		0.00
	Flared Wings for ' x ' RCB ( __ CY)		EA/CY		0.00
	Flared Wings for - ' x ' MBC ( __ CY)		EA/CY	\$250.00	0.00
	Rock Rip Rap	275	SY		0.00
	Grade to Drain / Channel Grading			\$1.25	0.00
	Trench Safety	3,299	LF	\$0.45	1,484.55
	Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$70,000.00	0.00
	Detention Outfall Structure		LS	\$34.00	0.00
	Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$2,700.00	0.00
	Connect to Ex Storm Drain	1	EA	\$1,500.00	1,500.00
					0.00
<b>TOTAL STORM DRAIN</b>					<b>\$754,509.55</b>



**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs ( _ ' B-B)		SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)	4,519	SY	\$37.50	169,466.67
	Conc Alley Pvmt (8-5-8 or 6")	2,796	SY	\$44.00	123,024.00
	_ " Lime Subgrade		SY		0.00
	Hydrated Lime ( _ #/SY)		TON		0.00
	5', 4" Conc. Sidewalk	444	LF	\$36.00	15,984.00
	8', 6" Conc. Trail	377	LF		0.00
	12', 6" Conc. Trail	1,032	LF		0.00
	B/F Ramps	4	EA	\$1,300.00	5,200.00
	Street Header		LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	75	LF	\$11.00	825.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	3	EA	\$425.00	1,275.00
	Stop Signs - Misc (incl. Pole & Installation)	3	EA	\$600.00	1,800.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail	980	LF	\$35.00	34,300.00
					0.00
<b>TOTAL PAVING</b>					<b>\$358,374.67</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				78,300.00
	Construction Management				19,575.00
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$97,880.00</b>

**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - O SF Res.**  
 City of Farmers Branch, Dallas County, Texas

**89** Lots (89 Lots: 50' x 105')  
**20.3** Acres  
**2804** LF Streets  
**4586** LF Alleys

Date of Est.: **Jan 5, 2017**  
 Revised:  
 Prepared By:  
 Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$153,052
Water				\$258,938
Sanitary Sewer				\$413,564
Storm Drain				\$1,356,717
		<i>Sub-Total Utilities:</i>	<b>\$2,029,219</b>	
Paving				\$747,245
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$48,588
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$2,978,103</b>

<b>LAND</b>	20.3	Acre	\$1	<b>\$20.3</b>
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**SUMMARY**

Construction Costs				\$2,978,103
Miscellaneous Costs				\$91,089
Contingency	5%		\$3,069,192	\$153,460
Land				\$20
<b>NET PROJECT COSTS</b>				<b>\$3,222,670</b>
(w/o land)	Cost Per Lot:	\$36,210	Cost Per Acre:	\$158,839
(w/ land)	Cost Per Lot:	\$36,210	Cost Per Acre:	\$158,840

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	20.3	AC	\$1,200.00	24,346.58
	Unclassified Excavation (See Assumptions Page 2)	32,733	CY	\$2.25	73,648.42
	Rough Lot Grading	89	EA	\$250.00	22,250.00
	Final Pad Benching	89	EA	\$135.00	12,015.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	4,780	LF	\$1.40	6,692.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	24	EA	\$150.00	3,600.00
	Hydromulch	17.0	AC	\$500.00	8,500.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$153,052.00</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	2,449	LF	\$27.75	67,959.75
	8" Gate Valve & Box	13	EA	\$1,900.00	24,700.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box	2	EA	\$3,100.00	6,200.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	9	EA	\$5,600.00	50,400.00
	1" (or 3/4") Water Service w/ Meter Box	89	EA	\$900.00	80,100.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	2	EA	\$3,500.00	7,000.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	1.7	TON	\$5,230.00	8,891.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	3.4	CY	\$600.00	2,040.00
	Connect to Ex. Water Stubout	2	EA	\$1,400.00	2,800.00
	Conc Encasement		LF		0.00
	Bore _ " Water w/ _ " Steel Casing Pipe		LF	\$66.00	0.00
	Testing	2,449	LF	\$1.25	3,061.25
	2 - 4" PVC Conduit (Irrig. Sleeves)	90	LF	\$33.00	2,970.00
	Trench Safety	2,449	LF	\$1.15	2,816.35
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$258,938.35</b>



**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	4,180	LF	\$36.00	150,480.00
	10" PVC Sewer Main (SDR-35)		LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	26	EA	\$4,100.00	106,600.00
	Std. 5' Dia. Manhole	2	EA	\$6,500.00	13,000.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	89	EA	\$1,200.00	106,800.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex. SS Stubout		EA	\$5,000.00	0.00
	Bore 8" SS w/ 12" Steel Casing Pipe	230	LF		0.00
	Manhole - Extra Depth	39	VF	\$400.00	15,600.00
	Manhole Vacuum Test	28	EA	\$275.00	7,700.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	4,410	LF	\$1.85	8,158.50
	Trench Safety	4,180	LF	\$1.25	5,225.00
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$413,563.50</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
' x ' Box Culvert		LF	\$550.00	0.00
6' x 4' Box Culvert	630	LF	\$525.00	330,750.00
- ' x ' MBC ( .__ CY / LF)		LF/CY	\$800.00	0.00
60" RCP		LF	\$324.00	0.00
54" RCP		LF	\$250.00	0.00
48" RCP		LF	\$225.00	0.00
42" RCP		LF	\$210.00	0.00
36" RCP	590	LF	\$180.00	106,200.00
33" RCP		LF	\$160.00	0.00
30" RCP	584	LF	\$150.00	87,600.00
27" RCP	200	LF	\$145.00	29,000.00
24" RCP	1,410	LF	\$120.00	169,200.00
21" RCP	2,479	LF	\$85.00	210,715.00
18" RCP	342	LF	\$0.00	
8' Curb Inlets		EA	\$5,400.00	0.00
10' Curb Inlets	24	EA	\$7,800.00	187,200.00
15' Curb Inlets		EA	\$14,000.00	0.00
20' Curb Inlets		EA	\$6,500.00	0.00
4' x 4' "Y" Inlet		EA	\$7,200.00	0.00
4' Square Manhole		EA	\$8,000.00	0.00
5' Square Manhole	0	EA	\$12,000.00	0.00
6'x3' Grate Inlet	15	EA	\$14,500.00	217,500.00
12' x 12' Conc Junction Box		EA	\$7,200.00	0.00
48" Sloping Headwall	3	EA	\$4,800.00	14,400.00
" Sloping Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Parallel Headwall		EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for ' x ' RCB ( __ CY)		EA/CY		0.00
Flared Wings for - ' x ' MBC ( __ CY)		EA/CY	\$250.00	0.00
Rock Rip Rap	275	SY		0.00
Grade to Drain / Channel Grading			\$1.25	0.00
Trench Safety	5,893	LF	\$0.45	2,651.85
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$70,000.00	0.00
Detention Outfall Structure		LS	\$34.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$2,700.00	0.00
Connect to Ex Storm Drain	1	EA	\$1,500.00	1,500.00
				0.00
<b>TOTAL STORM DRAIN</b>				<b>\$1,356,716.85</b>

**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs (___' B-B)		SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)	9,658	SY	\$37.50	362,183.33
	Conc Alley Pvmt (8-5-8 or 6")	6,115	SY	\$44.00	269,045.33
	___" Lime Subgrade		SY		0.00
	Hydrated Lime (___#/SY)		TON		0.00
	5', 4" Conc. Sidewalk	352	LF	\$33.00	11,616.00
	6', 4" Conc. Sidewalk	1,118	LF		0.00
	12', 6" Conc. Trail	1,575	LF		0.00
	B/F Ramps	8	EA	\$1,300.00	10,400.00
	Street Header		LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	225	LF	\$11.00	2,475.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	8	EA	\$425.00	3,400.00
	Stop Signs - Misc (incl. Pole & Installation)	8	EA	\$600.00	4,800.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail	2,195	LF	\$35.00	76,825.00
					0.00
<b>TOTAL PAVING</b>					<b>\$747,244.67</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				250,250.00
	Construction Management				\$62,562.50
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$312,810.00</b>



**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - P SF Res.**  
 City of Farmers Branch, Dallas County, Texas

**121** Lots (46 Lots: 40' x 105', 75 Lots: 25' x 90')  
**13.9** Acres  
**3065** LF Streets  
**2139** LF Alleys

Date of Est.: **Jan 5, 2017**  
 Revised:  
 Prepared By:  
 Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$106,397
Water				\$310,006
Sanitary Sewer				\$312,284
Storm Drain		<i>Sub-Total Utilities:</i>	<b>\$1,454,154</b>	\$831,864
Paving				\$644,169
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$36,721
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$2,241,440</b>

<b>LAND</b>	13.9	Acre	\$1	<b>\$13.9</b>
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**SUMMARY**

Construction Costs				\$2,241,440
Miscellaneous Costs				\$67,621
Contingency	5%		\$2,309,061	\$115,450
Land				\$14
<b>NET PROJECT COSTS</b>				<b>\$2,424,520</b>
(w/o land)	Cost Per Lot:	\$20,037	Cost Per Acre:	\$174,793
(w/ land)	Cost Per Lot:	\$20,037	Cost Per Acre:	\$174,794

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	13.9	AC	\$1,200.00	16,644.90
	Unclassified Excavation (See Assumptions Page 2)	22,378	CY	\$2.25	50,350.83
	Rough Lot Grading	57	EA	\$250.00	14,250.00
	Final Pad Benching	57	EA	\$135.00	7,695.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	3,683	LF	\$1.40	5,156.20
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	32	EA	\$150.00	4,800.00
	Hydromulch	11.0	AC	\$500.00	5,500.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$106,396.94</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	3,496	LF	\$27.75	97,014.00
	8" Gate Valve & Box	16	EA	\$1,900.00	30,400.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box		EA	\$3,100.00	0.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	7	EA	\$5,600.00	39,200.00
	1" (or 3/4") Water Service w/ Meter Box	121	EA	\$900.00	108,900.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	2.4	TON	\$5,230.00	12,552.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	4.8	CY	\$600.00	2,880.00
	Connect to Ex. Water Stubout	3	EA	\$1,400.00	4,200.00
	Conc Encasement		LF		0.00
	Bore 8" Water w/12" Steel Casing Pipe		LF	\$66.00	0.00
	Testing	3,496	LF	\$1.25	4,370.00
	2 - 4" PVC Conduit (Irrig. Sleeves)	90	LF	\$33.00	2,970.00
	Trench Safety	3,496	LF	\$1.15	4,020.40
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$310,006.40</b>

**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	2,685	LF	\$36.00	96,660.00
	10" PVC Sewer Main (SDR-35)		LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	12	EA	\$4,100.00	49,200.00
	Std. 5' Dia. Manhole		EA	\$6,500.00	0.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	121	EA	\$1,200.00	145,200.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___ " SS w/ ___ " Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	24	VF	\$400.00	9,600.00
	Manhole Vacuum Test	12	EA	\$275.00	3,300.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	2,685	LF	\$1.85	4,967.25
	Trench Safety	2,685	LF	\$1.25	3,356.25
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$312,283.50</b>

**STORM DRAIN**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	' x ' Box Culvert		LF	\$550.00	0.00
	8' x 6' Box Culvert	226	LF	\$525.00	118,650.00
	- ' x ' MBC ( _ CY / LF)		LF/CY	\$800.00	0.00
	60" RCP		LF	\$324.00	0.00
	54" RCP	832	LF	\$250.00	208,000.00
	48" RCP	23	LF	\$225.00	5,175.00
	42" RCP	229	LF	\$210.00	48,090.00
	39" RCP	97	LF	\$180.00	
	36" RCP	340	LF	\$160.00	54,400.00
	33" RCP	301	LF	\$150.00	45,150.00
	30" RCP	717	LF	\$145.00	103,965.00
	27" RCP	126	LF	\$120.00	15,120.00
	24" RCP		LF	\$85.00	0.00
	21" RCP		LF	\$85.00	0.00
	18" RCP	1,595	LF		
	10' Curb Inlets	30	EA	\$5,400.00	162,000.00
	15' Curb Inlets		EA	\$7,800.00	0.00
	20' Curb Inlets		EA	\$14,000.00	0.00
	4' x 4' "Y" Inlet	2	EA	\$6,500.00	13,000.00
	4' Square Manhole		EA	\$7,200.00	0.00
	5' Square Manhole	2	EA	\$8,000.00	16,000.00
	6' Square Manhole	3	EA	\$12,000.00	36,000.00
	' x ' Conc Junction Box		EA	\$14,500.00	0.00
	" Sloping Headwall		EA	\$7,200.00	0.00
	" Sloping Headwall		EA	\$4,800.00	0.00
	" Type B Headwall		EA		0.00
	" Type B Headwall		EA		0.00
	" Parallel Headwall		EA		0.00
	" Parallel Headwall		EA		0.00
	Flared Wings for ' x ' RCB ( _ CY)		EA/CY		0.00
	Flared Wings for - ' x ' MBC ( _ CY)		EA/CY		0.00
	Rock Rip Rap		SY	\$250.00	0.00
	Grade to Drain / Channel Grading				0.00
	Trench Safety	2,891	LF	\$1.25	3,613.75
	Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$0.45	0.00
	Detention Outfall Structure		LS	\$70,000.00	0.00
	Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$34.00	0.00
	Connect to Ex Storm Drain	1	EA	\$2,700.00	2,700.00
				\$1,500.00	0.00
<b>TOTAL STORM DRAIN</b>					<b>\$831,863.75</b>



**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs (___' B-B)	371	SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)	10,557	SY	\$37.50	395,895.83
	Conc Alley Pvmt (8-5-8 or 6")	2,852	SY	\$44.00	125,488.00
	___" Lime Subgrade		SY		0.00
	Hydrated Lime (___#/SY)		TON		0.00
	5', 4" Conc. Sidewalk	2,285	LF	\$33.00	75,405.00
	B/F Ramps	21	EA	\$1,300.00	27,300.00
	Street Header		LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	180	LF	\$11.00	1,980.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	16	EA	\$425.00	6,800.00
	Stop Signs - Misc (incl. Pole & Installation)	8	EA	\$600.00	4,800.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail		LF		0.00
					0.00
					0.00
<b>TOTAL PAVING</b>					<b>\$644,168.83</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				246,375.00
	Construction Management				61,593.75
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$307,970.00</b>

**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - Q SF Res.**  
 City of Farmers Branch, Dallas County, Texas

**97** Lots (56 Lots: 40' x 105', 41 Lots: 25' x 90')  
**17.4** Acres  
**2783** LF Streets  
**3415** LF Alleys

Date of Est.: **Jan 5, 2017**  
 Revised:  
 Prepared By:  
 Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$126,666
Water				\$292,828
Sanitary Sewer				\$311,025
Storm Drain		<i>Sub-Total Utilities:</i>	<b>\$1,078,458</b>	<b>\$474,605</b>
Paving				\$721,282
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$31,495
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$1,957,901</b>

<b>LAND</b>	<b>17.4</b>	<b>Acre</b>	<b>\$1</b>	<b>\$17.4</b>
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**SUMMARY**

Construction Costs				\$1,957,901
Miscellaneous Costs				\$216,597
Contingency		5%	\$2,174,498	\$108,720
Land				\$17
<b>NET PROJECT COSTS</b>				<b>\$2,283,240</b>
(w/o land)	Cost Per Lot:	\$23,538	Cost Per Acre:	\$131,418
(w/ land)	Cost Per Lot:	\$23,539	Cost Per Acre:	\$131,419

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	17.4	AC	\$1,200.00	20,848.51
	Unclassified Excavation (See Assumptions Page 2)	28,030	CY	\$2.25	63,066.75
	Rough Lot Grading	62	EA	\$250.00	15,500.00
	Final Pad Benching	62	EA	\$135.00	8,370.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	3,915	LF	\$1.40	5,481.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	29	EA	\$150.00	4,350.00
	Hydromulch	14.1	AC	\$500.00	7,050.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$126,666.26</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	2,841	LF	\$27.75	78,837.75
	8" Gate Valve & Box	17	EA	\$1,900.00	32,300.00
	12" PVC Water Line	1	LF	\$37.25	37.25
	12" Gate Valve & Box		EA	\$3,100.00	0.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	9	EA	\$5,600.00	50,400.00
	1" (or 3/4") Water Service w/ Meter Box	97	EA	\$900.00	87,300.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	5	EA	\$3,500.00	17,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	1.9	TON	\$5,230.00	9,937.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	3.8	CY	\$600.00	2,280.00
	Connect to Ex. Water Stubout	4	EA	\$1,400.00	5,600.00
	Conc Encasement		LF		0.00
	Bore _ " Water w/ _ " Steel Casing Pipe		LF	\$66.00	0.00
	Testing	2,842	LF	\$1.25	3,552.50
	2 - 4" PVC Conduit (Irrig. Sleeves)	55	LF	\$33.00	1,815.00
	Trench Safety	2,842	LF	\$1.15	3,268.30
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$292,827.80</b>



**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	2,344	LF	\$36.00	84,384.00
	10" PVC Sewer Main (SDR-35)		LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	17	EA	\$4,100.00	69,700.00
	Std. 5' Dia. Manhole		EA	\$6,500.00	0.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	97	EA	\$1,200.00	116,400.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex.SS Stubout	3	EA	\$5,000.00	15,000.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	34	VF	\$400.00	13,600.00
	Manhole Vacuum Test	17	EA	\$275.00	4,675.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	2,344	LF	\$1.85	4,336.40
	Trench Safety	2,344	LF	\$1.25	2,930.00
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$311,025.40</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
' x ' Box Culvert		LF	\$550.00	0.00
' x ' Box Culvert		LF	\$525.00	0.00
- ' x ' MBC ( CY / LF)		LF/CY	\$800.00	0.00
60" RCP		LF	\$324.00	0.00
54" RCP		LF	\$250.00	0.00
48" RCP	356	LF	\$225.00	80,100.00
42" RCP	143	LF	\$210.00	30,030.00
39" RCP	268	LF	\$180.00	
36" RCP	144	LF	\$160.00	23,040.00
33" RCP	126	LF	\$150.00	18,900.00
30" RCP	243	LF	\$145.00	35,235.00
27" RCP	312	LF	\$120.00	37,440.00
24" RCP	495	LF	\$85.00	42,075.00
21" RCP	249	LF	\$85.00	21,165.00
18" RCP	1,065	LF		
10' Curb Inlets	29	EA	\$5,400.00	156,600.00
15' Curb Inlets		EA	\$7,800.00	0.00
20' Curb Inlets		EA	\$14,000.00	0.00
4' x 4' "Y" Inlet	1	EA	\$6,500.00	6,500.00
4' Square Manhole	1	EA	\$7,200.00	7,200.00
5' Square Manhole	1	EA	\$8,000.00	8,000.00
6' Square Manhole		EA	\$12,000.00	0.00
' x ' Conc Junction Box		EA	\$14,500.00	0.00
" Sloping Headwall		EA	\$7,200.00	0.00
" Sloping Headwall		EA	\$4,800.00	0.00
" Type B Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Parallel Headwall		EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for ' x ' RCB ( CY)		EA/CY		0.00
Flared Wings for - ' x ' MBC ( CY)		EA/CY		0.00
Rock Rip Rap		SY	\$250.00	0.00
Grade to Drain / Channel Grading				0.00
Trench Safety	2,336	LF	\$1.25	2,920.00
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$0.45	0.00
Detention Outfall Structure		LS	\$70,000.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$34.00	0.00
Connect to Ex Storm Drain	2	EA	\$2,700.00	5,400.00
			\$1,500.00	0.00
<b>TOTAL STORM DRAIN</b>				<b>\$474,605.00</b>

**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs (___' B-B)	1,678	SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)	9,586	SY	\$37.50	359,470.83
	Conc Alley Pvmt (8-5-8 or 6")	4,553	SY	\$44.00	200,346.67
	___" Lime Subgrade		SY		0.00
	Hydrated Lime (___#/SY)		TON		0.00
	5', 4" Conc. Sidewalk	964	LF	\$33.00	31,812.00
	6', 4" Conc. Sidewalk	2,242	LF	\$36.00	80,712.00
	B/F Ramps	19	EA	\$1,800.00	34,200.00
	Street Header		LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	90	LF	\$11.00	990.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	10	EA	\$425.00	4,250.00
	Stop Signs - Misc (incl. Pole & Installation)	5	EA	\$600.00	3,000.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail		LF		0.00
					0.00
					0.00
<b>TOTAL PAVING</b>					<b>\$721,281.50</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				248,975.00
	Construction Management				\$62,243.75
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$311,220.00</b>



**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - R Wittington Place West**  
 City of Farmers Branch, Dallas County, Texas

**0** Lots (X - '\_x\_'s, X - '\_x\_'s )  
**2.4** Acres  
**1239** LF Streets  
**0** LF Alleys

Date of Est.: **Jan 5, 2017**  
 Revised:  
 Prepared By:  
 Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$19,303
Water				\$99,136
Sanitary Sewer				\$69,669
Storm Drain		<i>Sub-Total Utilities:</i>	<b>\$400,478</b>	<b>\$231,673</b>
Paving				<b>\$412,952</b>
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$14,235
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$846,968</b>

<b>LAND</b>	<b>2.4</b>	<b>Acre</b>	<b>\$1</b>	<b>\$2.4</b>
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**SUMMARY**

Construction Costs				<b>\$846,968</b>
Miscellaneous Costs				<b>\$0</b>
Contingency		<b>5%</b>	<b>\$846,968</b>	<b>\$42,350</b>
Land				<b>\$2</b>
<b>NET PROJECT COSTS</b>				<b>\$889,320</b>
(w/o land)	Cost Per Lot:	#DIV/0!	Cost Per Acre:	\$367,812
(w/ land)	Cost Per Lot:	#DIV/0!	Cost Per Acre:	\$367,813

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	2.4	AC	\$1,200.00	2,901.43
	Unclassified Excavation (See Assumptions Page 2)	3,901	CY	\$2.25	8,776.83
	Rough Lot Grading		EA	\$250.00	0.00
	Final Pad Benching		EA	\$135.00	0.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	2,625	LF	\$1.40	3,675.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	10	EA	\$150.00	1,500.00
	Hydromulch	0.9	AC	\$500.00	450.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$19,303.27</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	1,407	LF	\$27.75	39,044.25
	8" Gate Valve & Box	11	EA	\$1,900.00	20,900.00
	12" PVC Water Line		LF	\$37.50	0.00
	12" Gate Valve & Box	2	EA	\$3,100.00	6,200.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	3	EA	\$5,600.00	16,800.00
	1" (or 3/4") Water Service w/ Meter Box		EA	\$900.00	0.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	1.0	TON	\$5,230.00	5,230.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	2.0	CY	\$600.00	1,200.00
	Connect to Ex. Water Stubout	1	EA	\$1,400.00	1,400.00
	Conc Encasement		LF		0.00
	Bore 8" Water w/12" Steel Casing Pipe		LF	\$66.00	0.00
	Testing	1,407	LF	\$1.25	1,758.75
	2 - 4" PVC Conduit (Irrig. Sleeves)	45	LF	\$33.00	1,485.00
	Trench Safety	1,407	LF	\$1.15	1,618.05
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$99,136.05</b>

**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	1,129	LF	\$36.00	40,644.00
	10" PVC Sewer Main (SDR-35)		LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	3	EA	\$4,100.00	12,300.00
	Std. 5' Dia. Manhole		EA	\$6,500.00	0.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)		EA	\$1,200.00	0.00
	Connect to Ex. MH	2	EA	\$5,000.00	10,000.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	6	VF	\$400.00	2,400.00
	Manhole Vacuum Test	3	EA	\$275.00	825.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	1,129	LF	\$1.85	2,088.65
	Trench Safety	1,129	LF	\$1.25	1,411.25
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$69,668.90</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
5' x 4' Box Culvert		LF	\$550.00	0.00
4' x 4' Box Culvert		LF	\$525.00	0.00
8' x 6' Box Culvert		LF	\$800.00	0.00
_ - _' x _' MBC ( _ CY / LF)		LF / CY	\$410.00	0.00
60" RCP		LF	\$324.00	0.00
54" RCP		LF	\$250.00	0.00
48" RCP		LF	\$225.00	0.00
42" RCP		LF	\$210.00	0.00
36" RCP		LF	\$180.00	0.00
33" RCP		LF	\$160.00	0.00
30" RCP		LF	\$150.00	0.00
27" RCP	14	LF	\$145.00	2,030.00
24" RCP	276	LF	\$120.00	33,120.00
21" RCP	438	LF	\$85.00	37,230.00
18" RCP	729	LF	\$85.00	61,965.00
10' Curb Inlets	10	EA	\$7,800.00	78,000.00
15' Curb Inlets		EA	\$14,000.00	0.00
20' Curb Inlets		EA	\$6,500.00	0.00
4' x 4' "Y" Inlet		EA	\$7,200.00	0.00
4' Square Manhole	2	EA	\$8,000.00	16,000.00
5' Square Manhole		EA	\$12,000.00	0.00
6' Square Manhole		EA	\$14,500.00	0.00
_ ' x _' Conc Junction Box		EA	\$7,200.00	0.00
" Sloping Headwall		EA	\$4,800.00	0.00
" Sloping Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Parallel Headwall		EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for _' x _' RCB ( _ CY)		EA / CY		0.00
Flared Wings for _ - _' x _' MBC ( _ CY)		EA / CY	\$250.00	0.00
Rock Rip Rap		SY		0.00
Grade to Drain / Channel Grading			\$1.25	0.00
Trench Safety	728	LF	\$0.45	327.60
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$70,000.00	0.00
Detention Outfall Structure		LS	\$34.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$2,700.00	0.00
Connect to Ex Storm Drain	2	EA	\$1,500.00	3,000.00
				0.00
<b>TOTAL STORM DRAIN</b>				<b>\$231,672.60</b>



**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs (___' B-B)		SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)		SY		0.00
	10" Conc Pvmt w/ 6" Curbs (45' B-B)	7,520	SY	\$44.75	336,520.00
	Conc Alley Pvmt (8-5-8 or 6")		SY		0.00
	___" Lime Subgrade		SY		0.00
	Hydrated Lime (___#/SY)		TON		0.00
	6', 4" Conc. Sidewalk	308	LF	\$36.00	11,088.00
	8', 6" Conc. Trail	1,054	LF	\$36.00	37,944.00
	B/F Ramps	10	EA	\$1,800.00	18,000.00
	Street Header	244	LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	244	LF		0.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping	1,239	LF		0.00
	4" Traffic Buttons	20	EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)	2	EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	4	EA	\$425.00	1,700.00
	Stop Signs - Misc (incl. Pole & Installation)	2	EA	\$600.00	1,200.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail		LF		0.00
					0.00
					0.00
<b>TOTAL PAVING</b>					<b>\$412,952.00</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				218,099.31
	Construction Management				72,699.77
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$290,800.00</b>

**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - S SF Res.**  
 City of Farmers Branch, Dallas County, Texas

**63** Lots (30 Lots: 50' x 105')  
**16.4** Acres  
**2865** LF Streets  
**3852** LF Alleys

Date of Est.: **Jan 5, 2017**  
 Revised:  
 Prepared By:  
 Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$117,820
Water				\$278,487
Sanitary Sewer				\$289,400
Storm Drain		<i>Sub-Total Utilities:</i>	<b>\$880,098</b>	\$312,211
Paving				\$834,080
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$29,998
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$1,861,996</b>

<b>LAND</b>	16.4	Acre	\$1	<b>\$16.4</b>
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**SUMMARY**

Construction Costs				\$1,861,996
Miscellaneous Costs				\$238,063
Contingency		5%	\$2,100,059	\$105,000
Land				\$16
<b>NET PROJECT COSTS</b>				<b>\$2,205,080</b>
(w/o land)	Cost Per Lot:	\$35,001	Cost Per Acre:	\$134,677
(w/ land)	Cost Per Lot:	\$35,001	Cost Per Acre:	\$134,678

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	16.4	AC	\$1,200.00	19,647.55
	Unclassified Excavation (See Assumptions Page 2)	26,415	CY	\$2.25	59,433.83
	Rough Lot Grading	63	EA	\$250.00	15,750.00
	Final Pad Benching	63	EA	\$135.00	8,505.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	3,310	LF	\$1.40	4,634.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	8	EA	\$150.00	1,200.00
	Hydromulch	13.3	AC	\$500.00	6,650.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$117,820.38</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	3,320	LF	\$27.75	92,130.00
	8" Gate Valve & Box	20	EA	\$1,900.00	38,000.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box		EA	\$3,100.00	0.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	10	EA	\$5,600.00	56,000.00
	1" (or 3/4") Water Service w/ Meter Box	63	EA	\$900.00	56,700.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	2.3	TON	\$5,230.00	12,029.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	4.6	CY	\$600.00	2,760.00
	Connect to Ex. Water Stubout	2	EA	\$1,400.00	2,800.00
	Conc Encasement		LF		0.00
	Bore 8" Water w/12" Steel Casing Pipe	100	LF	\$66.00	6,600.00
	Testing	3,320	LF	\$1.25	4,150.00
	2 - 4" PVC Conduit (Irrig. Sleeves)		LF	\$33.00	0.00
	Trench Safety	3,320	LF	\$1.15	3,818.00
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$278,487.00</b>



**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	2,750	LF	\$36.00	99,000.00
	10" PVC Sewer Main (SDR-35)	0	LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	20	EA	\$4,100.00	82,000.00
	Std. 5' Dia. Manhole	1	EA	\$6,500.00	6,500.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	63	EA	\$1,200.00	75,600.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	30	VF	\$400.00	12,000.00
	Manhole Vacuum Test	21	EA	\$275.00	5,775.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	2,750	LF	\$1.85	5,087.50
	Trench Safety	2,750	LF	\$1.25	3,437.50
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$289,400.00</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
' x ' Box Culvert		LF	\$550.00	0.00
' x ' Box Culvert		LF	\$525.00	0.00
- ' x ' MBC ( .__ CY / LF)		LF/CY	\$800.00	0.00
60" RCP		LF	\$324.00	0.00
54" RCP		LF	\$250.00	0.00
48" RCP	220	LF	\$225.00	49,500.00
42" RCP	880	LF	\$210.00	184,800.00
36" RCP	300	LF	\$180.00	54,000.00
33" RCP		LF	\$160.00	0.00
30" RCP		LF	\$150.00	0.00
27" RCP		LF	\$145.00	0.00
24" RCP		LF	\$120.00	0.00
21" RCP	125	LF	\$85.00	10,625.00
10' Curb Inlets	8	EA	\$85.00	680.00
15' Curb Inlets		EA	\$7,800.00	0.00
20' Curb Inlets		EA	\$14,000.00	0.00
4' x 4' "Y" Inlet		EA	\$6,500.00	0.00
4' Square Manhole		EA	\$7,200.00	0.00
5' Square Manhole	1	EA	\$8,000.00	8,000.00
6' Square Manhole		EA	\$12,000.00	0.00
' x ' Conc Junction Box		EA	\$14,500.00	0.00
" Sloping Headwall		EA	\$7,200.00	0.00
" Sloping Headwall		EA	\$4,800.00	0.00
" Type B Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Parallel Headwall		EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for ' x ' RCB ( __ CY)		EA/CY		0.00
Flared Wings for - ' x ' MBC ( __ CY)		EA/CY		0.00
Rock Rip Rap		SY	\$250.00	0.00
Grade to Drain / Channel Grading				0.00
Trench Safety	1,525	LF	\$1.25	1,906.25
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$0.45	0.00
Detention Outfall Structure		LS	\$70,000.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$34.00	0.00
Connect to Ex Storm Drain	1	EA	\$2,700.00	2,700.00
			\$1,500.00	0.00
<b>TOTAL STORM DRAIN</b>				<b>\$312,211.25</b>

**PAVING**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
6" Conc Pvmt w/ 6" Curbs (___' B-B)		SY		0.00
8" Conc Pvmt w/ 6" Curbs (31' B-B)	9,868	SY	\$37.50	370,062.50
Conc Alley Pvmt (8-5-8 or 6")	5,136	SY	\$44.00	225,984.00
___" Lime Subgrade		SY		0.00
Hydrated Lime (___#/SY)		TON		0.00
5', 4" Conc. Sidewalk	0	LF	\$36.00	0.00
6', 4" Conc. Sidewalk	4,013	LF	\$36.00	144,468.00
8', 6" Conc. Trail	1,115	LF	\$36.00	40,140.00
B/F Ramps	20	EA	\$1,800.00	36,000.00
Street Header		LF		0.00
Std. Street Barricade		LF		0.00
Sawcut & Remove Ex Conc Curb & Gut / Pvmt	225	LF	\$11.00	2,475.00
Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
4" White Reflective Striping		LF		0.00
4" Traffic Buttons		EA		0.00
White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
Traffic Control	1	LS	\$6,500.00	6,500.00
Remove & Dispose of Ex. Barricade		EA		0.00
Street Signs - Name Blades	10	EA	\$425.00	4,250.00
Stop Signs - Misc (incl. Pole & Installation)	7	EA	\$600.00	4,200.00
Stamped/Colored Conc Pvmt		SY		0.00
Metal Beam Guard Rail		LF		0.00
				0.00
				0.00
<b>TOTAL PAVING</b>				<b>\$834,079.50</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				309,400.00
	Construction Management				\$77,350.00
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$386,750.00</b>



**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - S SF Res.**  
City of Farmers Branch, Dallas County, Texas

**312** Lots (30 Lots: 50' x 105')  
**55.0** Acres  
**7020** LF Streets  
**5616** LF Alleys

Date of Est.: **Jan 5, 2017**  
Revised:  
Prepared By:  
Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$417,854
Water				\$605,837
Sanitary Sewer				\$727,709
Storm Drain		<i>Sub-Total Utilities:</i>	<b>\$1,940,696</b>	\$607,150
Paving				\$1,474,255
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$59,762
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$3,892,566</b>

<b>LAND</b>	<b>55.0</b>	<b>Acre</b>	<b>\$1</b>	<b>\$55.0</b>
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**SUMMARY**

Construction Costs				\$3,892,566
Miscellaneous Costs				\$238,312
Contingency		<b>5%</b>	<b>\$4,130,878</b>	\$206,540
Land				\$55
<b>NET PROJECT COSTS</b>				<b>\$4,337,470</b>
(w/o land)	Cost Per Lot:	\$13,902	Cost Per Acre:	\$78,862
(w/ land)	Cost Per Lot:	\$13,902	Cost Per Acre:	\$78,863

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	55.0	AC	\$1,200.00	66,000.00
	Unclassified Excavation (See Assumptions Page 2)	88,733	CY	\$2.25	199,650.00
	Rough Lot Grading	312	EA	\$250.00	78,000.00
	Final Pad Benching	312	EA	\$135.00	42,120.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	3,310	LF	\$1.40	4,634.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	8	EA	\$150.00	1,200.00
	Hydromulch	48.5	AC	\$500.00	24,250.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$417,854.00</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	6,318	LF	\$27.75	175,324.50
	8" Gate Valve & Box	20	EA	\$1,900.00	38,000.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box		EA	\$3,100.00	0.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	10	EA	\$5,600.00	56,000.00
	1" (or 3/4") Water Service w/ Meter Box	312	EA	\$900.00	280,800.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	4.3	TON	\$5,230.00	22,489.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	8.6	CY	\$600.00	5,160.00
	Connect to Ex. Water Stubout	2	EA	\$1,400.00	2,800.00
	Conc Encasement		LF		0.00
	Bore 8" Water w/12" Steel Casing Pipe	100	LF	\$66.00	6,600.00
	Testing	6,318	LF	\$1.25	7,897.50
	2 - 4" PVC Conduit (Irrig. Sleeves)		LF	\$33.00	0.00
	Trench Safety	6,318	LF	\$1.15	7,265.70
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$605,836.70</b>

**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	6,318	LF	\$36.00	227,448.00
	10" PVC Sewer Main (SDR-35)	0	LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	20	EA	\$4,100.00	82,000.00
	Std. 5' Dia. Manhole	1	EA	\$6,500.00	6,500.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	312	EA	\$1,200.00	374,400.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	30	VF	\$400.00	12,000.00
	Manhole Vacuum Test	21	EA	\$275.00	5,775.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	6,318	LF	\$1.85	11,688.30
	Trench Safety	6,318	LF	\$1.25	7,897.50
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$727,708.80</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
' x ' Box Culvert		LF	\$550.00	0.00
' x ' Box Culvert		LF	\$525.00	0.00
- ' x ' MBC (___ CY/LF)		LF/CY	\$800.00	0.00
60" RCP		LF	\$324.00	0.00
54" RCP		LF	\$250.00	0.00
48" RCP	400	LF	\$225.00	90,000.00
42" RCP	900	LF	\$210.00	189,000.00
36" RCP	600	LF	\$180.00	108,000.00
33" RCP		LF	\$160.00	0.00
30" RCP		LF	\$150.00	0.00
27" RCP		LF	\$145.00	0.00
24" RCP		LF	\$120.00	0.00
21" RCP	300	LF	\$85.00	25,500.00
10' Curb Inlets	8	EA	\$5,400.00	43,200.00
15' Curb Inlets	15	EA	\$7,800.00	117,000.00
20' Curb Inlets		EA	\$14,000.00	0.00
4' x 4' "Y" Inlet	2	EA	\$6,500.00	13,000.00
4' Square Manhole		EA	\$7,200.00	0.00
5' Square Manhole	2	EA	\$8,000.00	16,000.00
6' Square Manhole		EA	\$12,000.00	0.00
' x ' Conc Junction Box		EA	\$14,500.00	0.00
" Sloping Headwall		EA	\$7,200.00	0.00
" Sloping Headwall		EA	\$4,800.00	0.00
" Type B Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Parallel Headwall		EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for ' x ' RCB (___ CY)		EA/CY		0.00
Flared Wings for - ' x ' MBC (___ CY)		EA/CY		0.00
Rock Rip Rap		SY	\$250.00	0.00
Grade to Drain / Channel Grading				0.00
Trench Safety	2,200	LF	\$1.25	2,750.00
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$0.45	0.00
Detention Outfall Structure		LS	\$70,000.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$34.00	0.00
Connect to Ex Storm Drain	1	EA	\$2,700.00	2,700.00
			\$1,500.00	0.00
<b>TOTAL STORM DRAIN</b>				<b>\$607,150.00</b>



**PAVING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmnt w/ 6" Curbs ( _ ' B-B)		SY		0.00
	8" Conc Pvmnt w/ 6" Curbs (31' B-B)	24,180	SY	\$37.50	906,750.00
	Conc Alley Pvmnt (8-5-8 or 6")	7,488	SY	\$44.00	329,472.00
	_ " Lime Subgrade		SY		0.00
	Hydrated Lime ( _#/SY)		TON		0.00
	5', 4" Conc. Sidewalk	0	LF	\$36.00	0.00
	6', 4" Conc. Sidewalk	4,013	LF	\$36.00	144,468.00
	8', 6" Conc. Trail	1,115	LF	\$36.00	40,140.00
	B/F Ramps	20	EA	\$1,800.00	36,000.00
	Street Header		LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmnt	225	LF	\$11.00	2,475.00
	Temp Asphalt Pvmnt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmnt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	10	EA	\$425.00	4,250.00
	Stop Signs - Misc (incl. Pole & Installation)	7	EA	\$600.00	4,200.00
	Stamped/Colored Conc Pvmnt		SY		0.00
	Metal Beam Guard Rail		LF		0.00
					0.00
					0.00
<b>TOTAL PAVING</b>					<b>\$1,474,255.00</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				452,400.00
	Construction Management				\$113,100.00
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$565,500.00</b>

**PROJECTED DEVELOPMENT QUANTITIES**  
**Mercer Crossing/West - S SF Res.**  
 City of Farmers Branch, Dallas County, Texas

**1** Lots (30 Lots: 50' x 105')  
**9.0** Acres  
**1100** LF Streets  
**0** LF Alleys

Date of Est.: **Jan 5, 2017**  
 Revised:  
 Prepared By:  
 Zoning (Existing): **PD 99**

**CONSTRUCTION COSTS**

Earthwork				\$55,489
Water				\$90,724
Sanitary Sewer				\$155,300
Storm Drain		<i>Sub-Total Utilities:</i>	<b>\$295,033</b>	\$49,009
Paving				\$69,025
Perimeter Street or Offsite Improvements ?				
P, P & M Bonds (2% of Paving & Utilities)				\$6,371
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$425,918</b>

<b>LAND</b>	<b>9.0</b>	<b>Acre</b>	<b>\$1</b>	<b>\$9.0</b>
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**SUMMARY**

Construction Costs				\$425,918
Miscellaneous Costs				\$238,001
Contingency		<b>5%</b>	<b>\$663,919</b>	\$33,200
Land				\$9
<b>NET PROJECT COSTS</b>				<b>\$697,130</b>
(w/o land)	Cost Per Lot:	\$697,121	Cost Per Acre:	\$77,458
(w/ land)	Cost Per Lot:	\$697,130	Cost Per Acre:	\$77,459

**EARTHWORK**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Clear, Strip & Grub (\$400 - \$2000)	9.0	AC	\$1,200.00	10,800.00
	Unclassified Excavation (See Assumptions Page 2)	14,520	CY	\$2.25	32,670.00
	Rough Lot Grading	1	EA	\$250.00	250.00
	Final Pad Benching	1	EA	\$135.00	135.00
	Moisture Conditioning / Water Injection		LOT/CY		0.00
	Cover Pads with Poly		LOT		0.00
	Cover ROW with Poly		SF/SY		0.00
	Imported Fill Material		CY		0.00
	Detention Pond Excavation		CY		0.00
	Pond Mucking		LS		0.00
	Demolition of Ex Structures		LS		0.00
	Disposal of Unsuitable Materials		LS		0.00
	Rock Excavation Surcharge		CY		0.00
	Silt Fence	3,310	LF	\$1.40	4,634.00
	Construction Entrance	1	EA	\$2,000.00	2,000.00
	Ex. Water Well Abandonment		LS		0.00
	SWP3 Inlet Protection Ty I	4	EA	\$150.00	600.00
	Hydromulch	8.8	AC	\$500.00	4,400.00
	Recompaction of Soil (See Assumptions Page 2)		AC		0.00
<b>TOTAL EARTHWORK - RESIDENTIAL</b>					<b>\$55,489.00</b>

**WATER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Water Line	1,200	LF	\$27.75	33,300.00
	8" Gate Valve & Box	4	EA	\$1,900.00	7,600.00
	12" PVC Water Line		LF	\$37.25	0.00
	12" Gate Valve & Box		EA	\$3,100.00	0.00
	Fire Hydrant Assembly (w/ 6" Lead & Valve)	5	EA	\$5,600.00	28,000.00
	1" (or 3/4") Water Service w/ Meter Box	1	EA	\$900.00	900.00
	1" Wtr Service w/ 3/4" Bullhead & 2 Mtr Boxes		EA	\$1,400.00	0.00
	1" Irrigation Service w/ Meter Box	1	EA	\$3,500.00	3,500.00
	_ " x _ " Tapping Sleeve & Valve		EA		0.00
	_ " Blow-Off / Air Release Valve		EA		0.00
	Cast Iron Fittings (1 ton / 1500-1750 LF - if all 8")	0.8	TON	\$5,230.00	4,184.00
	Concrete Blocking (2cy / ton if all 8" wtr & no vert bends)	1.6	CY	\$600.00	960.00
	Connect to Ex. Water Stubout	2	EA	\$1,400.00	2,800.00
	Conc Encasement		LF		0.00
	Bore 8" Water w/12" Steel Casing Pipe	100	LF	\$66.00	6,600.00
	Testing	1,200	LF	\$1.25	1,500.00
	2 - 4" PVC Conduit (Irrig. Sleeves)		LF	\$33.00	0.00
	Trench Safety	1,200	LF	\$1.15	1,380.00
	Pressure Reducing Valves ? (FW)		EA		0.00
					0.00
					0.00
<b>TOTAL WATER</b>					<b>\$90,724.00</b>



**SANITARY SEWER**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	8" PVC Sewer Main (SDR-35)		LF	\$29.00	0.00
	8" PVC Sewer Main (SDR-26)	2,750	LF	\$36.00	99,000.00
	10" PVC Sewer Main (SDR-35)	0	LF	\$33.00	0.00
	12" PVC Sewer Main (SDR-35)		LF	\$36.00	0.00
	4" PVC Force Main		LF	\$67.00	0.00
	Std. 4' Dia. Manhole	8	EA	\$4,100.00	32,800.00
	Std. 5' Dia. Manhole	1	EA	\$6,500.00	6,500.00
	4' Dia. Drop Manhole		EA	\$5,500.00	0.00
	4' Dia. Manhole Over Ex Main		EA	\$9,000.00	0.00
	Std. Cleanout (on main line)		EA	\$2,400.00	0.00
	4" PVC Swr. Service (w/ Cleanout?)	1	EA	\$1,200.00	1,200.00
	Connect to Ex. MH		EA	\$5,000.00	0.00
	Connect to Ex.SS Stubout		EA	\$5,000.00	0.00
	Bore ___" SS w/ ___" Steel Casing Pipe		LF		0.00
	Manhole - Extra Depth	12	VF	\$400.00	4,800.00
	Manhole Vacuum Test	9	EA	\$275.00	2,475.00
	Protective Internal MH Coating		VF		0.00
	Concrete Encasement		LF		0.00
	Sani Sewer Lift Station (___ MGD)		EA		0.00
	Scada System for LS		LS		0.00
	Abandon Ex. SS (cut & plug each end / pressure grout)		LF		0.00
	TV Inspection	2,750	LF	\$1.85	5,087.50
	Trench Safety	2,750	LF	\$1.25	3,437.50
	Aerial Crossing - creek/ditch		LS		0.00
					0.00
					0.00
<b>TOTAL SANITARY SEWER</b>					<b>\$155,300.00</b>

**STORM DRAIN**

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
' x ' Box Culvert		LF	\$550.00	0.00
' x ' Box Culvert		LF	\$525.00	0.00
- ' x ' MBC ( _ CY / LF)		LF/CY	\$800.00	0.00
60" RCP		LF	\$324.00	0.00
54" RCP		LF	\$250.00	0.00
48" RCP	0	LF	\$225.00	0.00
42" RCP	0	LF	\$210.00	0.00
36" RCP	150	LF	\$180.00	27,000.00
33" RCP		LF	\$160.00	0.00
30" RCP		LF	\$150.00	0.00
27" RCP		LF	\$145.00	0.00
24" RCP		LF	\$120.00	0.00
21" RCP	125	LF	\$85.00	10,625.00
10' Curb Inlets	4	EA	\$85.00	340.00
15' Curb Inlets		EA	\$7,800.00	0.00
20' Curb Inlets		EA	\$14,000.00	0.00
4' x 4' "Y" Inlet		EA	\$6,500.00	0.00
4' Square Manhole		EA	\$7,200.00	0.00
5' Square Manhole	1	EA	\$8,000.00	8,000.00
6' Square Manhole		EA	\$12,000.00	0.00
' x ' Conc Junction Box		EA	\$14,500.00	0.00
" Sloping Headwall		EA	\$7,200.00	0.00
" Sloping Headwall		EA	\$4,800.00	0.00
" Type B Headwall		EA		0.00
" Type B Headwall		EA		0.00
" Parallel Headwall		EA		0.00
" Parallel Headwall		EA		0.00
Flared Wings for ' x ' RCB ( _ CY)		EA/CY		0.00
Flared Wings for - ' x ' MBC ( _ CY)		EA/CY		0.00
Rock Rip Rap		SY	\$250.00	0.00
Grade to Drain / Channel Grading				0.00
Trench Safety	275	LF	\$1.25	343.75
Seed, Sod or Hydromulch & Temp. Watering Til 70%		SF / SY	\$0.45	0.00
Detention Outfall Structure		LS	\$70,000.00	0.00
Conc Channel Lining (if velocity 6 fps +)		SY / LF	\$34.00	0.00
Connect to Ex Storm Drain	1	EA	\$2,700.00	2,700.00
			\$1,500.00	0.00
<b>TOTAL STORM DRAIN</b>				<b>\$49,008.75</b>

**PAVING**

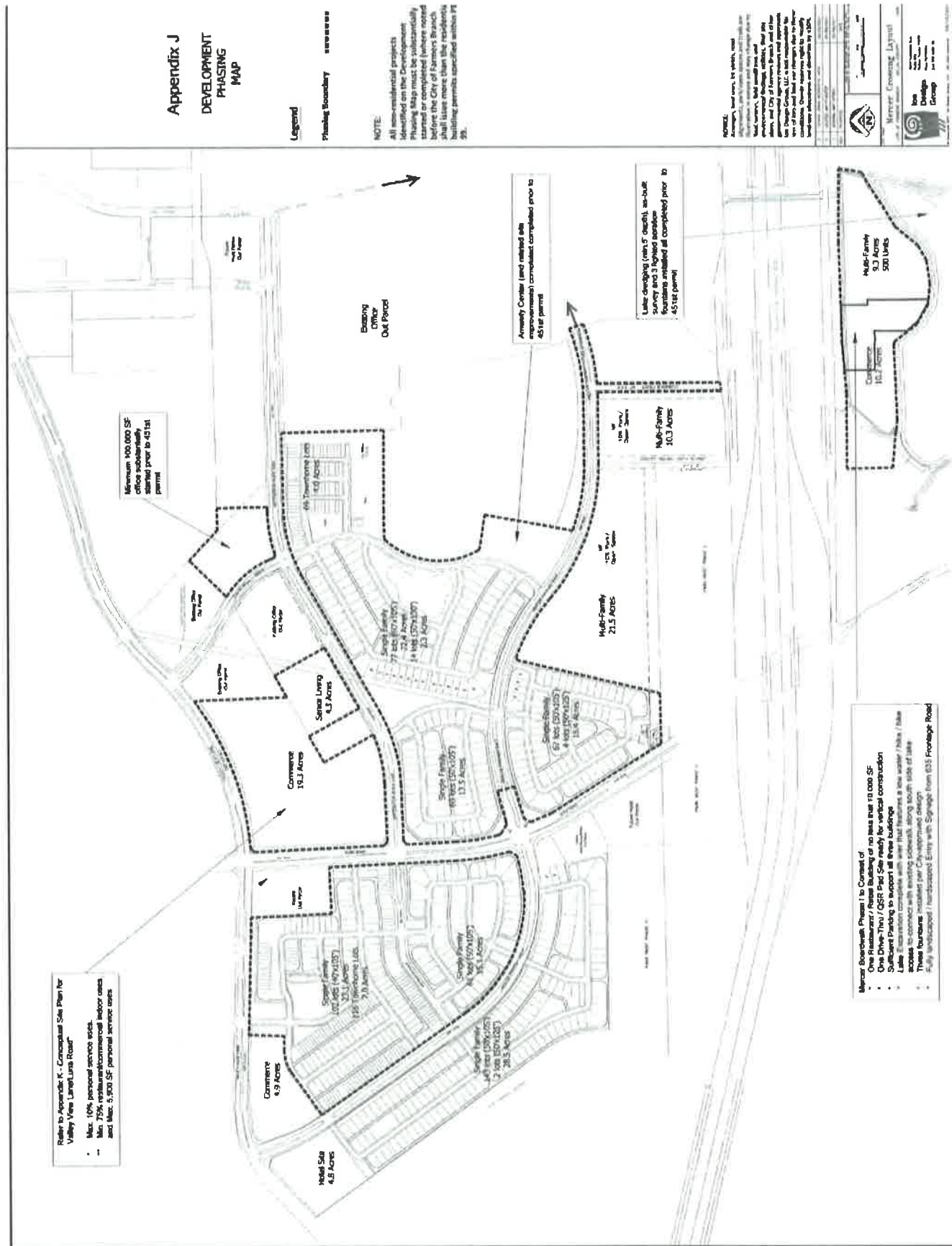
	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	6" Conc Pvmt w/ 6" Curbs (___' B-B)		SY		0.00
	8" Conc Pvmt w/ 6" Curbs (31' B-B)	800	SY	\$37.50	30,000.00
	Conc Alley Pvmt (8-5-8 or 6")	0	SY	\$44.00	0.00
	___" Lime Subgrade		SY		0.00
	Hydrated Lime (___#/SY)		TON		0.00
	5', 4" Conc. Sidewalk	0	LF	\$36.00	0.00
	6', 4" Conc. Sidewalk	0	LF	\$36.00	0.00
	8', 6" Conc. Trail	400	LF	\$36.00	14,400.00
	B/F Ramps	4	EA	\$1,800.00	7,200.00
	Street Header		LF		0.00
	Std. Street Barricade		LF		0.00
	Sawcut & Remove Ex Conc Curb & Gut / Pvmt	225	LF	\$11.00	2,475.00
	Temp Asphalt Pvmt (Turn Around or Transition)		SY		0.00
	4" White Reflective Striping		LF		0.00
	4" Traffic Buttons		EA		0.00
	White Reflective Pvmt Markings (Arrow, ONLY, etc)		EA		0.00
	Traffic Control	1	LS	\$6,500.00	6,500.00
	Remove & Dispose of Ex. Barricade		EA		0.00
	Street Signs - Name Blades	10	EA	\$425.00	4,250.00
	Stop Signs - Misc (incl. Pole & Installation)	7	EA	\$600.00	4,200.00
	Stamped/Colored Conc Pvmt		SY		0.00
	Metal Beam Guard Rail		LF		0.00
					0.00
					0.00
<b>TOTAL PAVING</b>					<b>\$69,025.00</b>

**ENGINEERING & SURVEYING**

	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Engineering				0.00
	Surveying/Staking				0.00
	Boundary Survey				0.00
	Traffic Impact Analysis				0.00
	Flood Study				0.00
	CLOMR/LOMR				0.00
	404 Permitting				0.00
	Engineering & Surveying Subtotal				95,000.00
	Construction Management				\$23,750.00
<b>TOTAL ENGINEERING &amp; SURVEYING</b>					<b>\$118,750.00</b>



**EXHIBIT C**  
**CONCEPT SITE PLAN**  
**(See Attached)**



# Appendix J DEVELOPMENT PHASING MAP

## Legend

Phasing Boundary

## NOTE

All non-residential projects identified on the Development Phasing Map must be constructed prior to the City of Farmers Branch shall issue more than the residential building permits specified within 95.

NOTES:  
1. All non-residential projects identified on the Development Phasing Map must be constructed prior to the City of Farmers Branch shall issue more than the residential building permits specified within 95.  
2. All non-residential projects identified on the Development Phasing Map must be constructed prior to the City of Farmers Branch shall issue more than the residential building permits specified within 95.  
3. All non-residential projects identified on the Development Phasing Map must be constructed prior to the City of Farmers Branch shall issue more than the residential building permits specified within 95.



Merrett Crossing Layout

Merrett Design Group

Refer to Appendix K - Conceptual Site Plan for Valley View Land/Lots Road

- Min. 10% personal service uses
- Min. 75% restaurant/commercial/retail uses
- and Max. 5,000 SF personal service uses

Merrett Crossing Phase 1 to consist of:

- One Restaurant / Retail Building of no less than 10,000 SF
- One Drive-Thru / QSR Pad Site ready for vertical construction
- Sufficient Parking to support all three buildings
- Lane Extension complete with water that features a low water / bike / hike scores to connect with existing sidewalk along south side of lake
- Trail Network
- Fully landscaped / landscaped Entry with Signage from 655 Frontage Road

**EXHIBIT D**  
**PROPERTY DESCRIPTION**

## **EXHIBIT D**

### **Metes and Bounds**

**PID 397.57 ACRES:** Being a tract of land out of the J. F. Chenoeth Survey, Abstract No. 267, the F. Miller Survey, Abstract No. 926, the W. Shannon Survey, Abstract No. 1337 and the H. C. Marsh Survey, Abstract No. 916 and situated in the City of Farmers Branch, Dallas County, Texas, and being more particularly described by metes and bounds as follows (based on records and not an on-the-ground survey):

Beginning in the southerly right-of-way line of Valley View Lane at the northwest corner of Block A, Westside Addition Section 1, an addition to the City of Farmers Branch according to the plat recorded as Document No. 200600172708 in the Official Public Records of Dallas County;

Thence North 46 degrees 37 minutes 54 seconds East with said right-of-way line a distance of 445.85 feet;

Thence North 65 degrees 44 minutes 36 seconds East continuing with said right-of-way line a distance of 296.40 feet to the beginning of a curve to the right with a radius of 1572.28 feet and whose chord bears North 85 degrees 39 minutes 03 seconds East at 344.68 feet;

Thence easterly continuing with said right-of-way line and with said curve along an arc length of 345.37;

Thence South 88 degrees 36 minutes 12 seconds East continuing with said right-of-way line a distance of 1128.68 feet to the northwest corner of the same tract of land described in the deed to Thompson I Graham Mortgage Corporation recorded as Document No. 201100087228 in the Official Public Records of Dallas County, Texas;

Thence South 01 degrees 49 minutes 17 seconds East with the westerly boundary line of said Thomas tract a distance of 524.72 feet to the southwest corner thereof;

Thence North 88 degrees 50 minutes 25 seconds East a distance of 460.17 feet to the easterly right-of-way line of Luna Road;

Thence North 02 degrees 42 minutes 47 seconds West with said easterly right-of-way line a distance of 485.72 feet to the southwest end of a corner clip for said easterly right-of-way line and said southerly right-of-way line;

Thence North 42 degrees 29 minutes 34 seconds East with said corner clip a distance of 38.72 feet to the beginning of a curve to the left with a radius of 1975.08 feet and whose chord bears North 69 degrees 28 minutes 39 seconds East at 1085.28 feet;



Thence easterly with said southerly right-of-way line and with said curve along an arc length of 1099.42 feet to the northeast corner of Lot 1, Block A, Mercer School Addition, in addition to the City of Farmers Branch according to the plat recorded as Document No. 201400169982 in said plat records;

Thence South 02 degrees 23 minutes 57 seconds East with the easterly boundary line of said Lot 1 a distance of 613.05 feet;

Thence North 60 degrees 36 minutes 58 seconds East continuing with said easterly boundary line a distance of 169.79 feet;

Thence South 29 degrees 25 minutes 10 seconds East a distance of 394.54 feet to the northerly right-of-way line Wittington Place;

Thence North 60 degrees 37 minutes 23 seconds East with said northerly right-of-way line a distance of 513.71 feet to the beginning of a curve to the right with a radius of 1057.93 feet and whose chord bears North 66 degrees 20 minutes 36 seconds East at 210.89 feet;

Thence easterly continuing with said northerly right-of-way line and with said curve along an arc length of 211.24 feet to the end of said curve;

Thence North 66 degrees 15 minutes 17 seconds West a distance of 23.02 feet to the easterly right-of-way line of Chartwell Drive;

Thence North 24 degrees 08 minutes 39 seconds West with said easterly right-of-way line a distance of 39.22 feet to the beginning of a curve to the left with a radius of 642.50 feet and whose chord bears North 41 degrees 27 minutes 00 seconds West at 381.85;

Thence northwesterly with said easterly right-of-way line and with said curve along an arc length of 387.71 feet to an outer corner of Block F of said Westside Addition;

Thence North 44 degrees 13 minutes 26 seconds East with the northerly boundary line of said Block F a distance of 359.11 feet to the most northerly corner thereof and the most easterly corner of Lot 1, Block 1, Mercer Crossing Addition I, an addition to the City of Farmers Branch, Texas according to the plat thereof recorded in Volume 2003184, Page 61, Official Public Records of Dallas County, Texas;

Thence North 46 degrees 00 minutes 57 seconds West with the easterly boundary line of said Lot 1 a distance of 597.81 feet to the southerly right-of-way line of Valley View Lane and the beginning of a curve to the right with a radius of 1763.60 feet and whose chord bears North 58 degrees 46 minutes 05 seconds East at 230.74 feet;

Thence easterly with said southerly right-of-way line and with said curve along an arc length of 230.91 feet to the beginning of a curve to the right with a radius of 1367.69 feet and whose chord bears North 68 degrees 36 minutes 54 seconds East at 346.16 feet;

Thence easterly continuing with said southerly right-of-way line and with said curve along an arc length of 347.09 feet to the beginning of a curve to the left with a radius of 7257.62 feet and whose chord bears North 74 degrees 02 minutes 29 seconds East at 758.85 feet;

Thence easterly continuing with said southerly right-of-way line and with said curve along an arc length of 759.20 feet to the beginning of a curve to the left with a radius of 6128.08 feet and whose chord bears North 68 degrees 46 minutes 14 seconds East at 384.44 feet;

Thence easterly continuing with said southerly right-of-way line and with said curve along an arc length of 384.50 feet to the end of said curve;

Thence North 66 degrees 58 minutes 06 seconds East continuing with said southerly right-of-way line a distance of 251.01 feet to the northeast corner of the same tract of land described in the deed to Edina Park Plaza Associated Limited Partnership recorded as Document No. 20070299861 in the Official Public Records of Dallas County, Texas;

Thence South 01 degrees 25 minutes 49 seconds East with the easterly boundary line of said Edina tract a distance of 308.86 feet to an outer corner thereof;

Thence North 89 degrees 31 minutes 06 seconds East a distance of 251.04 feet to the northeast corner of the same tract of land described in the deed to ART GNB, Inc. recorded as Document No. 200700248392 in the Official Public Records of Dallas County, Texas;

Thence South 01 degrees 16 minutes 03 seconds East a distance of 835.26 feet to an inner corner of said ART tract;

Thence North 89 degrees 25 minutes 21 seconds East with the northerly boundary line of said ART tract a distance of 1515.94 feet to for the most easterly northeast corner of said ART tract;

Thence South 00 degrees 26 minutes 39 seconds East with the easterly boundary line of said ART tract a distance of 64.99 feet to the southeast corner thereof;

Thence South 89 degrees 25 minutes 21 seconds West with the southerly boundary line of said ART tract a distance of 990.18 feet to an angle point in said southerly boundary line;

Thence South 71 degrees 58 minutes 12 seconds West continuing with said southerly boundary line a distance of 181.17 feet to an angle point therein;

Thence South 88 degrees 36 minutes 21 seconds West a distance of 150.38 feet to the westerly right of Hutton Drive and the beginning of a curve to the right-of-way line with a radius of 1501.00 feet and whose chord bears South 03 degrees 39 minutes 03 seconds West at 205.99 feet;

Thence southerly with said westerly right-of-way line and said curve along an arc length of 206.15 to the end of said curve;

Thence South 07 degrees 35 minutes 08 seconds West continuing with said westerly right-of-way line a distance of 117.52 feet to the northeasterly end of a corner clip for said westerly right-of-way line and the northerly right-of-way line of Wittington Place;

Thence South 48 degrees 06 minutes 41 seconds West with said corner clip a distance of 38.03 feet to the southwesterly end thereof;

Thence South 88 degrees 37 minutes 00 seconds West with said northerly boundary line a distance of 951.29 feet;

Thence South 01 degrees 11 minutes 26 seconds East a distance of 931.54 feet to an inner corner of the easterly boundary line of the same tract of land described in the deed to Income Opportunity Realty Investors, Inc. recorded in Volume 2000249, Page 5755 in the Deed Records of Dallas County, Texas;

Thence with the easterly boundary line of said Income tract the following calls:

South 89 degrees 59 minutes 19 seconds East a distance of 102.00 feet;

North 44 degrees 59 minutes 12 seconds East a distance of 94.75 feet;

North 89 degrees 51 minutes 39 seconds East a distance of 50.15 feet;

South 44 degrees 36 minutes 21 seconds East a distance of 80.35 feet;

North 89 degrees 51 minutes 39 seconds East a distance of 248.22 feet;

Thence South 01 degrees 23 minutes 22 seconds East a distance of 248.13 feet to the beginning of a curve to the left with a radius of 3808.96 feet and whose chord bears South 05 degrees 01 minutes 43 seconds East at 483.53 feet;

Southerly with said curve along an arc length of 483.86 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the left with a radius of 1289.35 feet and whose chord bears South 13 degrees 12 minutes 33 seconds East at 204.18 feet;

**Southerly with said curve along an arc length of 204.39 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the end of said curve;**

**South 15 degrees 33 minutes 53 seconds East a distance of 103.07 feet to a 1/2 inch "MILLER 5665" capped steel rod set;**

**South 13 degrees 46 minutes 03 seconds East a distance of 56.22 feet to a 1/2 inch "MILLER 5665" capped steel rod set;**

**South 14 degrees 36 minutes 41 seconds East a distance of 29.70 feet to a 1/2 inch "MILLER 5665" capped steel rod set;**

**South 59 degrees 18 minutes 52 seconds East a distance of 20.93 feet to a 1/2 inch "MILLER 5665" capped steel rod set;**

**South 15 degrees 31 minutes 49 seconds East a distance of 48.61 feet to the northerly boundary line of Mercer Parkway;**

**Thence South 13 degrees 16 minutes 49 seconds East a distance of 100.29 feet to the southerly right-of-way line of Mercer Parkway;**

**Thence South 15 degrees 27 minutes 04 seconds East a distance of 161.89 feet;**

**Thence South 00 degrees 25 minutes 15 seconds East continuing with said easterly boundary line a distance of 489.62 feet;**

**Thence South 45 degrees 51 minutes 03 seconds West continuing with said easterly boundary line a distance of 271.62 feet;**

**Thence South 38 degrees 35 minutes 25 seconds West continuing with said easterly boundary line a distance of 107.79 feet to the most southerly southeast corner of said income tract, said rod being in the northerly right-of-way line of LBJ Freeway;**

**Thence North 88 degrees 13 minutes 04 seconds East with the northerly right-of-way line of LBJ Freeway a distance of 513.89 feet;**

**Thence South 78 degrees 59 minutes 17 seconds East continuing with said northerly right-of-way line a distance of 137.87 feet to the westerly boundary line of the same tract of land described in the deed to Graham Mortgage Corporation recorded as Document No. 2011-87228 of said public records;**

**Thence North 00 degrees 01 minutes 27 seconds East with the westerly boundary line of said Graham tract a distance of 115.44 feet;**

**Thence North 89 degrees 29 minutes 34 seconds East continuing with said westerly boundary line a distance of 50.00 feet;**



Thence North 00 degrees 34 minutes 11 seconds West continuing with said westerly boundary line a distance of 329.19 feet to the northwest corner of said Graham tract;

Thence South 89 degrees 40 minutes 06 seconds East with the northerly boundary line of said Graham tract a distance of 437.40 feet to the northeast corner thereof, same being in the westerly right-of-way line of Knightsbridge Road;

Thence North 86 degrees 50 minutes 38 seconds East a distance of 110.09 feet to the easterly right-of-way line of Knightsbridge Road, same being the northwest corner of Lot 2, Block A, Trinity East Addition, an addition to the City of Farmers Branch, Texas according to the plat thereof recorded in Instrument No. 201100225466 of said public records;

Thence North 89 degrees 18 minutes 34 seconds East with the northerly boundary line of said Block A a distance of 336.82 feet to the northwest corner thereof;

Thence South 08 degrees 44 minutes 51 seconds West with the easterly boundary line of said Block A a distance of 453.35 feet to the southeast corner thereof, same being in said northerly right-of-way line of LBJ Freeway;

Thence South 86 degrees 00 minutes 51 seconds West with the southerly boundary line of said Block A and with said northerly right-of-way line a distance of 206.49 feet;

Thence South 00 degrees 18 minutes 51 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 18.98 feet;

Thence South 89 degrees 29 minutes 30 seconds West with said northerly right-of-way line a distance of 554.57 feet;

Thence North 00 degrees 30 minutes 30 seconds West continuing with said northerly right-of-way line a distance of 14.00 feet;

Thence North 78 degrees 59 minutes 17 seconds West continuing with said northerly right-of-way line a distance of 93.07 feet;

Thence South 11 degrees 00 minutes 43 seconds West a distance of 10.00 feet;

Thence North 78 degrees 59 minutes 17 seconds West, 10.00 feet southerly from and parallel to said northerly right-of-way line a distance of 146.75 feet;

Thence South 88 degrees 13 minutes 04 seconds West, 10.00 feet southerly from and parallel to said northerly right-of-way line a distance of 513.08 feet;

Thence SOUTH traversing LBG Freeway a distance of 901.94 feet to the southerly right-of-way line thereof, same being in the northerly boundary line of the same tract of land described in the deed to TxDOT monument found Manhattan Land, LLC recorded as Instrument No. 201600049574 of said public records;

Thence North 85 degrees 23 minutes 28 seconds East with said northerly boundary line and said southerly right-of-way line a distance of 139.51 feet;

Thence North 87 degrees 59 minutes 30 seconds East continuing with said northerly boundary line and said southerly right-of-way line a distance of 707.23 feet;

Thence South 89 degrees 25 minutes 45 seconds East continuing with said northerly boundary line and said southerly right-of-way line a distance of 503.97 feet to the northeast corner of said Manhattan tract;

Thence South 08 degrees 37 minutes 58 seconds West with the easterly boundary line of said Manhattan tract a distance of 163.72 feet;

Thence North 81 degrees 22 minutes 02 seconds West a distance of 23.44 feet;

Thence South 43 degrees 21 minutes 29 seconds West a distance of 28.27 feet;

Thence South 57 degrees 30 minutes 35 seconds West a distance of 335.55 feet;

Thence South 59 degrees 56 minutes 34 seconds West a distance of 53.53 feet;

Thence South 44 degrees 06 minutes 28 seconds West a distance of 28.07 feet;

Thence South 40 degrees 07 minutes 44 seconds West a distance of 188.06 feet;

Thence South 60 degrees 18 minutes 47 seconds West a distance of 112.39 feet;

Thence South 81 degrees 31 minutes 25 seconds West a distance of 165.26 feet;

Thence North 84 degrees 15 minutes 23 seconds West a distance of 117.80 feet;

Thence North 76 degrees 30 minutes 38 seconds West a distance of 31.33 feet;

Thence North 60 degrees 43 minutes 54 seconds West a distance of 124.96 feet;

Thence North 51 degrees 23 minutes 21 seconds West a distance of 30.47 feet;

Thence North 39 degrees 56 minutes 07 seconds West a distance of 180.19 feet;

Thence North 64 degrees 13 minutes 09 seconds West a distance of 29.69 feet;

Thence South 87 degrees 28 minutes 20 seconds West a distance of 520.79 feet;

Thence North 84 degrees 43 minutes 59 seconds West a distance of 200.96 feet;

Thence North 82 degrees 26 minutes 33 seconds West a distance of 138.67 feet to the westerly boundary line of said Manhattan tract;

Thence North 00 degrees 33 minutes 53 seconds West with said westerly boundary line a distance of 315.07 feet to said southerly right-of-way line;

Thence North 89 degrees 44 minutes 04 seconds East with said southerly right-of-way line a distance of 515.53 feet;

Thence North 85 degrees 23 minutes 28 seconds East continuing with said southerly right-of-way line a distance of 207.58 feet;

Thence NORTH traversing LBJ Freeway a distance of 912.45 feet to the northerly right-of-way line thereof and the southerly boundary line of Block E of said Westside Addition;

Thence South 88 degrees 15 minutes 56 seconds West with said southerly boundary line and said northerly right-of-way line a distance of 73.04 feet;

Thence South 81 degrees 14 minutes 51 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 302.03 feet;

Thence South 87 degrees 58 minutes 25 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 353.54 feet to an outer corner of said Block E;

Thence North 00 degrees 32 minutes 43 seconds West with the westerly boundary line of said Block E a distance of 489.36 feet to an inner corner thereof;

Thence South 89 degrees 04 minutes 07 seconds West with the southerly boundary line of said Block E a distance of 1936.66 feet to the easterly right-of-way line of Luna Road;

Thence North 32 degrees 27 minutes 13 seconds West with said easterly right-of-way line a distance of 842.56 feet to the beginning of a curve to the right with a radius of 1460.00 feet and whose chord bears North 31 degrees 23 minutes 58 seconds West at 53.72 feet;

Thence northerly with said easterly right-of-way line and with said curve along an arc length of a 53.73 feet to the end of said curve;

Thence North 22 degrees 45 minutes 01 seconds West continuing with said easterly right-of-way line a distance of 82.39 feet;

Thence South 60 degrees 51 minutes 06 seconds West, passing at 138.67 feet the westerly right-of-way line of said Luna Road and continuing a total distance of 363.42 feet;

Thence South 14 degrees 15 minutes 54 seconds East a distance of 288.06 feet to the southerly boundary line of Block A of said Westside Addition;

Thence South 89 degrees 43 minutes 14 seconds West with the southerly boundary line of said Block A a distance of 1224.36 feet to the southwest corner thereof;

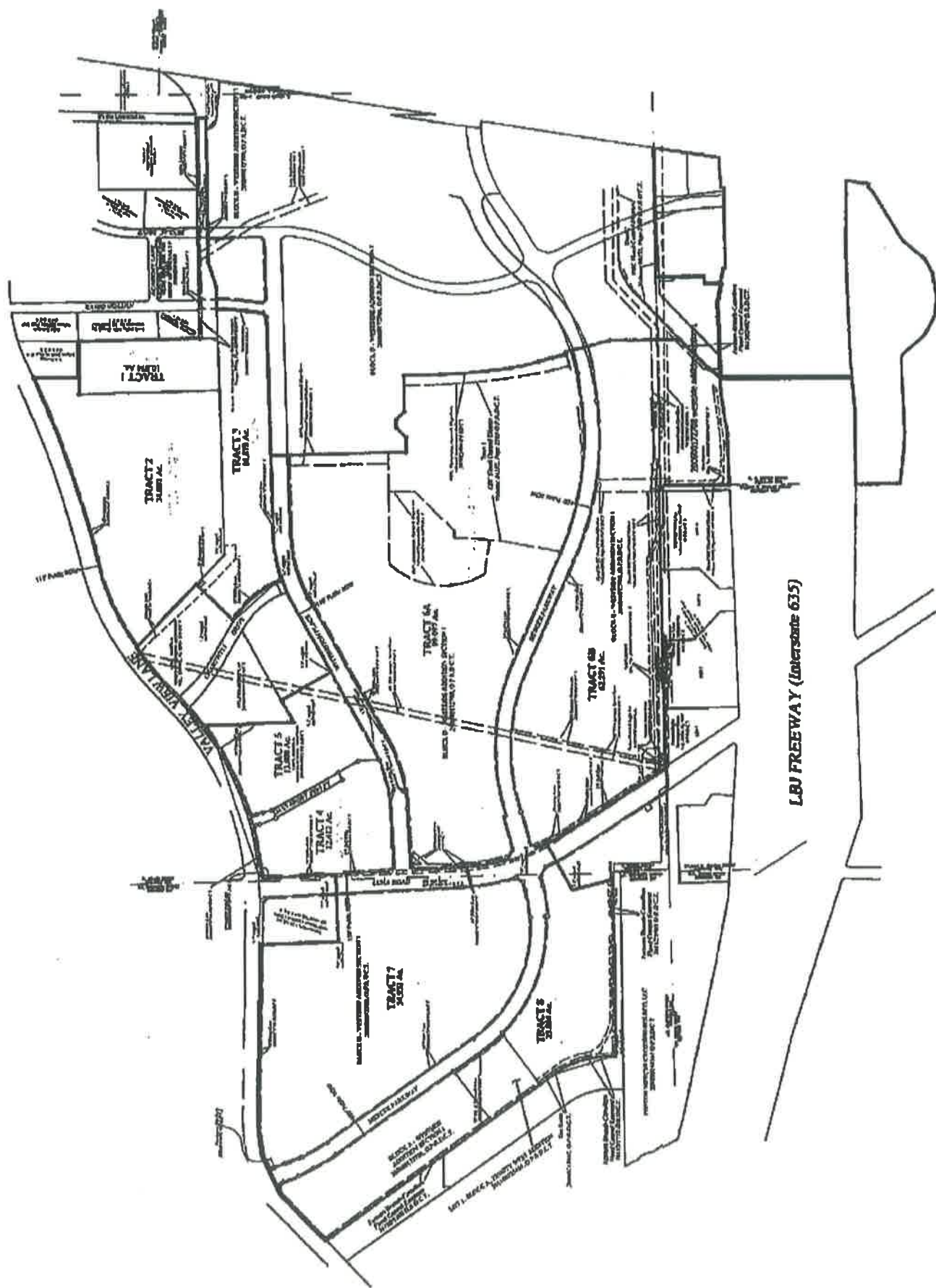
Thence North 01 degrees 08 minutes 40 seconds East with the westerly boundary line of said Block A a distance of 22.65 feet to the beginning of a curve to the left with a radius of 654.67 feet and whose chord bears 426.05 feet;

Thence northerly continuing with said westerly boundary line and with said curve along an arc length of 433.95 feet to the end of said curve;

Thence North 36 degrees 12 minutes 51 seconds West continuing with said westerly boundary line a distance of 1952.80 feet to the point of beginning and containing 397.57 acres of land, more or less.



**EXHIBIT E**  
**DEVELOPMENT MAP**



## EXHIBIT F

### FORM OF CERTIFICATE FOR PAYMENT

No. \_\_\_\_\_

The undersigned (the "Developer") hereby requests from the City, authorization for payment for the Public Improvements pursuant to the terms of the Reimbursement Agreement in the total amount of \$\_\_\_\_\_, all as more fully described in Attachment I hereto. In connection with this Certificate for Payment, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of the Developer qualified to execute this Payment Request for payment on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Public Improvement for which payment is requested hereby are Actual Costs (as defined in the Service and Assessment Plan). True and correct Public Improvement Costs for which payment is requested is set forth in Attachment I hereto. The items for which payment is requested have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.

3. The Developer certifies that the payment being requested herein is consistent with the Service and Assessment Plan.

4. All conditions set forth in the Master Development Agreement for the payment hereby requested have been satisfied and the Developer is in compliance with the terms and provisions of the Master Development Agreement.

5. Attached hereto as Attachment I is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on the Public Improvement (or portion or segment thereof) described in Attachment I has been paid in full for all work completed through the previous Certification for Payment.

6. Attached hereto as Attachment I are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Public Improvement Costs of the Public Improvement (or portion or segment thereof) for which payment is requested.

7. Payments requested hereunder shall be reimbursed as directed in the Reimbursement Agreement.

8. If this Certificate for Payment is for Public Improvement Costs of Public Improvements attributable to costs under a construction contract, attached hereto are the required releases by the general contractor of materialman's and mechanic's liens for work for which payment is hereby requested.

9. If this Certificate for Payment was incurred under contracts for the Public Improvement (or portions or segments thereof), including contracts providing for the fees of the Developer or any of their respective employees or agents, the Developer certifies that the costs and fees reflected in the invoices attached hereto as Attachment I are consistent with the terms of the written contract to which such costs were incurred

CADG MERCER CROSSING HOLDINGS  
LLC, a Texas limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by the City of Farmers Branch:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[Attachment I to be attached hereto]

**EXHIBIT G**  
**NEIGHBORHOOD POD MAP**  
**(See Attached)**



# MERCER SAP POD LAYOUT



