

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 19th day of May, 2015 (this "Agreement") and effective as of March 3, 2015, by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi (the "State"), and **ROBERTS COMPANY, INC.**, a Mississippi corporation (the "Developer").

WITNESSETH:

WHEREAS, the Developer's Project (also sometimes referred to herein as the "Corner Market Project" or the "Project") consists of the redevelopment of a dilapidated residential site and adjacent undeveloped land into a grocery-based retail center featuring pedestrian-friendly, open-air formats that attract shoppers and residents, in accordance with the Redevelopment Plan, including (i) the phased improvement and redevelopment of existing properties and infrastructure within the Project Area, and (ii) the construction, in phase one, of a 36,800 square foot "Corner Market" supermarket, on approximately 5.42 acres more particularly described in Exhibit "1", and as depicted in Exhibit "2" (collectively, the "Project Area"); and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, The City adopted and from time to time amended and implemented the Tax Increment Financing Redevelopment Plan of 1996 (the "Redevelopment Plan") whereby the City has agreed to consider Tax Increment Financing in order to undertake redevelopment projects including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements and site improvements essential to the preparation of sites in accordance with the Redevelopment Plan to encourage private redevelopment within the City; and

WHEREAS, the Developer requested the City and Forrest County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the Tax Increment Financing Plan, Hattiesburg, Mississippi (Corner Market Project)(the "City TIF") and the Tax Increment Financing Plan, Forrest County, Mississippi (Corner Market Project)(the "County TIF")(together referenced herein as the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to \$1,500,000 for a term of up to twenty (20) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Developer's Project all as described in the TIF Plans, which requests were approved by the City and County; and

WHEREAS, the Mayor and City Council of the City and the County Board of Supervisors, subsequent to a scheduled joint public hearing on March 2, 2015, respectively

passed resolutions adopting the City TIF on March 3, 2015 and the County TIF Plan on March 16, 2015; and

WHEREAS, the City and the County, in accordance with the TIF Plans, anticipate entering into an Interlocal Cooperation Agreement (the "Interlocal Agreement") wherein the City and the County will agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Project as security for debt service on the Bonds issued by the City for purposes of financing the Infrastructure; and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to among other things, provide for the performance of certain undertakings by the Developer and to provide for the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the public infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Project. With respect to the Improvements, as defined in the TIF Plans, the City has approved, on a preliminary basis, those categories of infrastructure improvements set forth in Exhibit "3" as constituting reimbursable undertakings relating to the Project¹. The City will effect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and the Interlocal Agreement; and inspection of the public infrastructure Improvements as defined in the

¹ With respect to the Traffic Study referenced in Exhibit "3", the Developer and City have agreed that Developer will pay for said study for purposes of providing to City, for planning purposes only, an assessment of the impact of the Project upon traffic in and adjacent to the Project area. Developer and City have agreed that provision of the Traffic Study to City by Developer or Developer's agent does not in any way obligate Developer to make any improvements relating to the Project outside those categories of improvements set forth in Exhibit "3", and neither the City's nor the Developer's obligations to perform or rights under this Agreement are conditioned upon or in any manner associated with the making of any improvements suggested or recommended in said study.

TIF Plans, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using its best efforts and in a timely and expeditious manner; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed One Million Five Hundred Thousand and NO/100 Dollars (\$1,500,000.00), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined); provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

c. The sale of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser").

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution and the Act.

e. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in connection with the Project and the public infrastructure Improvements, cost of issuance of the Bonds and funding of a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined herein below) is received by the City and any reserve that may be required by the Purchaser, and then the proceeds shall next be used to reimburse the Developer for eligible costs in accordance with the TIF Plans; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

f. In accordance with the Act, the TIF Plans and City protocols, the Bonds shall mature at such time or times not exceeding fifteen (15) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution. Subject to the lawfully available Tax Increment (as defined herein below), the City commits to size the Bonds and provide for an amortization period of not less than fifteen (15) years unless a shorter amortization term shall be sufficient, at such size as to produce net Bond proceeds, after the distributions set forth in Paragraphs 1(d) and (e), sufficient to reimburse Developer for all reimbursable costs as set forth in Paragraph 1(j) of this Agreement.

g. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated to the City and County by the Project as defined by the Act and as provided for in the TIF Plans.

h. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by City and by Bond Counsel will be paid as provided in Paragraph 5 hereof.

i. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City shall submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court validating the Bonds.

j. The City's obligation to reimburse the Developer under this Agreement is expressly limited to funds available under this Agreement from Bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

k. The City shall accept dedication of and maintenance easements relating to the applicable Improvements constructed in accordance with City standards, regulations, codes and ordinances, such easements to be located so as to cause the least disruption to Developer's possession and operations on, and loss of value to, the easement area(s) and contiguous property.

2. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE DEVELOPER.

Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents or associated third parties, acting in consideration of and reliance upon the City's undertakings and acknowledgments set forth herein, will timely complete construction and installation of the Project in one or more phases in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable laws and regulations.

b. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Improvements in accordance with the TIF Plans and the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans and specifications with respect to the Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer, and/or its agents or associated third parties, has prepared or will prepare and file with the City a preliminary plat or plats and final plat or plats in connection with the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Improvements, the Developer, and/or its agents or associated third parties, has or will obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Developer, and/or its agents or associated third parties, has or will execute all appropriate documents necessary to complete the sale and issuance of the Bonds.

f. The Improvements have been or will be constructed and installed to City standards to allow for their dedication or conveyance to the City or rights of access by City citizens and the public, as appropriate.

g. Following their installation and construction, the Developer, and/or its agents or associated third parties, will, in a manner and form satisfactory to the City, dedicate or convey or have dedicated or conveyed to the City the Improvements and/or, if required by the nature of such Improvements, convey or have conveyed easements or rights of access by City citizens and the public to the City in connection with such Improvements.

h. The Developer assumes the risk of proceeding with construction of the Project and Improvements prior to sale and issuance of the Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Improvements. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made by Developer, and/or its agents or associated third parties. Provided that the City uses its best efforts to comply with the City's undertakings herein, Developer acknowledges and agrees that the final size of the Bonds will be determined solely at the reasonable discretion of the City and the Purchaser based on the Tax Increment lawfully available to the City to fund debt service on the Bonds.

i. The Developer, and/or its agents or associated third parties, shall maintain separate records on the costs of the Project and the Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the City's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that (i) the Developer, and/or its agents or associated third parties, will have obtained all required approvals of required preliminary plat(s) in connection with the Project and Improvements, or any phase thereof; (ii) the Developer, and/or its agents or associated third parties, will have had the plans and specifications for the Improvements for which reimbursement or partial reimbursement may be sought under the TIF Plans approved by the City; (iii) Developer and/or its agents or associated third parties will have, at their own costs, completed acquisition, installation and construction of the Improvements on the Project Site for which reimbursement is sought, and dedicated or conveyed said Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications; (iv) Developer will have completed the Project at a level necessary to produce the Tax Increment required to provide debt service on the Bonds, including any series thereof; (v) Developer will have not defaulted on any of the requirements of this Agreement; and (vi) the completed Project or phase thereof, as verified by the City and its financial consultants, is

reasonably determined to generate sufficient lawfully available Tax Increment to fund debt service on the Bonds. Construction of the Improvements for the purposes of this Paragraph 3 shall include, but not necessarily be limited to, acquisition of necessary land and necessary preparation of the Project Site; necessary demolition; and the construction expansion, renovation or repair of utilities, drainage and detention facilities, streets and other roadways, sidewalks and decorative features including, but not limited to, a gazebo, retaining walls and other approved structures and Improvements, all located within or appurtenant to the Project Site; related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs; and completion and dedication to and acceptance by the City of the Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications as set forth hereinabove. Upon satisfaction of the requirements of this Paragraph 3, the City agrees to employ best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. LIMITED OBLIGATION. The Bonds will be limited obligations of the City payable solely from the Tax Increment and other monies pledged therefore. Neither the faith, credit nor taxing power of the City, the County, the State or any political subdivision thereof is pledged to the payment of the Bonds.

5. TERMINATION. This Agreement shall automatically terminate if the Bonds are not issued within seven (7) years of the effective date hereof; upon issuance of any series of Bonds, this Agreement shall remain in place so long as that series of Bonds, or any subsequent series of Bonds, is outstanding. This Agreement may be terminated sooner by the City upon any uncured failure of the Developer to fulfill the provisions of Paragraph 3 above, or may be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure of the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City and by Bond Counsel in relation, directly or indirectly, to the sale and issuance of the Bonds, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Bonds.

6. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE; OTHER REMEDIES. In the event of any default in or breach of any term or condition of this Agreement by either party hereto, or any successor, the defaulting or breaching party (or successor) shall, upon written notice specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to non-defaulting party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the aggrieved party shall be entitled to pursue such remedies as are reserved to it under applicable law.

7. **"BEST EFFORTS" DEFINED.** For purposes of this Agreement, "best efforts" shall mean prompt, substantial and persistent efforts as a prudent person desirous of achieving a result would use in similar circumstances, considering the party's ability and the means at its disposal and the other party's reasonable expectations.

8. **FORCE MAJEURE.** Neither the Developer nor any successor in interest thereto shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; delay in commencement or completion of any and all work to be performed by others that affects the Developer's ability to commence or complete the Project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Developers' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated Project, this Agreement, or eminent domain actions; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure. The time for performance of obligations under this Agreement shall be extended for a period equal to the period of the force majeure event.

9. **ADDITIONAL PROVISIONS.**

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns. The right of Developer to assign its interest and responsibility under the TIF Plans, hereunder and otherwise is expressly acknowledged, provided that any

assignee of Developer is equally or better qualified as Developer to fulfill Developer's obligations, responsibilities and undertakings under the TIF Plans and hereunder, and written notice of any such assignment is delivered to the City.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

i. Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally, when received, five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed, or on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and such receipt is signed by or on behalf of the addressee, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer:

Roberts Company, Inc.
C/O Forrest Roberts
1612 Adeline Street
Hattiesburg, MS 39401
Telephone: (601) 545-3411
Email: Forrest@robertscompanyinc.com

With a copy to:

Ronald D. Farris, Esquire
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458
Telephone: (601) 354-1458
Facsimile: (888) 503-0660
Email: ron@farrislawgroup.net

To the City:

City of Hattiesburg
ATTN: Johnny L. DuPree, Mayor
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401

Telephone: (601) 545-4501
Facsimile: (601) 545-4608

With copy to:

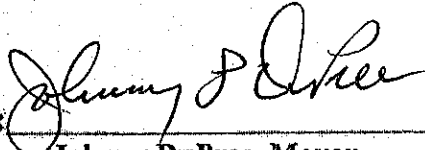
City of Hattiesburg
ATTN: City Clerk
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address to each of the other addresses listed above.

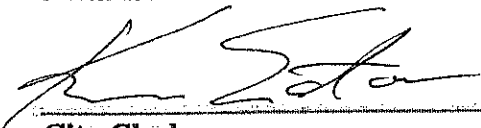
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IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 19th day of May, 2015, with an effective date of March 3, 2015.

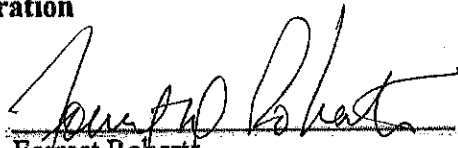
CITY OF HATTIESBURG, MISSISSIPPI

By: 
Johnny DuPree, Mayor


ATTEST:


City Clerk

ROBERTS COMPANY, INC., a Mississippi corporation

By: 
Name: Forrest Roberts
Its: President

ATTEST:

By: 
Title: Chief Executive Officer

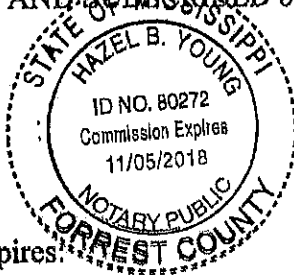
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STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of May, 2015, within my jurisdiction, the within named Johnny L. DuPree and Kermas Eaton, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this 1st day of July, 2015.



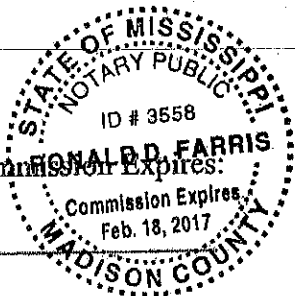
Hazel B. Young
NOTARY PUBLIC

My Commission Expires:

STATE OF Mississippi
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of July, 2015, within my jurisdiction, the within named Forrest Roberts, who acknowledged to me that he is the President of Roberts Company, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

SWORN TO AND SUBSCRIBED before me this 28 day of July, 2015.



Ronald D. Farris
NOTARY PUBLIC

My Commission Expires:

EXHIBIT 1

**Legal Description
for
CORNER MARKET
TIF PARCEL**

*Legal Description
For
5.42 Acre Parcel
October 31, 2014*

A parcel of land being a part of Lot 3, Block 17, Hattiesburg Heights Third Survey to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi and being more particularly described as follows:

BEGIN at the NE Corner of said Lot 3 thence run South 00 degrees 04 minutes 28 seconds East along the West Right of Way of South 20th Avenue for 488.00 feet; thence run West for 119.79 feet; thence run South 00 degrees 00 minutes 15 seconds West for 126.87 feet to the North Right of Way of O'Ferral Street; thence run South 89 degrees 54 minutes 03 seconds West along the North Right of Way of O'Ferral Street for 289.21 feet; thence run North 00 degrees 03 minutes 00 seconds West for 614.84 feet to the South Right of Way of Hardy Street; thence run North 89 degrees 55 minutes 33 seconds East along the South Right of Way of Hardy Street for 408.91 feet back to the Point of Beginning. Said parcel contains 5.42 acres more or less.

EXHIBIT 2

PLAT OF CORNER MARKET TIF DISTRICT

HATTIESBURG, MISSISSIPPI

(See Attached)

EXHIBIT 3

**PRELIMINARILY APPROVED CATEGORIES OF INFRASTRUCTURE
IMPROVEMENTS (as of March 3, 2015)**

(See Attached)

SITE WORK CONSTRUCTION COST ESTIMATE					
WATER AND SEWER INFRASTRUCTURE					
CORNER MARKET					
4/29/16					
Item No.	Description	Unit	Quantity	Unit Price	Estimated Cost
ON SITE CONSTRUCTION ITEMS					
WATER ITEMS					
1	8" C-900 Water Main	LF	600	\$40.00	\$24,000.00
2	8" C-900 Water Main	LF	350	\$45.00	\$15,750.00
3	Flre Hydrant Assembly with Gate Valve	EA	3	\$3,000.00	\$9,000.00
4	8" Gate Valve	EA	3	\$1,200.00	\$3,600.00
5	8" Gate Valve	EA	1	\$1,500.00	\$1,500.00
6	Backflow Prevention Device	EA	1	\$5,000.00	\$5,000.00
7	Ductile Iron Fittings	LBS	LS	\$10,000.00	\$10,000.00
SUBTOTAL WATER ITEMS					\$60,850.00
SEWER ITEMS					
8	Gravity Sanitary Sewer Main	LF	700	\$60.00	\$42,000.00
9	8" Gravity Sewer Service	LF	200	\$40.00	\$8,000.00
10	Sanitary Sewer Manholes	EA	8	\$4,000.00	\$32,000.00
11	Sanitary Sewer Cleanouts	EA	3	\$2,000.00	\$6,000.00
12	Bedding Material for Sanitary Sewer main	CY	180	\$40.00	\$8,000.00
13	Tile to Existing Sewer	EA	2	\$4,000.00	\$8,000.00
SUBTOTAL SEWER ITEMS					\$94,000.00
MISCELLANEOUS ITEMS					
14	Barid Stand/Gazebo	LS	LS	\$50,000.00	\$50,000.00
16	Demolition of Existing Structures/ Comb. Drives, etc.	LS	LS	\$68,000.00	\$68,000.00
17	Removal of Existing Sewer Main to be Abandoned	LS	LS	\$1,500.00	\$1,500.00
18	Removal of Existing Trees	LS	LS	\$25,000.00	\$25,000.00
19	Retaining Walls	SF	1,500	\$60.00	\$75,000.00
SUBTOTAL MISCELLANEOUS ITEMS					\$209,500.00
OFF SITE CONSTRUCTION ITEMS					
20	8" C-900 Water Main (Incl. Repairs to Conc. Etc)	LF	300	\$200.00	\$60,000.00
21	Ductile Iron Fittings	LS	LS	\$5,000.00	\$5,000.00
22	Live Tap To Existing Water Main	EA	1	\$5,000.00	\$5,000.00
23	Sidewalks	LF	1,250	\$30.00	\$37,500.00
24	Curb and Gutter Along 20th	LF	410	\$20.00	\$8,200.00
25	Grading Along 20th for Curb Installation	LS	LS	\$15,000.00	\$15,000.00
26	Site Grading In ROW Areas	LS	LS	\$50,000.00	\$50,000.00
27	Landscaping	LS	LS	\$36,000.00	\$36,000.00
28	Stormwater Detention Area	LS	LS	\$126,000.00	\$126,000.00
SUBTOTAL OFF SITE CONSTRUCTION ITEMS					\$340,700.00
NON CONSTRUCTION ITEMS					
29	Engineering Design and Inspection	LS	1	\$40,000.00	\$40,000.00
30	Traffic Study	LS	1	\$11,000.00	\$11,000.00
31	Legal	LS	1	TBD	TBD
SUBTOTAL NON CONSTRUCTION ITEMS					\$51,000.00
TOTAL ALL ITEMS					\$773,050.00
CONTINGENCIES (10%)					\$77,305.00
TOTAL CONSTRUCTION COST					\$850,355.00

This estimate is based on conceptual design and is intended for information purposes only. Figures shown are subject to change based on final design.