

Drafted by:
City of Tea
600 E. 1st Street
Tea, SD 57064
(605) 498-5192

Legal Description:
NW ¼, Except 14 ac road, Income Addition,
Jongeling Addition & Lot H-1, Section 25,
T100N, R51W
...
Containing 94.85 Acres, more or less

***Developer Assurance Agreement
(Platting Jurisdiction)***

This Agreement, made and entered into on by and between the City of Tea, a municipal corporation, in the State of South Dakota (*the "City"*) by and through its Mayor and Members of the City Common Council (the "Governing Body") and

Kelly Nielson, Nielson Development, LLC of 27297 Wetland Road, Harrisburg, SD 57032.
(*"Owner/Developer"*).

For and in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **Definitions.** The following words shall have the meaning set forth hereafter, unless the context clearly indicates otherwise:
 - (a) **Act** means South Dakota Codified Laws Title 9 and Chapter 11-5.
 - (b) **City** means the City of Tea;
 - (c) **Developer** means the person listed above;
 - (d) **Owner** means the person or persons listed above;
 - (e) **Person** means an individual, partnership, corporation or other legal entity;
 - (f) **Development** means the property listed on Appendix A attached hereto which the Owner and Developer wish to plat and develop. Phase I & Phase II Buildout (Future to be amended as necessary)
 - (g) **Homeowner Association** means the agreement attached hereto that is responsible for the maintenance of streets, water, sewer and property.
2. **Contract Restrictions on Use of Land.** This Agreement is made pursuant to and in accordance with the provisions of SDCL §§11-5-1 and 11-5-2. Pursuant to Act provisions, the Owner contractually regulates and restricts the construction or use of the land as provided herein.
3. **Purpose of this Agreement.** That a purpose of this Agreement is to provide assurances and conditions upon which the Develo per can develop the land and public improvements in accordance with the subdivision ordinances of the City. A copy of the Zoning and Subdivision Ordinances are on file in the Planning and Zoning Office or can be found online at www.teasd.com.

The Developer and Owner have or intend to file with the City a Plat. A Plat application and checklist can be found on the City website. The Lincoln County Treasurer and Director of Equalization must sign the plat prior to City approval.

4. It is agreed and understood by the Developer as follows:

- (a) That the Developer will follow all design standards of the City. A hard copy is on file in the Planning & Zoning Office or the City website;
- (b) That the Developer will cooperate and communicate with the City engineer;
- (c) The Developer agrees to provide for the maintenance of all public streets, public common open space, public recreational facilities, storm water and drainage system, including retention ponds and detention areas, sanitary sewer and water main in the development until such time as the City accepts the public improvement by resolution or ordinance;
 - The City will remove snow as soon as the road opens for public use.
- (d) That the Developer will pay all expenses with respect to the Development;
- (e) The Developer agrees to maintain streets, lots, detention and public open spaces free of debris and weeds throughout the development until a building permit is issued on that lot or the City accepts the public improvement; Phase I and Phase II to be accepted as two different phases, due to years separating the two completion dates and
- (f) The Developer agrees to provide a Letter of Credit or escrow for the final lift of asphalt.
 - The final lift shall not exceed 18 months or 50% of the residential lots developed, whichever comes first, from the time the first lift of asphalt is completed. A one year warranty on the street surface and two years on the utilities is effective from the time of acceptance by the City. No additional phases or plats will be approved until all development construction requirements are met.
 - No final lift of asphalt will be installed within the first year without City Council approval.
- (g) The City of Tea anticipates constructing E. Brian Street as a public project as it is identified in the City's Comprehensive Master Street Plan as a collector roadway. Brian Street is located adjacent to the Phase II limits of this subdivision.

The Developer agrees that at the time of E. Brian Street construction, the total project costs will be divided into the frontage linear footage and assessed accordingly. Land sold before E. Brian Street construction will require approval from future landowner of pending assessment prior to platting. Below are a few general statements in regards to the assessment, more detailed information is located in Appendix B:

- The property owner/developer will be responsible for their share (1/2 of an 8" main) for water main installation to service adjacent properties and provide for looping of the City's water main system.
- The property owner/developer will be responsible for their share (1/2 of an 8" main) of a sanitary sewer main only if the property or subdivision is connected to it.
- Pedestrian facilities (sidewalks or pathways) along arterial or collector roadway corridors will be constructed with the roadway improvements.
 - The property owner/developer will be responsible for the cost of a standard residential sidewalk.
 - The City of Tea anticipates installation of an 8' or 10' wide pedestrian path to parallel one side of E. Brian Street.
 - Costs for oversizing of these pedestrian facilities beyond that of a standard concrete sidewalk will be afforded by the City.

- All items associated with the construction of a local residential street at a width of 36-feet back-to-back of curb are subject to assessments and/or will be afforded by the property owner/developer.
 - The following summarizes the various road section components for a local residential street:

Std. Local Residential Street Component	Dimension
Standard Street Section (back-of-curb to back-of-curb)	36-feet
Asphalt Roadway Surfacing (depth & width)	4-inches deep 31-feet wide
Roadway Aggregate Base Course (including placement beneath the curb & gutter)	6-inches
Concrete Sidewalk & Gravel Cushion	4-feet wide 4-inches deep 2-inch deep cushion
Water Main Pipe (PVC)	8-inches
Sanitary Sewer Main Pipe (PVC)	8-inches
Storm Sewer Pipe (RCP)	24-inches
Street Lights	25-feet tall 8-foot arm Class A Luminaire w/Concrete Footing

- All Street lighting components must be designed and installed in accordance with the most current version of the City of Sioux Falls’ Engineering Design Standards and Supplemental Standard Specifications for Roadway Lighting.
- (h) The Developer has agreed to pay the City \$10,000 in lieu of providing a Traffic Study / Traffic Impact Report for this subdivision
- The Serenity Park Addition is anticipated to consist of approximately 340 residential units when fully constructed.
 - The City of Tea will apply these funds to evaluate the traffic operations at the N. Katie Avenue & Gateway Boulevard intersection to determine when traffic volumes at the intersection merit installation of a traffic signal.
- (i) N. Katie Avenue will be constructed by the Developer as a collector roadway and will consist of various roadway components that exceed the standards of a local residential street.
- The City will afford the additional costs for these oversized components.
 - Refer to Appendix D for a schedule of oversizing items and estimated construction costs
 - Tables in this appendix will differentiate costs/quantities for each phase of the subdivision build-out
 - The Developer must establish an agreement regarding the alignment of the northern 525 feet (+/-) of N. Katie Avenue near Gateway Boulevard with the adjacent property owner, Gerry Goldammer, or his heirs, successors, and assigns (the “Adjacent Property Owner”), for that portion of the roadway and public Right-of-Way to be constructed over and along the Adjacent Property Owner’s real property (i.e. Tract 4 of Jongeling’s Addition).
 - Refer to content in Appendix C for details of this agreement.
 - In the event such agreement between the Developer and the Adjacent Property Owner for the construction of Katie Avenue cannot be established, the roadway must be either (1) constructed entirely on the Developer’s property, or, if already

constructed, (2) barricaded at the property line to prevent public use of that portion of the roadway not dedicated for public use.

- The Developer shall hold harmless the City of Tea, and the Developer hereby accepts all risk associated with constructing roadway and utility components on adjacent properties.
 - The City of Tea explicitly admonishes the Developer that in any and all circumstances where construction or development may affect the real property rights of another, the Developer should obtain a written agreement signed by the parties prior to proceeding with any construction, work, or investment reliant upon such an agreement.
- (j) The City of Tea is evaluating alternative designs for the intersection of E. Brian Street and N. Katie Avenue, including a roundabout.
- If a round about design is selected as the preferred alternative for this intersection construction, a cost comparison will be developed by the City Engineer to determine applicable quantities of oversizing elements for City costs vs. assessments.
- (k) E. Brian Street will be constructed as a collector roadway and will consist of various roadway components that may exceed the standards of a local residential street.
- The City of Tea will construct Brian Street in the future
 - The Developer will be responsible (via assessment) for their portion (typically ½) of a typical local road
 - City will compensate the Developer for any remnant portions of property that would be undevelopable due to the alignment of Brian Street (near the southeast portion of the subdivision)
 - This would apply to either type of intersection design being considered: (typical 4-way intersection or a roundabout)
 - If the City elects to construct a roundabout at the Brian/Katie intersection and additional Right-of-Way is needed for that design, the City will purchase such ROW from the Developer/Land owner at fair market value as determined by a local assessor
 - The City will afford the additional costs for any oversized roadway and utility components.
- (l) E. Brian Street Sanitary Sewer Trunk Main
- The City of Tea will extend the 12” trunk sanitary sewer in alignment with E. Brian Street to support connection for this subdivision.
 - The extension of this trunk sewer main is anticipated to be constructed by the City of Tea as a public infrastructure project in phases.
 - Phase 1 will consist of extension of approximately 900 feet of the trunk main beginning west of Nine Mile Creek and continuing to the (future) intersection of N. Christine Avenue.
 - Subsequent phases of the trunk sanitary sewer extension will be coordinated between the City of Tea and the Developer to support the Phase II build-out of this subdivision and/or other subdivision developments requiring connection to this trunk sewer main.

Improvements Required and Method of Payment:

(D = Owner/Developer, SA = Special Assessment, NR = Not Required)

Improvements Required	Responsibility of Payment	Comments
<i>STREETS</i>		
Grading and roadway subgrade stabilization	D	The City will afford the cost of geotextile fabric for subgrade stabilization and the oversizing (extra depth and extra width) for additional aggregate base course of the collector roadways (N. Katie Avenue & E. Brian Street) within the subdivision
Curb & Gutter	D	Standard Sioux Falls Type 6” Curb & Gutter will be installed throughout the subdivision. Private roads may be constructed with a standard 6” SF type curb or a roll-over curb, as determined by the developer.
Paving	D	The City will afford the cost of oversized (extra depth and extra width) of additional asphalt surfacing for the collector roadways (N. Katie Avenue & E. Brian Street) within the subdivision
Other:		
Possible Roundabout	SA	Respective to the development of Brian Street adjacent to the Phase II portion of this subdivision; subject to design approval by the City of Tea, an optional roundabout is being considered for implementation at the intersection of N. Katie Avenue and E. Brian Street in the southeast portion of the subdivision. If the roundabout is selected for construction, the City Engineer will develop a cost comparison for intersection concepts and will incorporate a schedule of oversizing elements and associated costs to this Agreement as an Amendment
<i>UTILITIES</i>		
Street Lighting	D	All street lighting components must be installed in accordance with the City of Sioux Falls Roadway Lighting Design Standards and Specifications. The City will afford oversizing (extra height) costs for roadway lighting poles along collector roadways (N. Katie Avenue & E. Brian Street) within the subdivision
Water System	D	The City will afford the oversizing (extra pipe diameter width) for the installation of a 12” water main in N. Katie Avenue
Sanitary Sewer System	D	There will be no oversizing payment participation by the City for sanitary sewer pipes or structures within the subdivision.

		Respective to the Phase II Buildout of this subdivision, the City will install Sanitary sewer pipe in E. Brian Street. The Developer/Land Owner will be assessed for their respective cost of an equivalent local residential sewer pipe.
Other:		
Sewer Cost Recovery Fee	D	The Developer will pay \$2,400 per acre for a sanitary sewer cost recovery fee due at the time of platting: Entire Subdivision is approximately 94.85 Acres 94.85 – 20.2 Undeveloped / Park / Open Space = 74.65 X \$2,400/acre = \$179,160
Goldammer Property Utility Cost Participation	SA	The City has an agreement with the adjacent property owner (Gerry Goldammer) to participate in cost-share for water main and sanitary sewer installed in a portion of N. Katie Avenue respective to Mr. Goldammer’s property frontage to the roadway. Refer to details provided in Appendix C
<i>DRAINAGE</i>		
Storm Sewer	D	There will be no oversizing payment participation by the City for storm sewer pipes or structures within the subdivision. All pipes, culverts, and drainage structures must be protected from debris and sediment accumulation to provide for effective drainage conveyance in accordance with the subdivision drainage plan.
Drainage Ways	D	The subdivision drainage plan identifies the use of existing wetlands and natural depressions as a portion of drainage conveyance, detention, and water quality management. These areas must be kept clear of debris and sediment accumulation to provide for effective drainage conveyance and detention in accordance with the subdivision drainage plan.
Lot Grading	D	Phase I and Phase II Buildout (Future): The grades of drainage ditches, swales, channels, and other open-channel conveyances must be maintained by the property owner/developer in accordance with the subdivision grading and drainage plans to maintain positive drainage within and through all individual properties within the subdivision.
On-Site Detention	D	Detention facilities must be constructed in accordance with the City’s Engineering Design Standards and in such a manner in which the rate of runoff generated by a 1% recurrence storm interval must be equal to or less than the runoff

		<p>generated from the undeveloped land cover conditions.</p> <p>Temporary and permanent detention facilities must be graded and maintained in accordance with the subdivision grading, drainage, and erosion control plans.</p> <p>Removal of temporary detentions basins must be approved by the City Engineer.</p>
Other:		
Sump Pump Collection System	D	Section 902c – Tea Subdivision Ordinance Lots must connect to the System prior to Occupancy.
ADDITIONAL ITEMS		
Shared-Use Pedestrian Pathway & Easement	D	<p>A 25-foot wide Pedestrian Pathway Easement will be dedicated along the entirety of the east portion of the subdivision (along the ¼ section line), parallel with the existing East River Electric CoOp Transmission Power Line Easement</p> <p>The Developer will construct an asphalt surfaced 8-foot wide (6” ACC over 6” Base Course) shared-use pedestrian and bicycle path within this easement.</p> <p>This pathway must be constructed no later than 18-months following the completion of Brian Street roadway construction completion.</p> <p>The City of Tea will compensate the developer for the construction of this shared-use pathway in accordance with the cost schedule defined with Appendix D.</p>
Public Open Space Dedication vs. Cash in Lieu	D	<p>The City Council determined they will not accept any green space for public dedication that inaccessible from public streets, consists of wetlands, or is otherwise designed to be inundated with stormwater for the purposes of detention.</p> <p>The Table below summarizes the City Council’s determination for Public Open Space Cash in Lieu option:</p>

City requirement for Open Space Dedication:	1 Acre of dedication for every 75 residential units
Total quantity of Residential Units planned within the Serenity Park Subdivision	<p>342 Units</p> <p>$(342 \text{ units} / 75 \text{ units per acre}) = 4.56 \text{ acres}$</p> <p>4.56 Acres of dedication required</p>
Total quantity of Open Space provided within the Serenity Park Subdivision	<p>1.4 acres</p> <p>$(1.4 \text{ acres} * 75 \text{ units per acre}) = 105 \text{ units}$</p> <p>1.4 acres of dedication equivalent to 105 units</p>
Remaining Open Space Dedication	<p>$4.56 \text{ Acres (required)} - 1.4 \text{ acres (dedicated)}$</p> <p>$= 3.16 \text{ Acres dedication remaining}$</p>
\$22,500 per acre (\$300 per unit) Cash in Lieu option	<p>$3.16 \text{ acres} * \\$22,500 \text{ per acre} = \mathbf{\\$71,100 \text{ due}}$</p> <p>$(342 \text{ units} - 105 \text{ units}) * \\$300/\text{unit} = \\$71,100 \text{ due}$</p>

6. It is agreed and understood that if there is a failure to follow the City's Design Standards, Ordinances or subdivision regulations, that the City can deny building permits for the Development until such failures or violations are cured.
7. Any portion of the development which might be considered a public type improvement, if the property had been subdivided and the streets dedicated to the City, shall conform to minimum specifications as called for in the Subdivision Ordinance of the Municipal Code of the City of Tea, as to size, quality of materials, height, and strength of improvements. For the purpose of the foregoing, the following shall be considered a "public type" improvement: roadways, sidewalks, curbs and gutters, storm sewer systems, water lines, fire hydrants, and sanitary sewers. Roadways, sidewalks and curb and gutters shall be located in Development. In the event private streets, sidewalks, or other private utilities are employed in developing the Development, in addition to such improvements conforming to the City Ordinances as provided in the preceding sentence, the Developer shall not permit occupancy and the City shall not issue occupancy permits for any buildings or portions thereof until such private improvements are fully completed to serve the developed area; provided, however, that the City may waive this provision in its entirety or as to portions of the improvements upon the Developer delivering to the City in a form and content agreeable to the City one of the following placing the City in an assured position to complete the improvements: a cash escrow, an irrevocable letter of credit issued by a financial institution, or a performance bond with an acceptable licensed insurance company as surety.
8. This Agreement shall be binding upon the parties to it, their respective grantees, successors, assigns or lessees for a full term of years commencing, as of the date of this Agreement, provided by statute and to the extent permitted thereby and for such further term as may subsequently be authorized by law. It is here agreed that if the Premises is annexed to the City of Tea and if any of the terms of this Agreement are challenged in any court proceeding, then the period of time during which such litigation is pending shall not be included in the calculation of said year term.
9. Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance. Before any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within 5 days of the receipt of such notice.
10. The parties agree that this Agreement and any exhibits attached to it may be amended only by the mutual consent of the parties in writing.

CITY OF TEA:

OWNER(s):

MAYOR *(signature)*

NAME 1 *(signature)*

ATTEST:

NAME 2 *(signature)*

FINANCE OFFICER *(signature)*

NAME 3 *(signature)*

DEVELOPER:

(signature)

(title)

STATE OF SOUTH DAKOTA
COUNTY OF LINCOLN, ss.:

On this _____ day of _____, 20____ personally appeared before me

To me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this _____ day of _____, _____.

Notary Public in and for the State of South Dakota.

My commission expires _____.

ATTACHMENTS:

- Appendix A: Final Approved Development Plan
- Appendix B: Public Improvement/Roadway Assessment Information
- Appendix C: Nielson – Goldammer Development & ROW Agreement
- Appendix D: Infrastructure Oversizing Quantity & Cost Estimate

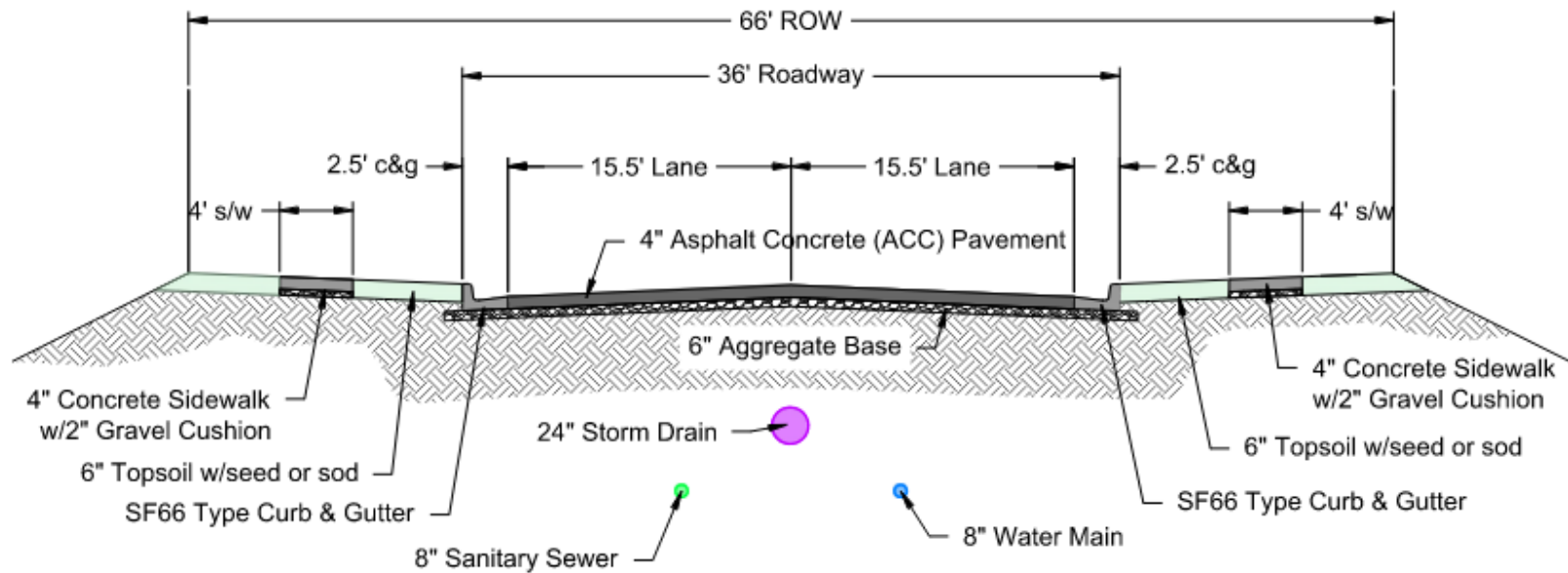
APPENDIX A

FINAL APPROVED DEVELOPMENT PLAN
(To be amended in at time of Completion)

APPENDIX B

Public Improvement / Roadway Assessment Information

TYPICAL SECTION - CITY STREET (residential)



Costs for all items identified in the above detail (including street lighting, erosion control, and traffic control not illustrated) will be applicable for assessments to adjacent properties along E. Brian Street.

APPENDIX C

Nielson – Goldammer Development & ROW Agreement

APPENDIX D

Infrastructure Oversizing Quantity & Cost Estimate

**Katie Avenue Components
Phase 1 (2022/2023)**

Std. Bid Item	Description	Units	Phase 1 (2022)		
			Est. Quantity	Developer Unit Price	Est. Total Cost
Katie Avenue Components					
Grading & Road Surfacing Components					
260.1010	Aggregate Base Course	Ton	2,181	\$ 28.00	\$ 61,075.35
320.1210	Asphalt Concrete Composite, PG58-28	Ton	838	\$ 130.00	\$ 108,996.39
831.0050	Geotextile Fabric For Subgrade Stabilization	SqYd	6,713	\$ 3.75	\$ 25,172.92
Water Main Components					
900.0202	8" C900 DR 18 PVC Water Main	Ft	-1,405	\$ 40.00	\$ (56,200.00)
900.0204	12" C900 DR 18 PVC Water Main	Ft	1,405	\$ 65.00	\$ 91,325.00
900.0403	8" MJ Gate Valve with Box	Each	-6	\$ 1,800.00	\$ (10,800.00)
900.0405	12" MJ Gate Valve with Box	Each	6	\$ 3,325.00	\$ 19,950.00
900.0502	8" MJ Elbow 11.25/22.5/45 Degree	Each	0	\$ 700.00	\$ -
900.0504	12" MJ Elbow 11.25/22.5/45 Degree	Each	0	\$ 1,200.00	\$ -
900.0703	8" x 8" MJ Tee	Each	-4	\$ 950.00	\$ (3,800.00)
900.0712	12" x 8" MJ Tee	Each	4	\$ 1,200.00	\$ 4,800.00
900.0704	8" x 6" MJ Tee	Each	-8	\$ 850.00	\$ (6,800.00)
900.0713	12" x 6" MJ Tee	Each	8	\$ 1,150.00	\$ 9,200.00
900.1002	8" MJ Plug	Each	-1	\$ 150.00	\$ (150.00)
900.1004	12" MJ Plug	Each	1	\$ 300.00	\$ 300.00
900.1402	8" M.J. Retainer Gland	Each	0	\$ 150.00	\$ -
900.1404	12" M.J. Retainer Gland	Each	0	\$ 300.00	\$ -
900.8002	8" Watermain Bedding Material	Ft	-1,405	\$ 5.00	\$ (7,025.00)
900.8004	12" Watermain Bedding Material	Ft	1,405	\$ 6.00	\$ 8,430.00
900.3120	8" x 1" Water Service Tap	Each	-11	\$ 110.00	\$ (1,210.00)
900.3160	12" x 1" Water Service Tap	Each	11	\$ 290.00	\$ 3,190.00
Storm Water Components					
	Culvert (TBD) (Phase 2)	Ft	0	\$ -	\$ -
	Culvert oversizing (TBD) (Phase 2)	Ft	0	\$ -	\$ -
Street Lighting Components					
635.5425	Breakaway Base Luminaire Pole with 8' Arm, 25' Mounting Height	Each	-6	\$ 1,100.00	\$ (6,600.00)
635.5430	Breakaway Base Luminaire Pole with 8' Arm, 30' Mounting Height	Each	6	\$ 1,700.00	\$ 10,200.00
Sidewalk Components					
	4' wide standard residential sidewalk	SqFt	-5,600	\$ 5.00	\$ (28,000.00)
	5' oversized collector roadway sidewalk (Katie Rd, both sides)	SqFt	7,000	\$ 5.00	\$ 35,000.00
Katie Avenue Components Subtotal (by Phases)					\$ 257,054.65

APPENDIX D

Infrastructure Oversizing Quantity & Cost Estimate

**Oversizing Cost & Developer Expense Component Overview
Phase 1 (2022/2023)**

Serenity Addition - Oversizing Cost and Developer Expense Component Overview					
Description	Units	Est. Quantity	Developer Unit Price	Est. Total Cost	Notes
<i>Katie Ave Components - Phase 1</i>	<i>See Tab for Details</i>			\$ 257,054.65	Refer to Katie Avenue Cost Schedule Table for Details
<i>Katie Ave Components - Phase 2</i>	<i>Varies</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	Refer to Katie Avenue Cost Schedule Table for Details
<i>Brian Street Components</i>	<i>Varies</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	Refer to Brian Street Cost Schedule Table for Details (Brian Street to be constructed by City)
Roundabout land reimbursement (Phase 2)	Acres	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	Refer to Item 4.(j) in Developer Agreement
Traffic Study / Traffic Impact Report	Each	-1	\$ 10,000.00	\$ (10,000.00)	Refer to Item 4.(h) in Developer Agreement
Cash in Lieu for Public Open Space Dedication	Acres	-3.16	\$ 22,500.00	\$ (71,100.00)	Refer to Table for Improvements Required and Method of Payment in Developer Agreement
Sanitary Sewer Cost Recovery Fee - Phase 1	Acres	-34.11	\$ 2,400.00	\$ (81,864.00)	Phase 1 area consists of 35.61 Acres, less 1.50 Acres of undeveloped green space
Sanitary Sewer Cost Recovery Fee - Phase 2	Acres	-38.24	<i>TBD</i>	<i>TBD</i>	Phase 2 area consists of 55.44 Acres, less 17.2 Acres of undeveloped green space
8' Shared-Use Pathway - Phase 1	SqFt	8,720	\$ 7.00	\$ 61,040.00	approx. 1,090 FT along East side of subdivision in Greenway / Bike Path (Power Line) Easement
8' Shared-Use Pathway - Phase 2	SqFt	10,880	<i>TBD</i>	<i>TBD</i>	approx. 1,360 FT along East side of subdivision in Greenway / Bike Path (Power Line) Easement
Subtotal of City-Oversizing Elements (for City to Pay to Developer)				\$ 318,094.65	applicable for Phase 1 only
Subtotal of Developer Expenses (for Developer to Pay to City)				\$ 162,964.00	applicable for Phase 1 only

*unit pricing for construction of the 8' shared-use path consist of the following elements:

- 8-foot wide ACC surface (6" deep)
- 10-foot wide Aggregate Base Course (6" deep)
- Woven (or non-woven) separator fabric beneath base course (10-foot wide minimum)
- All associated subgrade grading, shaping, and drainage conveyance to achieve the designed pathway horizontal alignment and vertical profile

APPENDIX D

Infrastructure Oversizing Quantity & Cost Estimate

Katie Avenue Components
Phase 2
(construction year TBD)

*Table with schedule of material quantities & costs to be incorporated via Amendment to this Agreement
at the time of Phase 2 Construction*

APPENDIX D

Infrastructure Oversizing Quantity & Cost Estimate

Oversizing Cost & Developer Expense Component Overview
Phase 2
(construction year TBD)

Table with schedule of material quantities & costs to be incorporated via Amendment to this Agreement at the time of Phase 2 Construction