TOWN OF SUPERIOR RESOLUTION NO. R-52 SERIES 2019

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING FINAL PLAT, FINAL DEVELOPMENT PLAN AND SUBDIVISION IMPROVEMENT AGREEMENT FOR BLOCKS 16 THROUGH 24, SUPERIOR TOWN CENTER, CASE NOS. FP-2019-04 & FDP-2019-02

WHEREAS, Toll Brothers/Toll Southwest, LLC and RC Superior (collectively "Applicants") would like to develop certain property legally described as Blocks 16 through 24, Superior Town Center (the "Property");

WHEREAS, Applicants have filed an application for approval of a final plat (the "Final Plat") and a final development plan (the "FDP") to subdivide and develop the Property (the "Application");

WHEREAS, Sections 16-8-50 and 16-10-40 of the Superior Municipal Code (the "Code") require a public hearing and recommendation by the Planning Commission on the Final Plat and FDP;

WHEREAS, the specific approval criteria for the Final Plat are set forth in Section 16-8-50 of the Code;

WHEREAS, the specific approval criteria for the FDP are set forth in Section 16-10-40(b) of the Code;

WHEREAS, on August 20, 2019 and August 28, 2019, the Planning Commission held a properly-noticed public hearing on the Application and recommended that the Board of Trustees approve the Application, subject to certain conditions;

WHEREAS, Sections 16-8-50 and 16-10-40 of the Code require a public hearing by the Board of Trustees on the Final Plat and FDP;

WHEREAS, on September 9, 2019, September 23, 2019 and September 24, 2019, the Board of Trustees held a properly-noticed public hearing on the Application; and

WHEREAS, the Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

- NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:
- <u>Section 1</u>. The Board of Trustees hereby finds and determines that the Application meets all of the applicable criteria set forth in the Code and is consistent with the Town of Superior Comprehensive Plan.
- <u>Section 2</u>. The Board of Trustees hereby approves the Application, subject to the following conditions:
- A. Within 60 days of the date of this Resolution, Applicants shall make minor technical and redline corrections to plans as identified by Town staff;
- B. The Final Plat shall be recorded prior to the recording of the FDP;
- C. Rather than the street names shown in the Application, all street names shall be determined by Town staff after consultation with Applicants, and the Final Plat shall show all final street names;
- D. Applicants shall construct the Promenade Drive roadway connection to the Property boundary as shown in the Application;
- E. During Phase 2 of the project, Applicants shall construct on the Property a pedestrian and bicycle trail connection to Coal Creek Drive as approved by the Town;
- F. Applicants shall install at least two additional raised pedestrian crosswalks and other traffic calming measures on Promenade Drive, in locations to be determined by Town staff;
- G. Promenade Drive and Superior Drive shall be constructed as set forth in Street Sections 13 and 15 of Planned Development Amendment #4;
- H. Applicants shall, at their own cost not to exceed \$40,000, install landscaping screening in the northernmost 15' of Tract H as approved by the Town;
- I. During Phase 2 of the project, Applicants shall, at their own cost not to exceed \$300,000, construct a neighborhood park in Tract H of approximately ½ acre in size, to be designed in collaboration with the Town, and such costs shall not be counted toward the \$10 million Civic Space contribution required

by Section 16 of the Cost Sharing Agreement dated October 18, 2013; and

J. Cottage color scheme #9 shall be modified to remove the "Tassel" color, which color shall be replaced by another color consistent with the Design Guidelines and approved by Town staff.

Section 3. The Subdivision Improvement Agreement between the Town and RC Superior, LLC is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Subdivision Improvement Agreement on behalf of the Town.

ADOPTED this 24th day of September, 2019.

Clint Folsom, Mayor

Phyllis L. Hardin, Town Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into as of this 23rd day of september, 2019 (the "Effective Date") by and between the TOWN OF SUPERIOR, COLORADO, a Colorado municipality (the "Town") and RC SUPERIOR, LLC, a Delaware limited liability company ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer is developing the Superior Town Center as a mixed-use project (the "Project");

WHEREAS, the Town approved a Planned Development Plan/Zone District Plan (the "Original PD Plan") in Ordinance No. O-3, Series 2012 adopted October 22, 2012; a first amendment to the Original PD Plan in Ordinance No. O-6, Series 2013, adopted on August 20, 2013 ("PDA1"); a second amendment to the Original PD Plan in Ordinance No. O-4, Series 2014, adopted on May 27, 2014 ("PDA2"); and a third amendment to the Original PD Plan in Ordinance No. O-1, Series 2016, adopted on April 18, 2016 ("PDA3"); and a fourth amendment to the Original PD Plan in Ordinance No. O-4, Series 2018, adopted on April 9, 2018 ("PDA4") (collectively, PDA1, PDA2, PDA3 and PDA4 constitute the "PD Plan");

WHEREAS, the Parties entered into a Development Agreement dated March 11, 2013 (the "DA") that sets forth the terms and conditions under which the Public Improvements necessary to serve the Project will be financed and constructed and set forth certain other rights and obligations of the Parties relating to the Project;

WHEREAS, the DA requires that a subdivision improvement agreement be executed for each Final Development Plan for the Project in which Public Improvements will be constructed, whether or not there is a subdivision of property; and

WHEREAS, the Project is being developed in several phases, and this Agreement addresses the rights and obligations of the Town and Developer with respect to the Public Improvements associated with the Final Development Plan #8 for Superior Town Center Blocks 16 through 24, inclusive (the "FDP").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the Public Improvements for the FDP. All conditions in this Agreement are in addition to any requirements of the Superior Municipal Code (the "Code"), state law and other Town ordinances, and are not intended to supersede any requirements contained therein.
- 2. <u>Definitions</u>. Capitalized terms not otherwise defined herein shall have the same meaning as provided in the Development Agreement.

3. Construction.

- a. All Public Improvements associated with the FDP that are to be dedicated to the Town shall be installed and completed at the expense of Developer and dedicated or conveyed to the Town. The complete list of Public Improvements associated with the FDP and the estimated costs of these improvements are set forth on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Estimated Costs"). The Public Improvements associated with the FDP shall be constructed in accordance with construction documents drawn according to applicable regulations and construction standards for such improvements and the PD Plan.
- b. The Town may make reasonable engineering observations at Developer's expense. Observation, acquiescence in or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of such Public Improvements.
- c. Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.
- d. The Project will be completed in three separate phases, as set forth in **Exhibit A** (each a "Phase").
- e. Developer shall complete construction as follows: Phase 1 by December 31, 2021; Phase 2 by December 31, 2023; and Phase 3 by December 31, 2024. Proper application for acceptance of the Public Improvements in each Phase shall be made on or before such deadlines. Such deadlines may be extended by mutual agreement of the Parties, or because of an event of Force Majeure. Sections 5.3 and 5.4 of the Development Agreement and Sheet PI 1.0 of the PD Plan shall govern the acceptance of the Public Improvements by the Town.
- 5. <u>Warranty</u>. Developer shall warrant and guarantee the Public Improvements as set forth in Section 5.3 of the Development Agreement.
- 6. <u>Performance Guarantees</u>. To secure the construction and installation of the Public Improvements, Developer shall provide letters of credit or alternate security pursuant to Chapter 16, Article XV of the Code (each a "Performance Guarantee") based on the Estimated Costs. Each Phase shall be subject to a separate Performance Guarantee.
- a. Developer shall not start the construction of any Phase, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Performance Guarantee applicable to that Phase.
- b. The purpose of the Estimated Costs is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the Actual Costs of all such Public Improvements, regardless of the Estimated Costs.

- c. The Estimated Costs may increase in the future. Accordingly, the Town reserves the right to review and adjust the Estimated Costs on an annual basis. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the Town adjusts the Estimated Costs, the Town shall give written notice to Developer. Developer shall, within 30 days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee for the Public Improvements included in the applicable Phase in the amount of the adjusted Estimated Costs for that Phase. If Developer fails to provide a new or amended Performance Guarantee, the Town may exercise the remedies provided for in this Agreement; provided, however, that prior to increasing the amount of the Performance Guarantee, the Town shall give credit to Developer for all Public Improvements in that Phase which have actually been completed, so that the amount of the Performance Guarantee relates to the cost of required Public Improvements not yet constructed in that Phase.
- d. If the Public Improvements are not constructed or completed within the period of time specified by this Agreement, the Town may draw on the Performance Guarantee to complete the Public Improvements for that Phase. If the Performance Guarantee is to expire within 14 days and Developer has not yet provided a satisfactory replacement, or completed the Public Improvements covered by the Performance Guarantee, the Town may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements in that Phase or correct problems with the Public Improvements in that Phase as the Town deems appropriate. If the Town has drawn on the Performance Guarantee, and a satisfactory replacement guarantee is provided or the Public Improvements have been completed, then the Town will release any funds received as a result of its draw on the Performance Guarantee within a reasonable period of time, or within 10 days of a request by Developer.
- f. Upon completion of construction and compliance with all conditions and requirements within the required time and the written approval of the Town for each Phase, the Performance Guarantee for that Phase may be reduced to the amount of 25% of the total actual cost of construction and installation of the Public Improvements. The reduced Performance Guarantee shall be held by the Town during the 2-year warranty period.
- Nuisance Conditions. Developer shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined in the Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon 30 days' notice under this Agreement, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any costs incurred. The Town may exercise this right in addition to, or in lieu of, the withholding of permits or certificates of occupancy. The decision to draw on the Performance Guarantee to mitigate a nuisance shall be within the Town's sole discretion.
- 8. <u>Indemnification</u>. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees and agents from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Public Improvements; and Developer shall pay any and all judgments rendered against the

Town as the result of any suit, action or claim within the scope of the indemnification provision contained in the prior clause, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

Fees. Developer shall pay the fees associated with the FDP as set forth in Section 9 of the Development Agreement.

10. Breach.

- If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare, including without limitation:
 - i. The refusal to issue any building permit or certificate of occupancy;
 - The revocation of any building permit previously issued for any Phase under which ii. construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
 - iii. A demand that the Performance Guarantee be paid or honored; or
 - iv. Any other remedy available at law or in equity.
- Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.
- The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- Should this Agreement become the subject of litigation to resolve a claim of breach by Developer and a court of competent jurisdiction determines that Developer was in breach of this Agreement, Developer shall pay the attorney fees, expenses and court costs of the Town.
- Waiver. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions approving this Agreement. Developer expressly agrees that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Code and applicable law.

12. Miscellaneous.

Modification. This Agreement shall not be modified, except by subsequent written agreement of the Parties.

- b. This Agreement and any attached exhibits constitute the entire Agreement between Developer and the Town with respect to the Public Improvements necessary to serve the Project in the FDP, superseding all prior oral or written communications, except the Development Agreement and the PD Plan.
- Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.
- d. Severability. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.
- Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court in and for the County of Boulder, State of Colorado.
- Force Majeure. Developer will be entitled to an extension of time for Force Majeure as set forth in Section 14.10 of the Development Agreement.
- Assignment. Assignment of this Agreement shall be governed by Section 8.3 of the Development Agreement.
- Recordation. This Agreement shall be recorded in the real estate records of the Clerk and Recorder for the County of Boulder, State of Colorado, and shall be a covenant running with the Property.
 - i. <u>Third Parties</u>. There are no intended third-party beneficiaries to this Agreement.
- Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

Clint Folsom, Mayor

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Clerk-Treasurer

RC SUPERIOR, LLC, a Delaware limited liability company

By: Superior Town Center ASLI VII Holdings, LLC, a Delaware limited liability company, its sole Member

By: Avanti Strategic Land Investors VII, L.L.P., a
Delaware limited liability limited partnership, its sole
Member

By: Avanti Properties Group II, L.L.L.P., a
Delaware limited liability limited partnership,
its Managing General Partner

By: Avanti Management Corporation, a Florida corporation, its sole General Partner

By: Marvin M. Shapiro, President

STATE OF FLORIDA		
COUNTY OF _	orange) ss)

This instrument was acknowledged before me this \(\) day of \(\) day of \(\) Marvin M. Shapiro, as President of Avanti Management Corporation, a Florida corporation, the sole General Partner of Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, the Managing General Partner of Avanti Strategic Land Investors VII, L.L.L.P., a Delaware limited liability limited partnership, the sole Member of Superior Town Center ASLI VII Holdings, LLC, a Delaware limited liability company, the sole member of RC Superior, LLC, a Delaware limited liability company, on behalf of the company.

My commission expires: 1/22/22

Shann Kartland Stamter

Notary Public

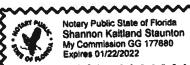


EXHIBIT A Estimated Costs

Exhibit A Public Improvements (Town and District Infrastructure) Downtown Superior - FDP #8 Phases 1-3

9/4/2019

Phase 1

#	Description	Quantity	Unit	Unit Cost	Total Cost	
	PUBLIC IMPROVEMENTS					
	Roadway					
	Asphalt Paving	9,400	SY	\$33.00	\$310,200	
	Curb Gutter	5,320		\$18.00		
	Concrete Alley	7,700		\$50.00		
	Cross Pans (6" Thick)		E.A.	\$5,500.00		
	Sidewalks (5' Wide)	5,320		\$40.00	\$212,800	
	Ramps		E.A.	\$2,200.00		
	Striping		L.F.	\$3.00	\$1,920	
				\$300.00		
	Signage		E.A.			
	Public Street Lighting		E.A.	\$3,500.00		
	Utility Sleeves	1	LS	\$25,000.00		
	Sanitary Sewer				Subtotal	\$1,148,8
	Sanitary Main 8 inch	3,110	i F	\$48.00	\$149,280	
	Connections to Existing San Sewer		E.A.	\$1,900.00		
	6" Underdrain		L.F.	\$35.00		
	4' Sanitary Sewer MH		E.A.	\$3,300.00	\$52,800	
	5' Sanitary Sewer MH		E.A.	\$4,500.00		
	Service Line Connections including WYE tap		E.A.	\$1,500.00		
	Underdrain Service	21	E.A.	\$1,000.00		
	John Gervice		JC.A. J	\$1,000.00	Subtotal	\$446,2
	Water				Cubtotal	ψ
	Water Main 8 inch (Includes all fittings and thrust blocks)	4,050	L.F.	\$45.00	\$182,250	
	Connections to Existing WL		E.A.	\$1,000.00		
	8" Gate Valve		E.A.	\$1,750.00		
	Fire Hydrants		E.A.	\$5,400.00		
	2" Blow-Offs		E.A.	\$2,500.00		
	Domestic Service Lines w/ Water Meter		E.A.	\$2,500.00		
	Reuse Water Line		L.F.	\$39.00		
	Troubo Tracor Ento		10.7 1	400,00	Subtotal	\$580,8
	Drainage					
	Storm Sewer (Class III RCP)	620	L.F	\$80.00	\$49,600	
	Curb Underdrain	4,620		\$35.00		
	5' Storm MH		E.A.	\$4,500.00		
	5' Type R Inlet		E.A.	\$7,500.00		
	10' Type R Inlet		E.A.	\$9,930.00		
		4	E.A.			
	Type C Area Inlet		E.A.	\$2,500.00		
	CCD 16 Valley Inlet		E.A.	\$4,500.00		
	Rip Rap		C.Y.	\$50.00		
	Detention Pond		E.A.	\$75,000.00		
	Retaining Walls	0	L.F.	\$65.00		
					Subtotal	\$269,
	Landscape & Irrigation	4 .				
•	Landscape & Irrigation Landscape	1	LS	\$87.000.00	\$87.000	
	Landscape		LS LS	\$87,000.00 \$45.000.00		
			LS LS	\$87,000.00 \$45,000.00		\$132,0

Exhibit A Public Improvements (Town and District Infrastructure) Downtown Superior - FDP #8 Phases 1-3

9/4/2019

Phase 2

PUBLIC IMPROVEMENTS Roadway					
Poadway				8	
Noauway				i	
Asphalt Paving	11,000	S.Y.	\$33.00	\$363,000	
Curb Gutter	6,000		\$18.00		
Concrete Alley	5,350		\$50.00	\$267,500	
Cross Pans (6" Thick)		E.A.	\$5,500.00	\$0	
Sidewalks (5' Wide)	6,000	L.F.	\$40.00	\$240,000	
Ramps	14	E.A.	\$2,200.00	\$30,800	
Striping	3,000	L.F.	\$3.00	\$9,000	
Signage	18	E.A.	\$300.00	\$5,400	
Public Street Lighting	22	E.A.	\$3,500.00	\$77,000	
Utility Sleeves	1	LS	\$25,000.00	\$25,000	
				Subtotal	\$1,125,700
Sanitary Main 8 inch				\$165,600	
	2,200	L.F.			
	15	E.A.			
Underdrain Service	1 40	E.A.	\$1,000.00		6400.00
Watar				Subtotai	\$499,000
	/ 180	I E	\$45.00	¢199 100	
				\$100,100	
	72	F Δ			
Reuse Water Line					
During			9		\$536,896
Ctorm Court (Close III DCD)	1 600	li e l	600.00	¢429.000	
71					
CCD 16 Valley Inlet			\$4,500.00	\$0	
Rip Rap	100	C.Y.	\$50.00	\$5,000	
Detention Pond	- 1	LS	\$150,000.00		
					85
See	1 0.0		V 00.00		\$859,540
Landscane & Irrigation					
		10	\$130 600 00	¢120 G00	
Imgation	1 1	LS	<u>00.000,ca¢</u>		000155
				Subtotal	\$204,60
	Striping Signage Public Street Lighting Utility Sleeves Sanitary Sewer Sanitary Main 8 inch Connections to Existing San Sewer 6" Underdrain 4' Sanitary Sewer MH 5' Sanitary Sewer MH Service Line Connections including WYE tap Underdrain Service Water Water Main 8 inch (Includes all fittings and thrust blocks) Connections to Existing WL 8" Gate Valve Fire Hydrants 2" Blow-Offs Domestic Service Lines w/ Water Meter Reuse Water Line Drainage Storm Sewer (Class III RCP) Curb Underdrain 5' Storm MH 5' Type R Inlet 10' Type R Inlet Type C Area Inlet CCD 16 Valley Inlet Rip Rap	Striping 3,000	Stripping 3,000 L.F.	Striping 3,000 F. \$3.00 Signage 18 E.A. \$300.00 E.F. \$300.00 E.F. \$300.00 E.F. \$300.00 E.F. \$300.00 E.F. \$300.00 E.F. \$3500.00 E.F. \$3500.00 E.F. \$48.00 E.F	Ramps

Exhibit A Public Improvements (Town and District Infrastructure) Downtown Superior - FDP #8 Phases 1-3

9/4/2019

Phase 3

# Description	Quantity	Unit	Unit Cost	Total Cost	
PUBLIC IMPROVEMENTS					50
Roadway			<u> </u>		
Asphalt Paving	2,400	S.Y.	\$33.00	\$79,200	
Curb Gutter	1,300		\$18.00		
Concrete Alley	9,880		\$50.00		
Cross Pans (6" Thick)		E.A.	\$5,500.00		
Sidewalks (5' Wide)	1,300		\$40.00		
Ramps		E.A.	\$2,200.00		
Striping		L.F.	\$3.00		
Signage		E.A.	\$300.00		
Public Street Lighting		E.A.	\$3,500.00		
Utility Sleeves	1	$\overline{}$	\$10,000.00		
			V	Subtotal	\$677,5
Sanitary Sewer					, ,
Sanitary Main 8 inch	2,310	L.F.	\$48.00	\$110,880	
Connections to Existing San Sewer	• 4	E.A.	\$1,900.00		
6" Underdrain	1,110	L.F.	\$35.00	\$38,850	
4' Sanitary Sewer MH		E.A.	\$3,300.00		
5' Sanitary Sewer MH		E.A.	\$4,500.00		
Service Line Connections including WYE tap		E.A.	\$1,500.00	\$178,500	
Underdrain Service	40	E.A.	\$1,000.00	\$40,000	
				Subtotal	\$435,5
<u>Water</u>					
Water Main 8 inch (Includes all fittings and thrust blocks)	3,160		\$45.00		
Connections to Existing WL		E.A.	\$1,000.00		
8" Gate Valve		E.A.	\$1,750.00		
Fire Hydrants		E.A.	\$5,400.00	\$21,600	
2" Blow-Offs		E.A.	\$2,500.00		
Domestic Service Lines w/ Water Meter		E.A.	\$2,500.00		
Reuse Water Line	0	L.F.	\$39.00		
Drainage			**	Subtotal	\$478,0
Storm Sewer (Class III RCP)	1,050	I F	\$80.00	\$84,000	
Curb Underdrain	1,250		\$35.00		
5' Storm MH		E.A.	\$4,500.00		
5' Type R Inlet		E.A.	\$7,500.00		
10' Type R Inlet		E.A.	\$9,930.00		
Type C Area Inlet		E.A.	\$2,500.00		
CCD 16 Valley Inlet		E.A.	\$4,500.00		
Rip Rap		C.Y.	\$50.00		
Detention Pond		LS	\$150,000.00		
Sound Wall		LF	\$110.00		,
Retaining Walls		L.F.	\$65.00		
				Subtotal	\$154,0
Landscape & Irrigation	<u> </u>		,		
Landscape	1	LS	\$47,000.00	\$47,000	
Irrigation		LS	\$19,000.00		
Imgatori		LO	\$ 18,000.00		
				Subtotal	\$66,0