

**DEVELOPMENT AGREEMENT  
IPRR SOUTH POINTE - 9, LLC FOR PUBLIC IMPROVEMENTS TO PROPERTY  
WITHIN REINVESTMENT ZONE NUMBER 1, CITY OF MANSFIELD**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the City of Mansfield, Texas, a Texas municipal corporation of Tarrant, Johnson, and Ellis Counties, Texas (hereinafter called the “City”), the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Mansfield, Texas (hereinafter called the “Board”), and IPRR South Pointe - 9, LLC, a Delaware limited liability company (hereinafter called the “Owner”). The City, the Board, and the Owner may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

**WITNESSETH:**

**WHEREAS**, the City and the Board recognize the importance of its continued role in local economic development; and

**WHEREAS**, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the “Act”), on December 13, 2006, the Mansfield City Council approved Ordinance No. 1608, creating, establishing and designating “Tax Increment Financing Reinvestment Zone Number One, City of Mansfield” (hereinafter called the “TIF District”); and

**WHEREAS**, the Owner owns certain real property situated within the TIF District and intends to develop the property for use as a high quality mixed-use community with a complementary mixture of retail, residential and civic space; and

**WHEREAS**, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

**WHEREAS**, on November 28, 2007, after approval of the Board, the Mansfield City Council approved Ordinance No. OR-1655-07 approving the Tax Increment Reinvestment Zone Financing and Project Plan for the TIF District; and

**WHEREAS**, the Board authorized the execution of this Agreement, for the construction of public improvements in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to the Owner from the Tax Increment Fund for the construction of the Public Improvements under the conditions set forth herein; and

**WHEREAS**, on October 10, 2022, the City Council authorized the execution of this Agreement, for the construction of Public Improvements to facilitate development of the Property and the construction of the Private Improvements in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to the Owner from the Tax Increment Fund for the construction of the Public Improvements under the conditions set forth herein; and

**WHEREAS**, the Public Improvements constructed within the TIF District boundaries, as set forth in this Agreement, are consistent with encouraging development of the TIF District in accordance with the purposes for its creation and are in compliance with the ordinance creating the TIF District adopted by the City and all applicable laws; and

**WHEREAS**, the City and Board agree to reimburse funds advanced by the Owner for the cost of making Public Improvements up to Seven Million One Hundred Thirty Two Thousand Dollars (\$7,132,000.00) as contemplated herein and as contemplated by the Act and is consistent with the Project Plan and Financing Plan;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

## **SECTION 1. DEFINITIONS**

In this Agreement, the following words shall have the meanings ascribed to them:

**AVAILABLE TIF DISTRICT REVENUE** means that portion of the TIF District Revenue generated by and attributable to the Property and Private Improvements after January 1, 2022 excluding ad valorem tax revenues attributable to the mineral estate (which includes but is not limited to oil and gas). The Available TIF District Revenue due in reimbursement to the Owner pursuant to this Agreement shall be excluded from and payment of same to Owner hereunder shall have priority over other payments of TIF district reimbursements due under development agreements in connection with the development of the Property.

**CITY TAX INCREMENT** means 65% of the difference between the City's ad valorem property taxes attributable to the TIF District for 2006 and the City's ad valorem property taxes attributable to the TIF District for each year following 2006.

**CONSTRUCTION COSTS** means all hard and soft costs incurred by the Owner, which shall include, without limitation, construction costs, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, fees related to any bonding requirements (including those set forth in Section 2.B.3. of this Agreement), and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public Improvements. Construction Costs does not include any acquisition costs of the

Property, marketing, or City fees, including but not limited to inspection fees, impact fees and park development fees, related to the development of the Public Improvements.

COUNTY TAX INCREMENT means 30% of the difference between the County's ad valorem property taxes attributable to the TIF District for 2006 and the County's ad valorem property taxes attributable to the TIF District for each year following 2006.

EFFECTIVE DATE means the date all parties sign this Agreement.

EVENT OF BANKRUPTCY OR INSOLVENCY means the dissolution or termination of the Owner's existence as a going business, insolvency, appointment of receiver for any part of the Owner's property and such appointment is not terminated within 60 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Owner and such proceeding is not dismissed within 60 days after the filing thereof.

OWNER REIMBURSEMENT means the Payments to the Owner of an amount not to exceed Seven Million One Hundred Thirty Two Thousand Dollars (\$7,132,000.00) paid pursuant to Section 3 of this Agreement.

PAYMENT(S) means the annual payment made to the Owner by the City pursuant to Section 3 of this Agreement from Available TIF District Revenue for the Owner Reimbursement.

PRIVATE IMPROVEMENTS mean a high quality, mixed-use community with a complementary mixture of retail, residential and civic space; in substantial conformance with The Reserve Planned Development Standards existing as of the Effective Date and adopted via Ordinance No. OR-1859-12, as represented by the site plan, as described in Exhibit "A", attached hereto, incorporated herein, and approved by the City. It does not include the Public Improvements.

PROJECT PLAN AND FINANCING PLAN means the Tax Increment Financing Reinvestment Zone Project Plan and Financing Plan approved by Ordinance No. OR-1655-07 of the City of Mansfield.

PROPERTY means the approximately 80 acre tract upon which the Private Improvements will be constructed, as described in Exhibit "A", attached hereto and incorporated herein.

PUBLIC IMPROVEMENTS means the public streets, public infrastructures and related public development to be constructed substantially as listed and depicted on Exhibit "B", attached hereto and incorporated herein, with final approval by the City of construction plans and specifications.

SUBSTANTIAL COMPLETION means with regard to the Public Improvements, the date the City issues a Letter of Acceptance for the Public Improvements, which issuance shall not be unreasonably withheld, conditioned or delayed.

TAX INCREMENT FUND means the Tax Increment Fund of Mansfield Tax Increment Financing Reinvestment Zone No. 1, excluding ad valorem tax revenues attributable to oil and gas revenues.

TIF DISTRICT means the district created by Ordinance No. 1608 comprising approximately 3100 acres of which the Property is a part.

TIF DISTRICT REVENUE means the total revenue collected and required by the TIF Act and Mansfield Ordinance No. 1608 to be deposited into the Tax Increment Fund from the City Tax Increment and the County Tax Increment, excluding revenues attributable to the mineral estate (which includes, but is not limited to oil and gas), and excluding revenue committed to another developer prior to the date of this Agreement.

## **SECTION 2. THE OWNER'S OBLIGATIONS**

A. Generally. In conjunction with the long-term development plan for the TIF District, as described in the Project Plan, the Owner agrees to participate in the funding of the Public Improvements, and design and construct (or cause to be designed and constructed) the Private Improvements in various phases. The Public Improvements are located entirely within the limits of the City and within the TIF District and all Public Improvements shall be constructed within public property, public rights-of-way or easements. All public rights-of-way and easements necessary for the Public Improvements shall be dedicated to the City prior to commencement of construction of the Public Improvements.

B. Public Improvements.

1. Construction of Public Improvements. At its sole cost, the Owner shall design and construct the Public Improvements in compliance with this Agreement. Construction of the Public Improvements shall commence no later than eighteen (18) months of the Effective Date of this Agreement and be substantially complete no later than twelve (12) months thereafter.
2. Construction Plans; Construction Schedule; Surveying. The Owner shall submit to the City for approval complete construction plans for the Public Improvements. The construction plans shall be prepared by a professional engineer licensed to practice in the State of Texas, at Owner's sole cost. Construction plans shall be in conformity with all state and local ordinances and regulations. The City will not unreasonably withhold, condition, or delay its approval of such construction plans.

3. Funding and Eligibility Requirements. Funding shall be as described below and subject to the following eligibility requirements:
- \$4,147,000.00 for hardscape and landscape improvements to the Central Park, Matlock Rd. and Ralph Man St.;
  - \$2,485,000.00 for paving, water and wastewater for Matlock Rd. and Ralph Man St.; and
  - \$500,000.00 for hardscape and landscape improvements for the Retail Streetscape.\*

Eligibility Requirements:

- \*Payment for the Retail Streetscape shall be paid at the time of completion and shall only be paid upon the completion of improvements within Phase One of the Attached Green #1 and #2.

4. Bonds. Prior to initiating any construction of the Public Improvements, the Owner shall provide the City with one original and one quality copy of the following construction bonds:

- a. Payment Bond. A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the Public Improvements.
- b. Performance Bond. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the Public Improvements. the full and faithful execution of the work and performance of this Agreement and for the protection of the City against any improper execution of the work or the use of inferior materials. The Performance Bond shall guarantee completion of the Public Improvements within three (3) years of execution of this Agreement.
- c. Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing the maintenance in good condition of the Public Improvements for a period of two (2) years from and after the date that a Letter of Acceptance is issued from the City indicating that

the Public Improvements have been completed by the Owner and accepted by the City.

Each of the above bonds shall be in a form acceptable by the City. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, and the City, through its City Manager, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld, conditioned, or delayed.

5. Public Improvement Conveyance. Any Public Improvements constructed on the Property shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement. At the time of conveyance the Owner shall deliver to the City releases from the contractors, subcontractors and suppliers of material who have provided labor and materials for the Public Improvements showing they have paid for such labor and materials.
6. As Built Plans. Upon completion of construction of the Public Improvements required by this Agreement, the Owner shall deliver to the City a set of as-built construction plans of the Public Improvements, and satisfactory to the City Engineer.

C. Private Improvements.

1. In General. The Owner shall design and construct all phases of the Private Improvements so as to include a high quality, townhome development in full conformance with the ordinances and development standards of the City, and the site plan as set forth and depicted on Exhibit "A".
2. Regulations Regarding Building Products, Materials, or Methods. The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, the Owner voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation,

maintenance, or other alteration of a residential or commercial building on the property, regardless of whether a different building product or material is 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 the building. In addition, the Owner voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard 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. The parties agree that: 1) the City will not issue any permits for the Property in violation of this section; 2) the covenants contained within this section constitute a material term of this Agreement; 3) the Owner's voluntary consent to the application of the Regulations to the Property, as described in this Section, constitutes a material inducement for the City to authorize the Payments described herein; 4) the covenants contained herein shall run with the land and shall bind the Owner and all successors and assigns; and 5) this section shall survive termination or expiration of this Agreement.

D. No Alteration of Development Regulations. This Agreement is not intended to and does not waive or alter any development requirement imposed by City ordinances, City development regulations, or other law.

### **SECTION 3. CITY PARTICIPATION**

A. Payment. In consideration of the Owner's agreement to construct the Public Improvements and Private Improvements and subject to the Owner's compliance with its duties and obligations in this Agreement, the City shall reimburse the Owner for the actually expended Construction Costs of the Public Improvements, up to an amount no greater than the principal sum of Seven Million One Hundred Thirty Two Thousand Dollars (\$7,132,000.00), upon the following terms:

1. Payment. Commencing October 1 after the Public Improvements achieve Substantial Completion, and on every October 1 thereafter throughout the term of this Agreement, the Owner shall receive an annual Payment comprised of One Hundred Percent (100%) of the Available TIF District Revenue as follows:
  - a. Payment for the Retail Streetscape shall be paid at the time of completion and shall only be paid upon the completion of

improvements within Phase One of the Attached Green #1 and #2.

- b. Payment shall only be made from the Available TIF District Revenue.
- c. Available TIF District Revenue shall be paid to the Owner as partial reimbursement to the Owner for the Owner Reimbursement, and the remaining balance of the Owner Reimbursement shall be reduced by the amount of each annual Payment made to the Owner.
- d. The amount of the Available TIF District Revenue shall be calculated annually on a fiscal year basis, with the Payment, if any, made within ninety (90) days after the end of the fiscal year.
- e. The City's obligation to make the Payment shall terminate upon the earliest to occur of the following:
  - i. when the Owner Reimbursement is fully paid; or
  - ii. at the expiration of fifteen (15) years after the Public Improvements are Substantially Complete, whichever is earlier.

B. Payment from TIF Increment Funds Only. Nothing in this Agreement shall obligate or require the City to make Payments from any source of City funds other than the Available TIF District Revenue, under the terms set forth in this Agreement.

C. Declaration of Necessity. The City declares that the reimbursement procedure outlined above is necessary to implement the Project Plan.

#### **SECTION 4. TERM**

The term of this Agreement shall begin on the Effective Date and shall terminate upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement, (b) on the date fifteen (15) years after the date the Public Improvements are Substantially Complete, whether or not Payment has been made in full; or (c) upon the City's termination of this Agreement pursuant to Section 6 hereof.

#### **SECTION 5. AUTHORITY; COMPLIANCE WITH LAW**

A. The Owner hereby represents and warrants to the City that it has full lawful right, power, and authority to execute and deliver and perform the terms and



obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by the Owner and this Agreement constitutes the legal, valid and binding obligation of the Owner, and is enforceable in accordance with its terms and provisions.

B. The Owner represents and warrants that to the best of its knowledge during the Owner's ownership of the Property (1) no landfill was deposited on or taken from the Property, (2) no construction debris or other debris (including, without limitation, rocks, stumps, and concrete) was buried upon the Property, and (3) no toxic waste or "hazardous substances" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1988, or petroleum products and derivatives thereof, were deposited on the Property.

C. Notwithstanding any other provision of this Agreement, the Owner shall comply with all federal and state laws, and City ordinances in the development, construction and operation of the Property and the Private Improvements.

D. As required by Subchapter B of Chapter 2264 of the Texas Government Code, the Owner certifies that to the Owner's knowledge it does not and will not knowingly employ an undocumented worker. If after receiving the Payments set forth in this Agreement the Owner is convicted under 8 USC Section 1324(a)(6), it shall repay the amount of the Payments (or portion that it has received) plus 10% interest not later than the 120<sup>th</sup> day after the date the City notifies the Owner of the violation.

## **SECTION 6. DEFAULT AND REMEDIES**

A. In the event: (i) the Owner fails to comply with the terms of this Agreement; (ii) the Owner has delinquent ad valorem or sales taxes owed to the City (provided that the Owner retains the right to timely and properly protest and/or contest any such taxes); (iii) upon the occurrence of any Event of Bankruptcy or Insolvency by the Owner prior to substantially completion of the Public Improvements; or (iv) the Owner materially breaches any of the material terms and conditions of this Agreement, then the Owner after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give the Owner written notice of such breach and/or default, and if the Owner has not cured such breach or default within thirty (30) days after receipt of such notice (or such longer period of time as may be necessary to effectuate a cure so long as the Owner is diligently pursuing same), the City may terminate this Agreement by written notice to the Owner, and the City shall have no further obligation to the Owner. Notwithstanding anything to the contrary contained herein, in the event that Owner transfers title to any portion of the Property upon which the Private Improvements are to be developed, then thereafter, any matter pertaining to such portion of the Private Improvements (including, without limitation, any failure of the Private Improvements to comply with this Agreement) as are not owned by Owner shall not be deemed to be a default of Owner under this Agreement.

B. In the event: (i) the City fails to comply with the terms of this Agreement; or (ii) the City materially breaches any of the material terms and conditions of this Agreement, then the City after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, the Owner shall give the City written notice of such breach and/or default, and if the City has not cured such breach or default within thirty (30) days after receipt of such notice (or such longer period of time as may be necessary to effectuate a cure so long as the City is diligently pursuing same), the Owner may pursue any and all rights against the City set forth herein.

C. If a default shall occur and continue, after thirty (30) days written notice to cure the default (or such longer period of time as may be necessary to effectuate a cure so long as the defaulting party is diligently pursuing same), the party not in default shall have the right to exercise any and all rights available to such party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting party may be entitled.

D. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Mansfield.

#### **SECTION 7. RIGHT OF OFFSET**

The City may, at its option, offset any amounts due and payable to the Owner under this Agreement against any debt (including taxes) lawfully due and payable to the City, or any other taxing unit participating in the Payments under this Agreement, from the Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court.

#### **SECTION 8. DETERMINATION OF ROUGH PROPORTIONALITY**

As additional consideration for the Payments received by Owner under this Agreement, Owner hereby agrees to donate the land necessary to construct the Public Improvements to the City as currently contemplated as of the Effective Date and Owner further agrees that such land is roughly proportional to the need for such land; provided, however, notwithstanding anything to the contrary contained herein, the foregoing land donation and representation shall only apply to the Public Improvements contemplated as of the Effective Date and shall not apply to any modifications arising after the Effective Date. Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Private Improvements. Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other

requirements of a nexus between development conditions and the projected impact of the Private Improvements.

## **SECTION 9. VENUE AND GOVERNING LAW**

This Agreement is performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Mansfield, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Mansfield, Tarrant County, Texas.

## **SECTION 10. FORCE MAJEURE**

Performance of Owner's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Owner's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

## **SECTION 11. GIFT TO PUBLIC SERVANT OR TO THE OWNER REPRESENTATIVE**

A. No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

E. Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to the Owner as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

## **SECTION 12. BINDING AGREEMENT; ASSIGNMENT**

A. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. The provisions of this Agreement are

hereby declared covenants running with the Property and are fully binding on the City and the Owner and each and every subsequent owner of all or any portion of the Property and shall be binding on all successors, heirs, and assigns of the Owner which acquire any right, title, or interest in or to the Property, or any part thereof.

B. Any assignment of this Agreement must be in writing executed by the assignor and assignee, and shall not be permitted without the express written consent of the City; provided that the assignment of this Agreement as may be necessary to a lender of Owner in connection with financing the Private or Public Improvements by the Owner shall be expressly permitted and no consent of the City to such assignment to a lender shall be required; and provided, further, that the assignment of this Agreement or a portion thereof by Owner in connection with the conveyance of any portion of the Property by Owner to a person in which at least ninety percent (90%) of the equity of which is directly or indirectly owned by Owner or the owner of Owner, shall not require the consent of the City if (i) the City is provided with current notice of such assignment and (ii) the transferee has agreed to assume applicable obligations under this Agreement with respect to the portion of the Property so conveyed. Any assignment shall be contingent upon the assignee's agreement to comply with the provisions of this Agreement.

### **SECTION 13. INDEMNIFICATION**

A. **THE OWNER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF THE OWNER, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE OWNER'S PERFORMANCE OF THIS AGREEMENT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of the Owner and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

B. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City, their past, present and future officers, elected officials, directors, employees, and agents of the City do not assume any responsibility to any third party in connection with the Owner's construction of the Public Improvements.

### **SECTION 14. MISCELLANEOUS MATTERS**

A. Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

B. Agreement Subject to Law. This Agreement is made subject to the provisions of the Mansfield Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.

C. Interpretation. This Agreement shall not be construed against the drafting party.

D. Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

E. Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

F. Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

G. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

If intended for Board, to:

Chair, Board of Directors  
Tax Increment Financing Reinvestment Zone No. One  
1200 E. Broad Street  
Mansfield, Texas 76063

If intended for City, to:

City of Mansfield  
1200 E. Broad Street  
Mansfield, Texas 76063  
Attn: City Manager  
Facsimile: (817) 473-1342

If intended for the Owner, to:

IPRR South Pointe - 9, LLC  
4001 N Perryville Rd, STE D202  
Loves Park, IL 61111  
Attn: David Branch  
Email: davidbranch@nrockre.com

With a copy to:  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Attn: Drew Larkin  
Fort Worth, Texas 76107  
Facsimile: (817) 332-4740

With a copy to:  
Liechty McGinnis Berryman & Bowen  
11910 Greenville Ave, Suite 400  
Dallas, Texas 75243  
Attn: Nathan Entsminger  
Email: [nentsminger@lmlawyers.com](mailto:nentsminger@lmlawyers.com)

H. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

I. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

J. Attorney's Fees. If any party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

#### **SECTION 15. EFFECTIVE DATE.**

This Agreement shall become effective upon the last to occur of the execution of the Agreement by all parties.

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BOARD OF DIRECTORS OF THE  
TAX INCREMENT FINANCING  
REINVESTMENT ZONE NUMBER  
ONE, CITY OF MANSFIELD, TEXAS

IPRR South Pointe - 9, LLC, a  
Delaware limited liability company

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

Name: \_\_\_\_\_  
Board Chairman

Date: \_\_\_\_\_  
CITY OF MANSFIELD, TEXAS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Joe Smolinski, City Manager

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

ATTEST:

By: \_\_\_\_\_  
Susana Marin, City Secretary

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Ashley Dierker, City Attorney

## Exhibit List

Exhibit A	Site Plan
Exhibit B	Public Improvements





Residential Units Summary	Estimated Yield	Residential Units Summary	Estimated Yield
2 story TH	135 Units	Multi-Family	1,005 Units
3 story TH	97 Units	Parking Provided	1,508 Spaces
<b>TOTAL</b>	<b>232 Units</b>	Parking per Unit	1.5 Spaces per Unit
		Ground Floor Flex Retail Space	+/- 15,000 sqft.
		Retail Ready Space +/-	22,000sqft.

**Exhibit B: Conceptual Master Plan**

South Points  
Phase 9

Mansfield, Texas  
11/16/22



TSS



**SOUTH POINTE PHASE 9 MASTER PLAN - Preliminary Opinion of Probable Construction Costs**

**Mansfield, Texas**

Prepared by TBG Partners - D22213

12-Sep-23

**TIF Reimbursement Summary**

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Landscape Architect OPCC - Landscape Improvements (includes 5% Contingency + 10% Professional Fees)	\$ 6,467,227.03
Engineer OPCC - Infrastructure Improvements (includes 10% Contingency)	\$ 2,484,976.71
<b>PROJECT GRAND TOTAL</b>	<b>\$ 8,952,203.74</b>

Exclusions:

- Circuitry for lighting*
- Parking Lot*
- Additional Wells or Well Water Treatment*
- Utilities & Mass Grading*
- Amenity Building FF&E*
- City Permit and Inspection Fees*
- General Conditions*
- General Contractor Overhead and Profit*
- Payment and Performance Bond*
- Insurance*
- One Year Landscape Maintenance*
- Geotechnical and Materials Testing*
- Retaining Walls / Pad Walls*
- TDLR Fees*
- Impact Fees*



TBG

**SOUTH POINTE PHASE 9 MASTER PLAN - Preliminary Opinion of Probable Construction Costs**

**Mansfield, Texas**

Prepared by TBG Partners - D22213

12-Sep-23

TIRZ		Qty.	Unit Cost	Subtotal	Remarks	Reimbursable (Y/N)
<b>CENTRAL PARK</b>						
	Shade Structure	ls	1 \$ 250,000.00	\$ 250,000.00	800 sf metal & steel shade structures	
	Amphitheater	ls	1 \$ 1,000,000.00	\$ 1,000,000.00	Pavilion, stage, and seating	
	Audio Visual	allow	1 \$ 150,000.00	\$ 150,000.00	Sound equipment for amphitheater, Wi-Fi?	
	Art	allow	1 \$ 75,000.00	\$ 75,000.00	TBD	
	Playground	allow	1 \$ 500,000.00	\$ 500,000.00	Ages 2-5, 5-12	
	Site Fine Grading	ls	1 \$ 50,000.00	\$ 50,000.00		
	Site Drainage	ls	1 \$ 50,000.00	\$ 50,000.00		
	Benches	ea	20 \$ 2,500.00	\$ 50,000.00	Landscape Forms or equal	
	Trash Cans	ea	6 \$ 1,750.00	\$ 10,500.00	Landscape Forms or equal	
	Drinking Fountains	ea	3 \$ 7,500.00	\$ 22,500.00	Human and dog accessible	
	Street Lighting	ls	1 \$ 100,000.00	\$ 100,000.00	Pedestrian-scaled, ornamental street lights, 1 pole per 50ft	
	Food Truck Electric Hookups	ea	6 \$ 5,000.00	\$ 30,000.00	To coordinate with Civil	
	Retaining Walls	lf	300 \$ 125.00	\$ 37,500.00	18"-36" stone clad walls as needed	
	8' Walks	sf	11,144 \$ 7.00	\$ 78,008.00	Concrete w/ medium broom finish	
	Plazas	sf	9,000 \$ 15.00	\$ 135,000.00	Accent concrete pavers	
	Accent Paving	sf	1,672 \$ 22.00	\$ 36,775.20	Integral colored concrete in seating locations	
	Street Pavers	sf	360 \$ 17.00	\$ 6,120.00	Intersection next to amphitheater- 10ft wide - crosswalks	
	Shrubs	sf	6,067 \$ 9.00	\$ 54,606.15	5% of turf, includes bed prep and mulch	
	Street Trees	ea	47 \$ 1,200.00	\$ 56,400.00	30' on center spacing, 4" cal.	
	Shade Trees	ea	45 \$ 1,200.00	\$ 54,000.00	Location to be designed, 4" cal.	
	Ornamental Trees	ea	25 \$ 600.00	\$ 15,000.00	Location to be designed	
	Turf & Sod	sf	121,347 \$ 0.75	\$ 91,010.25	Bermuda grass sod	
	Water Meter - Domestic	allow	1 \$ 7,650.00	\$ 7,650.00	City of Mansfield water meter impact fees - 1"	
	Contingency - 10%	allow	1 \$ 7,650.00	\$ 7,650.00	City of Mansfield water meter impact fees - 1"	
	Irrigation	sf	121,347 \$ 1.25	\$ 151,683.75	Includes spray, drip & bubblers	
			<b>SUBTOTAL</b>	<b>\$ 3,019,403.35</b>		<b>\$ 3,019,403.35</b>
<b>RETAIL STREETSCAPE</b>						
	Benches	ea	8 \$ 2,500.00	\$ 20,000.00	Landscape Forms or equal	
	Trash Cans	ea	6 \$ 1,750.00	\$ 10,500.00	Landscape Forms or equal	
	Street Lighting	ls	1 \$ 100,000.00	\$ 100,000.00	Pedestrian-scaled, ornamental street lights, 1 pole per 50ft	
	12' Walks	sf	12,132 \$ 7.00	\$ 84,924.00	Back of curb to front of building	
	Accent Paving	lf	5,400 \$ 22.00	\$ 118,800.00	15% of total walks	
	Street Trees	ea	34 \$ 1,200.00	\$ 40,800.00	30' on center spacing, 4" cal.	
	Tree Grates	ea	34 \$ 7,000.00	\$ 238,000.00	6x6 iron tree grate	
	Ornamental Trees	ea	20 \$ 600.00	\$ 12,000.00	1 per 1500sf of entire space	
	Shrubs & Groundcover	sf	606.6 \$ 9.75	\$ 5,914.35	5% of total walks	
	Irrigation	sf	606.6 \$ 1.25	\$ 758.25	Includes spray, drip & bubblers	
			<b>SUBTOTAL</b>	<b>\$ 631,696.60</b>		<b>\$ 631,696.60</b>
<b>ATTACHED GREEN #1</b>						
	Entry Signage	ea	\$ 35,000.00	\$ -	Similar to other community entries	
	Benches	ea	4 \$ 2,500.00	\$ 10,000.00	Landscape Forms or equal	
	Lighting	ls	1 \$ 100,000.00	\$ 100,000.00	Pedestrian-scaled, ornamental street lights, 1 pole per 60ft	
	5' Walks	sf	1,749 \$ 6.25	\$ 10,933.38	Concrete w/ medium broom finish	
	Accent Paving	sf	797 \$ 22.00	\$ 17,539.50	15% of all walks	
	Street Trees	ea	35 \$ 1,200.00	\$ 42,000.00	30' on center spacing	
	Shade Trees	ea	10 \$ 1,200.00	\$ 12,000.00	Random spacing / accent	
	Ornamental Trees	ea	10 \$ 600.00	\$ 6,000.00	Random spacing / accent	
	Shrubs	sf	5,500 \$ 9.00	\$ 49,500.00	5% of turf	
	Turf & Sod	sf	110,000 \$ 0.75	\$ 82,500.00	Bermuda grass sod	
	Water Meter - Irrigation	allow	1 \$ 7,650.00	\$ 7,650.00	City of Mansfield water meter impact fees - 1"	
	Irrigation	sf	110,000 \$ 1.25	\$ 137,500.00	Includes spray, drip & bubblers	
			<b>SUBTOTAL</b>	<b>\$ 475,622.88</b>		<b>\$ 475,622.88</b>



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**ATTACHED GREEN #2**

Entry Signage	ea	1	\$ 35,000.00	\$ 35,000.00	Similar to other community entries
Benches	ea	4	\$ 2,500.00	\$ 10,000.00	Landscape Forms or equal
Lighting	ls	1	\$ 50,000.00	\$ 50,000.00	Pedestrian-scaled, ornamental street lights, 1 pole per 60ft
5' Walks	sf	2,590	\$ 6.25	\$ 16,187.50	Concrete w/ medium broom finish
Accent Paving	sf	389	\$ 22.00	\$ 8,547.00	15% of total walks
Street Trees	ea	18	\$ 1,200.00	\$ 21,600.00	30' on center spacing
Shade Trees	ea	18	\$ 1,200.00	\$ 21,600.00	Random spacing / accent
Ornamental Trees	ea	10	\$ 600.00	\$ 6,000.00	Random spacing / accent
Shrubs	sf	2,694	\$ 9.00	\$ 24,243.75	5% of turf
Turf & Sod	sf	53,875	\$ 0.75	\$ 40,406.25	Check with Mansfield price- purchase 1-2in
Water Meter - Irrigation	allow	1	\$ 7,650.00	\$ 7,650.00	City of Mansfield water meter impact fees - 1"
Irrigation	sf	53,875	\$ 1.25	\$ 67,343.75	Includes spray, drip & bubblers
<b>SUBTOTAL</b>				<b>\$ 308,578.25</b>	<b>\$ 308,578.25</b>

**RETENTION POND**

Dock	ls	1	\$ 125,000.00	\$ 125,000.00	
Site Grading	ls	1	\$ 50,000.00	\$ 50,000.00	Grading for areas around pond
Benches	ea	5	\$ 2,500.00	\$ 12,500.00	Landscape Forms or equal
Trash Cans	ea	3	\$ 1,750.00	\$ 5,250.00	Landscape Forms or equal
Drinking Fountains	ea	1	\$ 7,500.00	\$ 7,500.00	Human and dog accessible
Street Lighting	ls	1	\$ 50,000.00	\$ 50,000.00	Pedestrian-scaled, ornamental street lights, 1 pole per 60ft
Park Lighting	ea	6	\$ 7,000.00	\$ 42,000.00	Pedestrian poles spaced 125' along walks
8' Walks	sf	8,896	\$ 7.00	\$ 62,272.00	Concrete w/ medium broom finish
Accent Pavement	sf	1,334	\$ 22.00	\$ 29,356.80	Entrance 50ft- 15% of walk
Street Trees	ea	21	\$ 1,200.00	\$ 25,200.00	30' on center spacing
Shade Trees	ea	20	\$ 1,200.00	\$ 24,000.00	Random spacing / accent
Ornamental Trees	ea	15	\$ 500.00	\$ 7,500.00	Random spacing / accent
Littoral Planting	sf	1,309	\$ 8.00	\$ 10,470.00	3' wide, 25% of lake perimeter
Turf & Sod	sf	67,800	\$ 0.75	\$ 50,850.00	Bermuda grass sod
Water Meter - Domestic	allow	1	\$ 7,650.00	\$ 7,650.00	City of Mansfield water meter impact fees - 1"
Water Meter - Irrigation	allow	1	\$ 7,650.00	\$ 7,650.00	City of Mansfield water meter impact fees - 1"
Irrigation	sf	67,800	\$ 1.25	\$ 84,750.00	Includes spray, drip & bubblers
<b>SUBTOTAL</b>				<b>\$ 601,948.80</b>	<b>\$ 601,948.80</b>

**MATLOCK ROAD**

Street Lighting	ls	1	\$ 100,000.00	\$ 100,000.00	Pedestrian-scaled, ornamental street lights, 1 pole per 50ft
Accent Paving	sf	1,449	\$ 22.00	\$ 31,875.20	15% of total walks
Street Trees	ea	65	\$ 1,200.00	\$ 78,000.00	30' on center spacing
Shrubs	sf	1,063	\$ 9.00	\$ 9,562.56	5% of turf
Turf & Sod	sf	21,250	\$ 0.75	\$ 15,937.50	Bermuda grass sod
Irrigation	sf	21,250	\$ 1.25	\$ 26,562.50	Includes spray, drip & bubblers
<b>SUBTOTAL</b>				<b>\$ 261,938.01</b>	<b>\$ 261,938.01</b>

**RALPH MAN STREET**

Stone Screen Wall	lf	632	\$ 150.00	\$ 94,822.50	Wall with columns at regular intervals
Street Lighting	ls	1	\$ 100,000.00	\$ 100,000.00	Pedestrian-scaled, ornamental street lights, 1 pole per 50ft
Accent Paving	sf	1,312	\$ 22.00	\$ 28,864.11	15% of total walks
Street Trees	ea	59	\$ 1,200.00	\$ 70,800.00	30' on center spacing
Shrubs	sf	612	\$ 9.00	\$ 5,510.42	5% of turf
Turf & Sod	sf	12,245	\$ 0.75	\$ 9,184.04	Bermuda grass sod
Irrigation	sf	12,245	\$ 1.25	\$ 15,306.73	Includes spray, drip & bubblers
<b>SUBTOTAL</b>				<b>\$ 324,487.79</b>	<b>\$ 324,487.79</b>

<b>TIRZ SUBTOTAL</b>	<b>\$ 5,623,675.68</b>	<b>\$ 5,623,675.68</b>
Contingency - 5%	\$ 281,183.78	
Professional Fees - 10%	\$ 562,367.57	
<b>TIRZ GRAND TOTAL</b>	<b>\$ 6,467,227.03</b>	

# EXHIBIT "I" – Paving Exhibit



- LEGEND**
- █ EXISTING STREETS
  - █ STREETS TO BE CONSTRUCTED IN PHASE 7
  - █ PROPOSED STREETS FOR PHASE 9

**Preliminary - For Review Only**  
 These documents are for review only and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under supervision of:

Joseph Perkins	97522	08/08/2023
Name	PE No.	Date



GRAPHIC SCALE 1"=300'



**GRAHAM ASSOCIATES, INC.**  
 CIVIL ENGINEERING & SURVEYING  
 600 SIX FLAGS DRIVE, SUITE 500  
 ARLINGTON, TEXAS 76011 (817) 640-8535  
 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

SOUTHPOINTE  
 PHASE 9  
 PAVING EXHIBIT

DRAWN BY: JKP
DATE: 8/4/2023
PROJECT NO.: 2529-1071
SHEET 1 OF 1

# EXHIBIT "J" – Utility Exhibit



- LEGEND**
- W EXISTING WATER LINES
  - W PROPOSED WATER LINES
  - S EXISTING SEWER LINES
  - S PROPOSED SEWER LINES
  - SS PROPOSED STORM SEWER

**Preliminary - For Review Only**  
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 Joseph Perkins 97522 08/08/2023  
 Name PE No. Date



**GRAHAM ASSOCIATES, INC.**  
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 ARLINGTON, TEXAS 76011 (817) 640-8535  
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SOUTHPOINTE  
 PHASE 9  
 UTILITY EXHIBIT

DRAWN BY: JKP
DATE: 8/4/2023
PROJECT NO.: 2529-1071
SHEET 1 OF 1

## EXHIBIT “K” – Engineer OPCC

**Engineer's Opinion of Probable Construction Cost  
Infrastructure Improvements to serve Southpoint Phase 9  
SUMMARY  
August 8, 2023**

<b>Matlock Road from Connerton Drive to existing stub-out from SH 360</b>	
Paving	\$1,112,296.40
Water	\$231,376.00
Wastewater	\$142,450.00
SubTotal	\$1,486,122.40
<b>Ralph Man Street from Horizon Drive to Matlock Road</b>	
Paving	\$618,669.33
Water	\$154,278.00
SubTotal	\$772,947.33
SubTotal Improvements	\$2,259,069.73
10% Contingency	\$225,906.97
<b>TOTAL INFRASTRUCTURE IMPROVEMENTS</b>	<b>\$2,484,976.71</b>

*Exclusions: Lighting, Landscape, Irrigation, Retaining Walls, Inspection Fees, Structural, Geotechnical.*

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<b>Preliminary - For Review Only</b>		
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Joseph Perkins	97522	08/08/2023
Name	PE No.	Date



**GRAHAM ASSOCIATES, INC.**  
 CIVIL ENGINEERING & SURVEYING  
 600 SIX FLAGS DRIVE, SUITE 500  
 ARLINGTON, TEXAS 76011 (817) 640-8535  
 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

**Engineer's Opinion of Probable Costruction Cost**  
**Matlock Road (Connerton Drive to SH 360)**  
**August 8, 2023**

Matlock Road					
Paving		1950 LF 25' B-B (Conc Section)			
Item	Description	Total	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$70,000.00	\$70,000.00
2	Clearing and Grubbing	4.5	AC	\$2,500.00	\$11,250.00
3	ROW Prep	19.5	STA	\$1,600.00	\$31,200.00
4	Erosion Control	1	LS	\$30,000.00	\$30,000.00
5	Excavation	500	CY	\$9.00	\$4,500.00
6	Embankment	500	CY	\$3.00	\$1,500.00
7	9" Conc Paving	5,367	SY	\$75.00	\$402,525.00
8	Lime Stab. Subgrade	5,752	SY	\$5.00	\$28,760.00
9	Lime for Subgrade (54 LB/SY)	103.5	TON	\$350.00	\$36,225.00
10	4" Conc Sidewalk	1,039	SY	\$60.00	\$62,340.00
11	Barrier Free Ramps	6	EA	\$2,500.00	\$15,000.00
12	15' Recessed Curb Inlet	1	EA	\$15,000.00	\$15,000.00
13	10' Recessed Curb Inlet	1	EA	\$12,000.00	\$12,000.00
14	18" RCP	28	LF	\$90.00	\$2,520.00
15	24" RCP	863	LF	\$105.00	\$90,615.00
16	3' X 3' RCB	312	LF	\$350.00	\$109,200.00
17	Bevel RCB	3	EA	\$3,600.00	\$10,800.00
18	6" Reinf Conc Apron	173	SY	\$71.00	\$12,283.00
19	Type PW Headwall	1	EA	\$40,000.00	\$40,000.00
20	Trench Safety	891	LF	\$1.00	\$891.00
21	Pavement Markings and Signing	1	LS	\$8,000.00	\$8,000.00
22	Traffic control	1	LS	\$15,000.00	\$15,000.00
Paving Subtotal					\$1,009,609.00
Temporary Connection to SH 360		(TXDOT Permit Required)			
1	2" HMAC TY "D"	75.2	TON	\$412.00	\$30,982.40
2	4" HMAC TY "B"	150.4	TON	\$350.00	\$52,640.00
3	30" Conc Curb and Gutter	350	LF	\$12.00	\$4,200.00
4	12" Lime Stab. Subgrade	790	SY	\$7.50	\$5,925.00
5	Lime for Subgrade (50 LB/SY)	19.8	TON	\$300.00	\$5,940.00
6	Pavement Markings and Signing	1	LS	\$3,000.00	\$3,000.00
TXDOT Subtotal					\$102,687.40



**Engineer's Opinion of Probable Costruction Cost  
Matlock Road (Connerton Drive to SH 360)  
August 8, 2023**

Water		Complete Connection to 360			
Item	Description	Total	Unit	Unit cost	Total Cost
1	12" PVC Water	1,904	LF	\$75.00	\$142,800.00
2	8" PVC Water	192	LF	\$65.00	\$12,480.00
3	6" Gate Valve	3	EA	\$2,100.00	\$6,300.00
4	8" Gate Valve	2	EA	\$2,800.00	\$5,600.00
5	12" Gate Valve	3	EA	\$3,500.00	\$10,500.00
6	12" Tapping Sleeve & Valve	1	EA	\$10,000.00	\$10,000.00
7	Connect to Existing Line	2	EA	\$4,000.00	\$8,000.00
8	DI Fittings	1.2	TON	\$15,000.00	\$18,000.00
9	Fire Hydrant	3	EA	\$5,200.00	\$15,600.00
10	Trench Safety	2,096	LF	\$1.00	\$2,096.00
Water Subtotal					\$231,376.00
Wastewater		Connection for Development			
Item	Description	Total	Unit	Unit cost	Total Cost
1	10" SDR-26 PVC	1,450	LF	\$80.00	\$116,000.00
2	4' Dia MH	3	EA	\$8,000.00	\$24,000.00
3	10" Plug	1	EA	\$1,000.00	\$1,000.00
4	Trench Safety	1,450	LF	\$1.00	\$1,450.00
Wastewater subtotal					\$142,450.00
<b>Subtotal</b>					<b>\$1,486,122.40</b>
<b>10% Contingency</b>					<b>\$148,612.24</b>
<b>MATLOCK ROAD TOTAL</b>					<b>\$1,634,734.64</b>

*Exclusions: Lighting, Landscape, Irrigation, Retaining Walls, Inspection Fees, Structural, Geotechnical.*

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**Engineer's Opinion of Probable Construction Cost**  
**Ralph Man Street - Southpoint Phase 9**  
**August 8, 2023**

From Horizon Drive to Matlock Road

950 LF 39' B-B Collector

Paving					
Item	Description	Total	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$35,000.00	\$35,000.00
2	Clearing and Grubbing	1	AC	\$2,500.00	\$2,500.00
3	ROW Prep	9.5	STA	\$1,200.00	\$11,400.00
4	Erosion Control	1	LS	\$10,000.00	\$10,000.00
5	Excavation	1,000	CY	\$9.00	\$9,000.00
6	Embankment	1,000	CY	\$3.00	\$3,000.00
7	6" Conc Driveway	263	SY	\$61.00	\$16,043.00
8	7" Conc Paving	4,442	SY	\$62.00	\$275,383.33
9	Lime Stab. Subgrade	4,666	SY	\$5.00	\$23,330.00
10	Lime for Subgrade (36 LB/SY)	84	TON	\$200.00	\$16,800.00
11	4" Conc Sidewalk (5' Wide)	503	SY	\$60.00	\$30,180.00
12	Barrier Free Ramps	4	EA	\$2,500.00	\$10,000.00
13	20' Curb Inlet	3	EA	\$18,000.00	\$54,000.00
14	24" RCP	255	LF	\$105.00	\$26,775.00
15	30" RCP	213	LF	\$130.00	\$27,690.00
16	Extend 8' X 3' RCB	65	LF	\$900.00	\$58,500.00
17	Bevel RCB	1	EA	\$3,600.00	\$3,600.00
18	Trench Safety	468	LF	\$1.00	\$468.00
19	Pavement Markings and Signing	1	LS	\$5,000.00	\$5,000.00
Paving Subtotal					\$618,669.33
Water					
Item	Description	Total	Unit	Unit Cost	Total Cost
1	8" DR 18 PVC Water	1,233	LF	\$65.00	\$80,145.00
2	6" Gate Valve	3	EA	\$2,100.00	\$6,300.00
3	8" Gate Valve	10	EA	\$2,800.00	\$28,000.00
4	Connect to Existing Line	2	EA	\$4,000.00	\$8,000.00
5	DI Fittings	1	TN	\$15,000.00	\$15,000.00
6	Fire Hydrant	3	EA	\$5,200.00	\$15,600.00
7	Trench Safety	1,233	LF	\$1.00	\$1,233.00
Water Subtotal					\$154,278.00
<b>Subtotal</b>					<b>\$772,947.33</b>
<b>10% Contingency</b>					<b>\$77,294.73</b>
<b>RALPH MAN STREET TOTAL</b>					<b>\$850,242.07</b>

*Exclusions: Lighting, Landscape, Irrigation, Retaining Walls, Inspection Fees, Structural, Geotechnical.*

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