



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
June 20, 2014

~~JUL 15 2014 KJHES~~

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: *MS* Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Diana M. Almodovar, P.E., Manager
Development Engineering Division *DMA*

PHONE NUMBER: (407) 836-7974

SUBJ: Escrow Agreement with D. R. Horton, Inc. for
Old YMCA Road Improvements

D. R. Horton, Inc. (DRHI) is the owner of property located south of Old YMCA Road and west of C.R. 545 known as the Waterleigh PD. The existing Old YMCA Road is a cold mix paved roadway that does not satisfy current standards for impacts from the proposed D.R. Horton's and Zanzibar Properties developments on this road.

The County has determined that each developer is required to contribute their fair share of the costs associated with the improvements to Old YMCA Road to bring the roadway up to County standards. The County has also determined that Old YMCA Road has some remaining useful life in its existing condition, therefore, D. R. Horton Inc. has requested and County has agreed, that in lieu of advancing the improvement of Old YMCA Road, DRHI will be allowed to post a cash escrow in an amount sufficient to pay DRHI's fair share of the design and construction improvements necessary to bring Old YMCA Road into conformity with current County standards for local roads.

The County Attorney's Office and the Risk Management Division have reviewed the agreement and find the terms acceptable.

Action Requested: Approval of Escrow Agreement (D. R. Horton, Inc.) for Old YMCA Road Improvements by and among D. R. Horton, Inc., Orange County, and Orange County Comptroller, in its capacity as Escrow Agent to accept escrowed funds. District 1.

MVM/DMA/sa

Attachments

1111 15 2014 KHB

This instrument prepared by:

Miranda F. Fitzgerald, Esq.
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
Account #802
215 N. Eola Drive
Orlando, FL 32801

Tax ID No: 31-23-27-0000-00-005

ESCROW AGREEMENT
(D.R. HORTON, INC.)

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of the date of latest execution ("Effective Date"), by and among **D. R. Horton, Inc.**, a Delaware corporation ("DRHI"), **Orange County**, a charter county and political subdivision of the State of Florida ("County"), and the **Orange County Comptroller**, in its capacity as Escrow Agent ("Escrow Agent"). DRHI, County and Escrow Agent are individually referred to herein as a "Party" and collectively referred to herein as the "Parties." DRHI and County are sometimes jointly referred to herein as the "Principals." The Parties' mailing addresses are noted in Section 15 hereinbelow.

WITNESSETH:

WHEREAS, DRHI is the owner in fee simple of certain real property located in Orange County, Florida (the "Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Old YMCA Road is a cold mix-paved, existing County Road that does not satisfy current County standards for road construction, but has some remaining useful life in its existing condition; and

WHEREAS, DRHI and Zanzibar Properties, LLC ("Zanzibar"), have both proposed certain residential development in Village H of Horizon West with access on Old YMCA Road; and

WHEREAS, DRHI and Zanzibar are being required to each contribute their fair share of the cost for improving Old YMCA Road to adopted County standards; and

WHEREAS, DRHI is proceeding with development of its property contiguous to Old YMCA Road sooner than Zanzibar is proceeding with development of its property contiguous to Old YMCA Road; and

WHEREAS, the current condition of Old YMCA Road is adequate to accommodate the additional traffic that will be generated by that portion of the DRHI Property proposed to access Old YMCA Road; and

WHEREAS, DRHI has requested, and County has agreed, that in lieu of advancing the improvement of Old YMCA Road, DRHI will be allowed to post surety in the form of a cash escrow in an amount sufficient to pay DRHI's fair share of the improvements necessary to bring Old YMCA Road into conformity with current County standards for local roads (the "Old YMCA Road Improvements"), as provided in this Escrow Agreement; and.

WHEREAS, any funds remaining in escrow following completion of the Old YMCA Road Improvements shall be released to the County for road maintenance purposes, as provided in this Escrow Agreement.

WHEREAS, County has consented to accept the Escrowed Funds (as defined below) to be held by Escrow Agent in accordance with the terms and provisions of this Escrow Agreement; and

WHEREAS, Escrow Agent has agreed to serve as Escrow Agent in accordance with this Escrow Agreement; and

WHEREAS, the Principals desire that Escrow Agent shall hold and release the Escrowed Funds subject to the terms and conditions set forth in this Escrow Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto represent, warrant, covenant, and agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Establishment of Escrow Relationship; Acceptance by Escrow Agent.** The Principals hereby retain Escrow Agent, at no cost to them, to serve solely in its capacity as escrow agent with respect to the Escrowed Funds and Escrow Agent hereby accepts such retention.

3. **Determination of DRHI Fair Share Contribution.** That portion of the DRHI Property that will access Old YMCA Road consists of 142 single family units and is projected to generate 143 p.m. peak hour trips. The entire Zanzibar development consisting of 280 single family units and 210 townhome units is projected to generate 428 p.m. peak hour trips. These trip generation figures were derived using the applicable trip rates set forth in that certain Village H Road Network Agreement recorded in Official Records Book 10525, Page 6172, of the Public Records of Orange County, Florida. DRHI's anticipated trips equate to twenty-five percent (25%) of the total p.m. peak hour trips projected to be generated from the DRHI and Zanzibar developments that will impact Old YMCA Road. Attached hereto as Exhibit "B" is a design and construction estimate for the Old YMCA Road Improvements issued by The Briar Team, LLC on May 2, 2014 (the "Briar Estimate"). The Old YMCA Road Improvements include removal of approximately 1,400 linear feet ("LF") of existing substandard roadway and the construction of 1,400 LF of a new rural section of roadway built to County standards for two 12-foot wide lanes, ribbon curb, and a 10-foot wide sidewalk on the south side of the roadway, extending from the

westerly limits of the S.R. 429 right-of-way to the westerly limits of the Waterleigh PD Phase 1B entrance road. The Briar Estimate totals Three Hundred Nineteen Thousand Three Hundred Eighty-two and 10/100 Dollars (\$319,382.10) and includes a ten percent (10%) design cost contingency and a fifteen percent (15%) construction cost contingency. The DRHI fair share of the Briar Estimate is Seventy-nine Thousand Eight Hundred Forty-five and 53/100 Dollars (\$79,845.53).

4. **Escrowed Funds.** No later than five (5) business days after the Effective Date, DRHI shall deliver funds in the amount of Seventy-nine Thousand Eight Hundred Forty-five and 53/100 Dollars (\$79,845.53) (the "Escrowed Funds") to Escrow Agent to ensure DRHI's fair share of the anticipated costs for the Old YMCA Road Improvements. Within five (5) business days following receipt, Escrow Agent shall place the Escrowed Funds into an escrow account (the "Escrow Account") to be held, administered, distributed, and released as provided for herein. Escrow Agent shall acknowledge receipt of the Escrowed Funds by providing notice, either in writing or by electronic mail, to each of the Principals within five (5) business days after receipt of the Escrowed Funds.

5. **County Claim(s) on Escrowed Funds.** County may use all or any portion of the Escrowed Funds, as it deems necessary, in the following circumstances and subject to the following conditions:

A. In the event County or Zanzibar initiates design and construction of the Old YMCA Road Improvements, County shall submit to Escrow Agent, from time to time, draw requests as they are received from the contractor constructing the Old YMCA Road Improvements (the "Contractor"). Not later than ten (10) days following receipt of a draw request, Escrow Agent shall release to the County funds sufficient to pay DRHI's 25% share of the particular draw request. County shall then remit the funds received to the Contractor. This process shall continue until the Old YMCA Road Improvements are completed or the Escrowed Funds have been depleted.

B. In the event it comes to County's attention that DRHI is insolvent, or is in receivership, County shall have the right, following notice to DRHI at the last known address of DRHI, to use the Escrowed Funds as set forth in Section 5.A or Section 5.C of this Escrow Agreement. County shall give notice to Escrow Agent that DRHI is insolvent or is in receivership and shall attach evidence of such insolvency or receivership to the notice.

C. Use of the Escrowed Funds during the term of this Escrow Agreement, as it may be extended, shall be limited to a withdrawal of all or a portion of the Escrowed Funds in order to pay DRHI's share of designing and constructing the Old YMCA Road Improvements. Thereafter, any remaining funds that are distributed to County pursuant to Section 6 below shall be used by the County for road construction or maintenance purposes in Village H of Horizon West.

6. **Escrow Term and Release of Escrowed Funds.** Notwithstanding anything to the contrary, the Escrowed Funds shall be held by Escrow Agent for a period commencing on the Effective Date and expiring no later than ten (10) years after such Effective Date. The escrow

established by this Escrow Agreement shall terminate and the balance of the Escrowed Funds shall be disbursed to County, within a reasonable period, but in any case no later than (i) thirty (30) days after said 10-year period. Notwithstanding the foregoing, at least ninety (90) days before expiration of the 10-year term, if County finds that the Old YMCA Road Improvements have not been constructed, and if the entire amount of the Escrowed Funds has not been disbursed, County shall provide written notice to the other Parties and this Escrow Agreement shall be renewed for an additional 10-year term.

7. **Termination.** This Escrow Agreement and all of the Parties' rights and obligations pursuant hereto shall automatically terminate upon the delivery of all of the Escrowed Funds to the County pursuant to Section 5 hereof.

8. **Indemnification of Escrow Agent.** It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the matters herein for which Escrow Agent is expressly obligated. DRHI and County hereby indemnify Escrow Agent and agree to hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, except in the case of gross negligence or willful misconduct of Escrow Agent. In connection therewith, the Principals indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Nothing contained herein is intended as, nor shall constitute, a waiver by County of its sovereign immunity protections pursuant to Section 768.28, Florida Statutes.

9. **No Constructive Knowledge.** Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then shall only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent shall not be charged with any constructive knowledge whatsoever.

10. **Capacity of Escrow Agent.** It is expressly understood and agreed by the Parties that the Escrow Agent shall not act under this Escrow Agreement in any capacity as Clerk to the Board of County Commissioners, but rather in Escrow Agent's capacity as an independent constitutional officer.

11. **Representation of County with Respect to the Escrow Established Hereby.** County has authority, and agrees to accept the Escrowed Funds in lieu of requiring DRHI to advance the construction of the Old YMCA Road Improvements. County hereby consents to and authorizes the funding of the Escrow Account as contemplated by this Escrow Agreement in full satisfaction of any obligation of DRHI to construct the Old YMCA Road Improvements or contribute additional funds for their construction.

12. **No Obligation to Overdraw.** Notwithstanding any provision of this Escrow Agreement seemingly to the contrary, Escrow Agent shall not be required to make payment of an amount in excess of the balance in the Escrow Account.

13. **No Obligation to Pay Interest.** Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent shall not be required to make any interest payment on any balance in the Escrow Account.

14. **Obligations of the Parties.** The execution of this Escrow Agreement relieves DRHI of all further obligations with respect to the design and construction of the Old YMCA Road Improvements, and DRHI shall be allowed to continue development of the Property whether or not the Old YMCA Road Improvements are designed or constructed. The execution of this Escrow Agreement does not obligate County or Escrow Agent to undertake or complete the Old YMCA Road Improvements and does not imply that either County or Escrow Agent assume any liability with regard to the Old YMCA Road Improvements or lack thereof.

15. **Notices.** All notices, consents, approvals, waivers, and elections which any Party shall be required or shall desire to make or give under this Escrow Agreement shall be in writing and shall be sufficiently made or given (i) when mailed by certified mail, postage prepaid, return receipt requested, (ii) by hand delivery to the named individuals representing the Party to be notified, or (iii) by private parcel delivery services, or facsimile transmission for which receipt is provided to the notifying Party. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below or such other address that a Party may designate in the manner prescribed herein:

As to DRHI

D. R. Horton, Inc.
6200 Lee Vista Boulevard
Suite 400
Orlando, FL 32822
Tel.: (407) 850-3008
Fac.: (866) 851-6177

With a copy to

Miranda F. Fitzgerald, Esq.
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
P. O. Box 2809
Orlando, FL 32802
Tel.: (407) 843-4600
Fac.: (407) 843-4444

As to County:

County Administrator
201 S. Rosalind Avenue
P.O. Box 1393
Orlando, FL 32802-1393
Tel: (407) 836-7366
Fac: (407) 836-7399

With a copy to:

Orange County Public Works
Manager, Development Engineering Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205
Tel.: (407) 836-7974
Fac.: (407) 836-8003

As to Escrow Agent:

Orange County Comptroller
201 S. Rosalind Avenue
P.O. Box 38
Orlando, FL 32802-0038
Attn: Director of Finance and Accounting
Tel.: (407) 836-5715
Fac.: (407) 836-5753

Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery, or transmission thereof as aforesaid.

16. **Governing Law.** This Escrow Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida, without regard to choice of law rules. Venue for any action arising out of or in connection with this Escrow Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. Notwithstanding anything herein to the contrary, the Parties shall comply with all applicable federal and state laws and regulations and with all applicable County ordinances and regulations, including applicable development plans and permits.

17. **Entire Agreement, Modification.** This Escrow Agreement contains the entire understanding and agreement between the Parties relating to the subject matter hereof, and all prior or extrinsic agreements, understandings, representations and statements, oral or written, concerning the subject matter hereof are merged herein and/or superseded hereby. There are no other agreements, written or oral, between the Parties with respect to the subject matter hereof except those contained in this Escrow Agreement. Neither Escrow Agent nor the Principals shall be bound by any modification, cancellation, or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and Principals.

18. **Waiver.** The failure of any Party to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Escrow Agreement shall not be construed as a waiver or a relinquishment of such Party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

19. **Telecopy Execution.** A facsimile, telecopy, or other reproduction of this Escrow Agreement may be executed by the Parties (in counterparts or otherwise) and, when so executed, shall be considered valid, binding, and effective for all purposes. At the request of any Party, the

Parties hereto agree to execute an original of this Escrow Agreement, as well as any facsimile, telecopy, or other reproduction.

20. **Counterparts.** This Escrow Agreement may be executed in up to three identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Escrow Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each Party hereto executed at least one such counterpart.

21. **Time.** Time is of the essence in connection with this Escrow Agreement and each provision hereof.

22. **Construction.** All Parties to this Escrow Agreement having participated fully and equally in the negotiation and preparation hereof, the fact that one of the Parties to this Escrow Agreement, or its attorney, may be deemed to have drafted or structured any provision of this Escrow Agreement shall not be considered in construing or interpreting any particular provision of this Escrow Agreement, either in favor of or against such Party.

23. **Settlement of Dispute.** In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. The Principals agree that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to DRHI and County or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement or caused this Escrow Agreement to be executed and delivered by their duly authorized officers on the date(s) noted below.

ATTEST:

Martha O. Haynie, County Comptroller,
as Clerk of the Board of County
Commissioners

By: *Katie Smith*
Deputy Clerk

Print Name: **Katie Smith**

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Execution Date: *July 15*, 20 *14*



[Signatures Continue on Following Pages]

Signed, sealed, and delivered
in the presence of:

[Signature]
Printed Name: ADAM SCHOTT
[Signature]
Printed Name: William M Carlisle

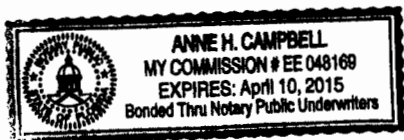
D. R. HORTON, INC., a Delaware
corporation

By: [Signature]
Printed Name: WALLACE G. INGHAM
Title: Asst. Sec.
Execution Date: 6/12, 2014

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN and subscribed to freely and voluntarily for the purposes therein expressed
before me by Wallace G. INGHAM, of D. R. Horton, Inc. who is known by
me to be the person described herein and who executed the foregoing this 12th day of
JUNE, 2014. S/he is personally known to me or has produced
as identification and did/did not take an oath.

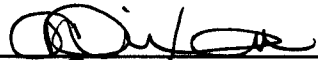
WITNESS my hand and official seal in the County and State last aforesaid this 12th day
of JUNE, 2014.

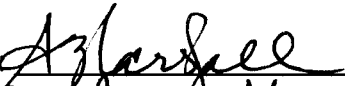


[Signature]
Notary Public
Print Name: ANNE H. CAMPBELL
My Commission Expires: 04/10/15

[Signatures Continue on Following Page]


Signed, sealed, and delivered
in the presence of:

Attest: 
Print Name: CATHERINE DIXON
Title: EXECUTIVE ASSISTANT

Attest: 
Print Name: ANDREA MARSHALL
Title: EXECUTIVE ASSISTANT

ESCROW AGENT:

ORANGE COUNTY COMPTROLLER

By: 
Martha O. Haynie
County Comptroller

Execution Date: 7/15, 2014

EXHIBIT "A"

LEGAL DESCRIPTION:

SOUTHWEST QUARTER OF NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LESS THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER.

ALL OF THAT LAND IN THE EAST HALF OF SOUTHWEST QUARTER AND LYING WEST OF THE WEST RIGHT-OF-WAY OF THE PAVED ROAD, OF SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING A NARROW STRIP OF LAND AND WATER APPROXIMATELY ONE AND ONE HALF ACRES, MORE OR LESS, LESS SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER LYING WEST OF RIGHT-OF-WAY.

NORTHWEST QUARTER OF NORTHWEST QUARTER, SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LESS ROAD RIGHT-OF-WAY DEEDS, AND SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 27 EAST, LESS ROAD RIGHT-OF-WAY DEEDS.

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 27 EAST.

EAST HALF OF NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST LESS ROAD RIGHT-OF-WAY.

THE WEST EIGHT RODS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST; LESS THE SOUTH 66 FEET.

THAT PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, LYING SOUTHERLY AND EASTERLY OF OLD YMCA ROAD DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN WEST 1,780 FEET, MORE OR LESS, ON FORTY LINE TO AN ANGLE IN THE COUNTY ROAD RIGHT-OF-WAY, THENCE SOUTH 50°30' WEST ALONG SAID RIGHT-OF-WAY TO AN ANGLE IN SAID RIGHT-OF-WAY ON THE SOUTH LINE OF THE SECTION, 773 FEET, MORE OR LESS, WEST OF SOUTHWEST CORNER OF SOUTHWEST QUARTER OF SAID SECTION, THENCE EAST ALONG THE SOUTH LINE OF SECTION TO SOUTHWEST CORNER OF SAID SECTION, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION TO POINT OF BEGINNING, BEING THE WHOLE OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION AND PART OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; SUBJECT TO HOWEVER, TO A 30 FOOT RIGHT-OF-WAY FOR ROAD PURPOSES ON THE NORTH AND NORTHWEST BOUNDARIES; AND

ALSO THE EAST 412 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST.

NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST

NORTH HALF OF NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST.

LESS THAT CERTAIN PROPERTY TAKEN IN THAT CERTAIN STIPULATION AMENDED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 8039, PAGE 2862 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

Briar Estimate

OLD YMCA IMPROVEMNTS - 1,400 LF+- (from western SR 429 boundary to Phase 1B entrance)

| No. | Description | Unit | Quantity | Unit Price | Total |
|---|--|------|----------|------------|---------------------|
| GENERAL CONDITIONS | | | | | |
| 1 | Mobilization | LS | 1 | \$1,500.00 | \$1,500.00 |
| 2 | Layout | LS | 1 | \$1,000.00 | \$1,000.00 |
| 3 | Silt Fence | LF | 2,800 | \$1.15 | \$3,220.00 |
| 4 | Sod | SY | 6,222 | \$1.85 | \$11,510.70 |
| 5 | M.O.T. | LS | 1 | \$3,000.00 | \$3,000.00 |
| 6 | Certified As-Builts | LS | 1 | \$2,400.00 | \$2,400.00 |
| SUBTOTAL | | | | | \$22,630.70 |
| PAVING | | | | | |
| 1 | Roadway Pavement | | | | |
| | A. Demo Existing Roadway | SY | 3,733 | \$12.00 | \$44,796.00 |
| | B. 1.5" Type SP-9.5 Asphalt (24' Wide) | SY | 3,733 | \$11.00 | \$41,063.00 |
| | B. 8" Soil Cement | SY | 3,733 | \$15.95 | \$59,541.35 |
| | C. 12" Compacted Subgrade | SY | 4,667 | \$3.70 | \$17,267.90 |
| 2 | Curb | | | | |
| 3 | A. Ribbon Curb | LF | 2,800 | \$8.75 | \$24,500.00 |
| 4 | 4" Sidewalk (10' wide) | LF | 1,400 | \$26.25 | \$36,750.00 |
| 5 | Striping and Signage (4% of Paving Cost) | LS | 1 | \$8,956.73 | \$8,956.73 |
| SUBTOTAL | | | | | \$232,874.98 |
| TOTAL - OLD YMCA IMPROVEMNTS | | | | | \$255,505.68 |
| Design(10%) and Contingency (15%) | | | | | \$63,876.42 |
| GRAND TOTAL - OLD YMCA IMPROVEMNTS | | | | | \$319,382.10 |

Notes:

- Unit costs based on recent contractor costs for similar projects within Waterleigh PE
- Assumes no sidewalk on north side of Old YMCA.