

STATE OF GEORGIA)
EFFINGHAM COUNTY)

DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, ~~2023~~2024 (the “**Effective Date**”), by and between Greenland Developers, Inc., a Georgia corporation (“**Greenland**”), Yellow Pine Properties, LLC, a Georgia limited liability company (“**Yellow Pine**”) and P 51 Properties, LLC, a Georgia limited liability company (“**P 51**”) (collectively, the “**Owners**”) and all successors in title or assigns, and the Effingham County Board of Commissioners, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia (the “**County**”). Greenland and the County are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”).

RECITALS:

WHEREAS, P 51 and Yellow Pine are the owners of that certain tract of land being approximately 405.00 acres located at 2675 South Old Augusta Road, Rincon, GA 31326 with County of Effingham Parcel No. 04860002 (“**Parcel 1**”) and Greenland is the owner of that certain tract of land being approximately 79.99 acres located at 1700 General Way, Rincon, GA 31326 (“**Parcel 2**”);

WHEREAS Parcel 1 and Parcel 2, as shown and ~~more fully described~~depicted in Exhibit A attached hereto and made part hereof, collectively comprise the developable portion of the “**Phase 2 Project**” of the Northgate Industrial Development located in Effingham County, Georgia and referred to herein as the “**Northgate Project**”;

WHEREAS Greenland is the developer (the “**Developer**”) of the Phase 2 Project and the Northgate Project;

WHEREAS the Developer intends to develop the Phase 2 Project by constructing warehouse facilities and related improvements on the Phase 2 Project;

WHEREAS, the Developer desires certain commitments from the County, ~~—~~ regarding (i)

transportation access to the Phase 2 Project from Old Augusta Road, and (ii) the supply of potable water and sanitary sewer service and disposal for the Phase 2 Project;

WHEREAS the County finds that providing transportation service to the Phase 2 Project is consistent with and in furtherance of the goals and purposes of the Effingham County Transportation Master Plan and is in the public interest;

WHEREAS the County has committed to providing water and sewer service to the Phase 2 Project, and such provision is consistent with and in furtherance of the goals and purposes of the Effingham County Water and Sewer program and is in the public interest; and

WHEREAS the County and the Developer desire to enter into this agreement setting out the terms between the Parties regarding the design, development, and provision of water and sewer service to the Phase 2 Project, and design, development construction of the Intersection (as hereinafter defined).

NOW, THEREFORE, for an in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

WITNESSETH:

Section 1. Traffic Improvements.

- A. As part of the development of phase I of the Northgate Project and prior to the Effective Date:
- (i) Developer conducted a traffic study to determine the improvements required to provide sufficient transportation access to the Northgate Project (the “**Traffic Study**”);
 - (ii) Developer retained, and the County approved, Kern & Company, LLC, (the “**Civil Design Engineer**”) a competent professional engineering firm registered in the State of Georgia, to design infrastructure improvements connecting the Northgate Project to Old August Road in accordance with the Traffic Study (the “**Initial Traffic Improvements**”) as depicted at **Exhibit B** attached hereto and forming part hereof;

- (iii) the Developer's general contractor determined the estimated cost of constructing the Initial Traffic Improvements, (the "**Initial Traffic Improvements Cost Estimate**");
- (iv) the Developer determined, in its sole discretion, ~~and~~ to facilitate traffic flow by constructing a roundabout (the "**Roundabout**") at the intersection of General Way and Old Augusta Road (the "**Intersection**"). The Roundabout was one of the Intersection access infrastructure options presented in the Traffic Study and is in accordance with the County's Effingham County Transportation Master Plan and the Developer's preferred choice for vehicular access to the Northgate Project. The Roundabout and the improvements as are necessary to connect the onsite road systems of the Northgate Project to the Roundabout and expand existing access from the Northgate Project to the Intersection (collectively, the "**Traffic Improvements**") are depicted at Exhibit C attached hereto and forming part hereof; and
- (v) based on the results of the Developer's analysis, discussions with the County, and continuing site plan, feasibility and implementation work to incorporate design updates to the Initial Traffic Improvements, the County approved the revised Traffic Improvements.

B. The Developer's general contractor prepared an economic analysis of the difference between the Initial Traffic Improvements Cost Estimate and the construction cost of the approved Traffic Improvements, attached hereto as Exhibit D and forming part hereof. The difference between the cost of the Initial Traffic Improvements and the Traffic Improvements is \$233,739.23 (the "**Developer's Share**"). The Parties shall contribute to the cost of the Roundabout in a proportionate share basis as follows:

$$\frac{\text{(Mod) Developer's Share}}{\text{Total Cost of Roundabout}} = \text{"Proportionate Share of Cost"}$$

where the "**Total Cost of Roundabout**" is the final cost of the design and construction of the Roundabout after substantial completion. After the Effective Date, the County shall reimburse

the Developer from time to time as construction progresses pursuant to a written request from the Developer but no more frequently than once in each calendar month (“**Reimbursement Request**”). Within fifteen (15) days of County receiving a Reimbursement Request, County shall inspect and approve the Roundabout construction, or provide Developer with a detailed punch list of any outstanding construction items. Within fifteen (15) days of County’s final approval of the Roundabout Construction, County shall reimburse the Developer in the amount of the amount specified in the Reimbursement Request multiplied by the Proportionate Share of Cost, with the aggregate amount of reimbursement from the County referred to herein as the “**County’s Contribution**”.

- C. The Developer has retained, and the County has approved, Kimley-Horn, a competent professional engineering firm registered in the State of Georgia (the “**Transportation Design Engineer**”), to design and observe the construction of the Roundabout and the Traffic Improvements. The Traffic Improvements shall be constructed pursuant to plans prepared by the Transportation Design Engineer and approved by the County.
- D. Notwithstanding the foregoing, Developer and County agree that the Transportation Design Engineer(s) will design the Roundabout materially in accordance with the current set of plans depicting the Traffic Improvements as attached hereto at **Exhibit D**, and the Developer will construct the Traffic Improvements, with Transportation Design Engineer(s) oversight during construction, at the Developer’s sole expense, in accordance with the terms of this Agreement and subject to the reimbursement of the County’s Contribution.
- E. The Developer shall select a contractor to complete the Traffic Improvements. Developer shall deliver written notice to the County of Developer’s preferred development bid that is in accordance with Developer’s development schedule and requirements for the Traffic Improvements (the “**Construction Bid**”). The County shall have the right, acting reasonably, to approve the contractor that provided the Construction Bid (the “**Contractor**”) by providing written notice to Developer within five (5) days after County’s receipt of the Construction Bid.

County's failure to provide a response within such five (5) day period shall be deemed approval of the Contractor.

- F. Effingham County will be the applicant for all needed applications for any additional wetland impacts related to the Roundabout.
- G. If applicable, Effingham County shall be solely responsible for any right-of-way acquisitions needed to complete the Roundabout.

Section 2. Off-Site Water Sewer Improvement.

- A. The Developer has retained, and the County has approved Kern & Company, LLC, a competent professional engineering firm registered in the State of Georgia (the "**Civil Design Engineer**"), to design and observe the relocation of such improvements as are necessary to provide water and sewer to the Phase 2 Project's on-site water and sewer system, in material accordance with the County approved "**Approved Construction Plans**" attached hereto as **Exhibit E** and collectively referred to herein as the "**Off-Site Water and Sewer Improvements.**" The County shall ensure the availability of water and sewer services to the Phase 2 Project at the connection point as shown on the Approved Construction Plans.
- B. Without limiting any obligations of the County by statute or by or any other provisions of this Agreement, the County shall ensure the availability and sufficient capacity of a water and sanitary sewer distribution system to service the Phase 2 Project's intended use, to include without limitation a capacity no less than the capacity set forth in Section 3.

Section 3. ERU's; Capacity Reservation; Reservation Fee.

- A. For the purposes of this Agreement, "**Equivalent Residential Unit**" or "**ERU**" shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family residential unit is assumed to have an average demand of three hundred (300) gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the ~~definition contained in the potable water supply agreement between the City of Rincon and Effingham County, Georgia, which incorporates the City of Savannah Revenue~~

~~Ordinance~~ water use load factors established by ordinance of the County; provided, however, that the determination of ERUs for the individual users of the Phase 2 Project shall be made on the same basis as all other users within the County.

- B. For and in consideration of the obligations and agreements of Developer set forth herein, the County hereby allocates and reserves for the exclusive use and benefit of the Phase 2 Project during the term of this Agreement (the “**Reservation Period**”), 95 ERU’s of water capacity and 95 ERU’s of sewer capacity which allocation shall be distributed throughout the Phase 2 Project as Developer determines in its sole discretion (the “**Allocated ERU’s**”). The County shall not ~~be~~ transfer or relocate the Allocated ERUs to any other projects during the Reservation Period. The Allocated ERUs shall only be used within the Phase 2 Project and shall not be sold or exchanged in trade. Subject to the terms hereof, the County shall own the reserved water and sewer capacity and the Developer shall have no ownership in the water or sewer capacity which is reserved.

Section 4. Inspection, Construction and Dedication of Off-Site Improvements.

- A. Upon the completion of the Traffic Improvements, Developer shall provide to the County a statement from the Transportation Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to roadway construction, traffic signage, structures, appurtenances, and other incidentals associated with road infrastructure and improvements that serve the Northgate Project, and all related material and work (collectively, the “**Road Infrastructure**”), have been constructed in accordance with the County approved plans. Developer shall provide two (2) copies, and an electronic file, of “record” drawings of the Traffic Improvements signed by the Transportation Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for backfill and roadway compaction, asphalt/concrete testing, and other tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the Traffic Improvements

and connect same to the Northgate Project shall be borne by the Developer, subject to reimbursement of the County's Contribution as stated in Section 2 above. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Traffic Improvements, except to the extent caused by the negligence or willful misconduct of the County, until such time as the County accepts the dedication of the Road Infrastructure.

- B. Upon the completion of the Off-Site Water and Sewer Improvements, Developer shall provide to the County a statement from the Civil Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to utility relocation, piping, pump systems, structures, appurtenances, and other incidentals associated with potable water and sanitary sewer infrastructure and improvements that serve the [Phase 2](#) Project, and all related material and work (collectively, the "**Water and Sewer Infrastructure**"), have been constructed or relocated in accordance with the Approved Construction Plans. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the Water and Sewer Infrastructure signed by the Civil Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for utility and stormwater pipe deflection, water and sewer pressure, leaks, water borne bacteria, water and sewer flow tests, and other tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the Off-Site Water and Sewer Improvements and connect same to the [Phase 2](#) Project shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Off-Site Water and Sewer Improvements, except to the extent caused by the negligence or willful misconduct of the County, until such time as the County accepts the dedication of the Water and Sewer Infrastructure.

- C. The Road Infrastructure and the Water and Sewer Infrastructure are referred to together as the “**County Off-Site Improvements**”) Upon satisfaction of the requirements set forth in Section 4(A) and 4(B) of this Agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance, repair, replacement, and operation of the County Off-Site Improvements. This dedication shall include all rights, title, and interest that the Developer has in the County Off-Site Improvements, including all easements and/or right-of-way required by the County for the purpose of maintenance thereof, and as further set out in Section 4(D).
- D. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain the County Off-Site Improvements dedicated to the County (the “**Easement Plat**”). If the Developer fails to provide the recordable plat, the County shall not accept the County Off-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within the Phase 2 Project.

Section 5. On-Site Improvements.

- A. Developer has retained the Civil Design Engineer to extend the County water distribution and sewer collection systems from the current water distribution and sewer collection terminus in the Northgate Project to the on-site connection point for the Phase 2 Project in order to distribute water and sewer to and within the Phase 2 Project (together, the “**On-Site Improvements**”).
- B. Developer shall provide for inspection of the On-Site Improvements by the Civil Design Engineer during construction and shall ensure the On-Site Improvements are constructed in material conformance with the Approved Construction Plans. Developer shall provide to the County a statement from the Civil Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the On-Site Improvements and all related materials and workmanship meet the County’s specifications and standards. Developer shall provide two (2) copies, and an electronic file, of “record” drawings of the On-Site Improvements signed by the Civil Design Engineer and/or an independent

inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the On-Site Improvements and connect the Phase 2 Project to the County reuse water system shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the On-Site Improvements, except to the extent caused by the negligence or willful misconduct of the County, until the County accepts dedication of the On-Site Improvements.

- C. Upon satisfaction of the requirements set forth in Section 5(B) of this Agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of the water, sanitary sewer lines, pipes, appurtenances and associated facilities comprising the On-Site Improvements as shown on the Approved Construction Plans. This dedication shall include all rights, title, and interest that the Developer has in the On-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof, as shown on the Easement Plat.

Section 6. Connection Fees; Recurring Water and Sewer Service Fees.

- A. The County will charge, and the Developer will pay (or cause to be paid), Water Tap-in Fees, Sewer Tap-in Fees, Water Connection Fees, Sewer Connection Fees, Water Meter Installation Fees, Water Meter Application Fees, and any other applicable connection charges as are in effect at the time of each such connection, for each connection to the water and sewer system within and serving the [Phase 2](#) Project (collectively, the “**Connection Fees**”). The Connection Fees shall be levied on a nondiscriminatory, per ERU basis, as applicable and shall be paid at the time of building permit issuance for the Phase 2 Project.

Section 7. Term; Renewal.

The initial term of this agreement shall be five (5) years, commencing on _____, ~~2023~~ _____, 2024 and ending on ~~December 31, 2028~~ _____, 2029.

Section 8. Compliance with Laws.

Developer shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County’s transportation systems. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax districts to enable the County to recover all costs incurred in providing transportation service to the Phase 2 Project.

Section 9. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 10. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 11. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 12. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 13. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be

in full force and effect.

Section 14. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 15. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County: Effingham County Board of Commissioners
804 S. Laurel Street
Springfield GA 31329

If to Developer: Greenland Developers, Inc.
Attn: Brett Bennett
1750 Hwy. 21 N.
Springfield, GA 31329

With a copy to: Nelson Mullins Riley & Scarborough
Attn: Emily McClendon
201 17th Street
Suite 1700
Atlanta, GA 30363

Section 16. Excusable Delay.

Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “**force majeure**”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the

Developer be held liable to the County for consequential damages or economic losses arising from delayed performance

Section 17. Assignment.

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 18. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

DRAFT

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the County has cause these presents to be executed by its proper officer under seal, affixed, this _____ day of _____, ~~2023~~2024.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____
WESLEY CORBITT, CHAIRPERSON

Attest: _____
STEPHANIE JOHNSON, CLERK

Sworn to and subscribed before me this _____ day of _____, ~~2023~~2024.

WITNESS

NOTARY PUBLIC

[The balance of this page is intentionally blank.]

[Signatures continue on the following page.]

[SIGNATURE PAGE TO NORTH GATE DEVELOPMENT AGREEMENT]

GREENLAND DEVELOPERS, INC.,
a Georgia corporation

By: WILSON H. BURNS, PRESIDENT CEO

Sworn to and subscribed before me this
day of _____, 2024.

WITNESS

NOTARY PUBLIC

DRAFT

[SIGNATURE PAGE TO NORTH GATE DEVELOPMENT AGREEMENT]

YELLOW PINE PROPERTIES, LLC,
a Georgia limited liability company

Attest

By:

JON WILSON H. BURNS, SECRETARY PRESIDENT

Sworn to and subscribed before me this
day of _____, 2024.

WITNESS

NOTARY PUBLIC

DRAFT

[SIGNATURE PAGE TO NORTH GATE DEVELOPMENT AGREEMENT]

P 51 PROPERTIES LLC,
a Georgia limited liability company

By:

WILSON H. BURNS, PRESIDENT

Sworn to and subscribed before me this
____ day of _____, ~~2023~~2024.

WITNESS

NOTARY PUBLIC

DRAFT

EXHIBIT A
Phase 2 Project

Parcel 1

(Added graphics)



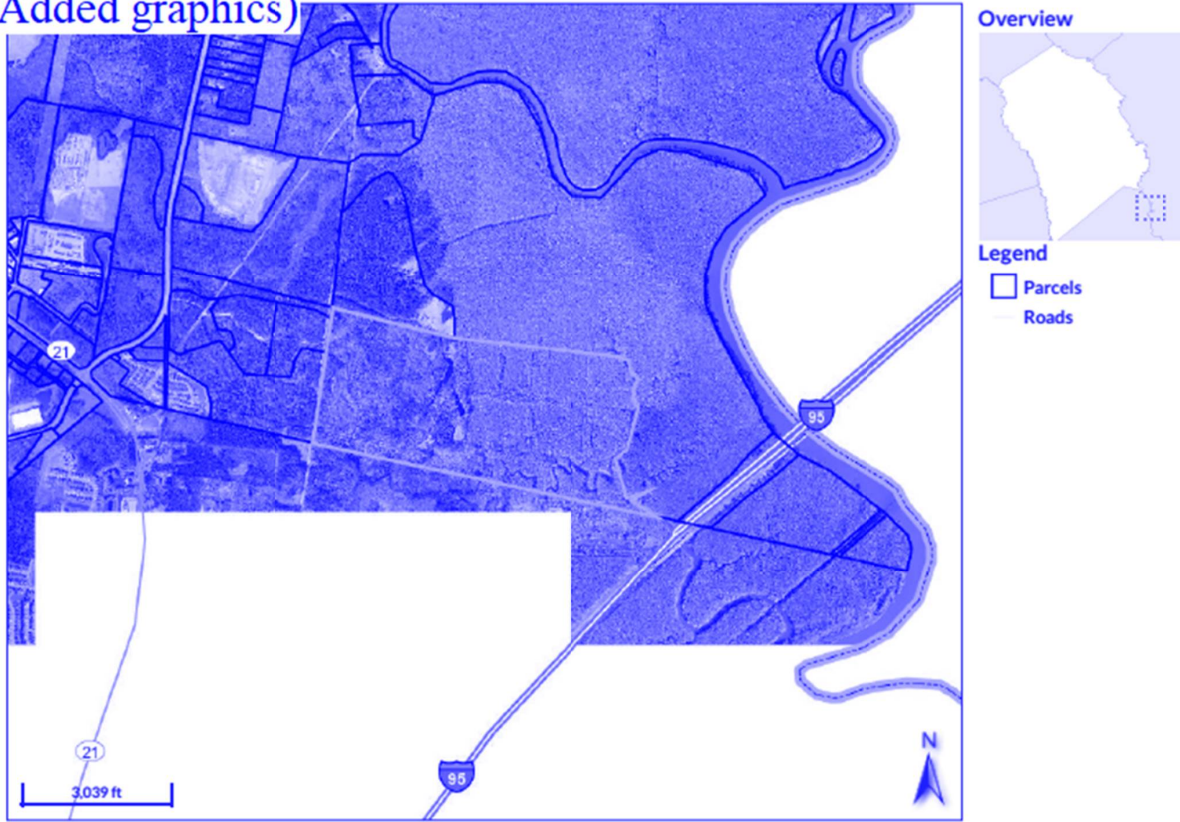
Legend
□ Parcels
— Roads

Parcel ID	04780002	Owner	GREENLAND DEVELOPERS INC PO BOX 1628 SPRINGFIELD, GA 31329
		Physical Address	1700 GENERAL WAY



Parcel 2

(Added graphics)

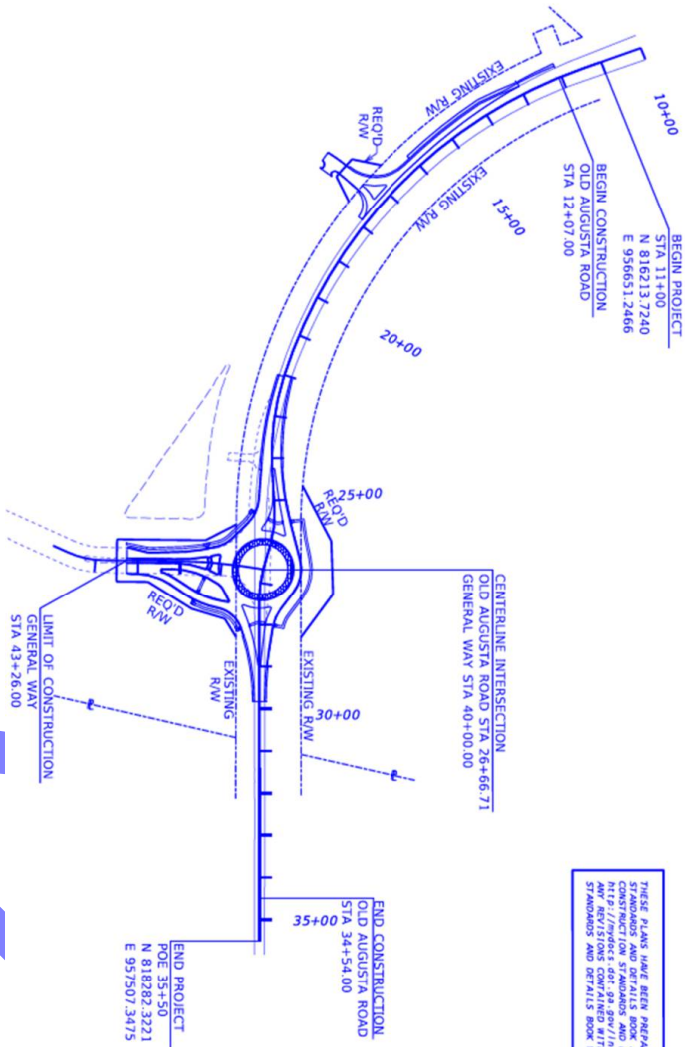


Parcel ID	04860002	Owner	P 51 PROPERTIES LLC AND YELLOW PINE PROPERTIES LLC P O BOX 1628 SPRINGFIELD, GA 31329
		Physical Address	2675 S OLD AUGUSTA RD



EXHIBIT C
Traffic Improvements

(Added)



THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK AND ATTACHED APPLICABLE REVISIONS. THE 2023 STANDARDS AND DETAILS BOOK IS AVAILABLE AT: <https://www.kimley-horn.com/standards-and-details>. ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERSEDE THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

PLANS PREPARED BY:
Kimley»Horn

Engineering, Planning and Environmental Consultants
25 Bull Street, Suite 400
Savannah, Georgia 31401

UNDER THE SUPERVISION OF:
RHODES HUNT, P.E.



END PROJECT
FOE 35+50
N 818282.3221
E 957507.3475

END CONSTRUCTION
OLD AUGUSTA ROAD
STA 34+54.00

EXHIBIT D

Traffic Improvements Cost Estimate

(Added graphics)



3050 Northwinds Pkwy. Suite 200
Alpharetta, GA 30009

Change Order

Distribution: Owner
 Architect
 Office
 Field

22-2747

Project: 22-2747 North Gate - Buildings 1, 2 & 3
Old Augusta Rd
Rincon, GA 31326

Change Order : OCO#26

Description: COR#20 General Way Alternate Entry

To (Contractor): Evans General Contractors, LLC
3050 Northwinds Pkwy. Suite 200
Alpharetta, GA 30009

Change Order Date : 04/13/23

Greenland Developers, INC. authorizes Evans General Contractors to make the following changes to this Contract as per below

Item	Description	Amount
COR# 20	COR#20 General Way Alternate Entry	-222,677.23
1	Asphalt Deduct	-97,599.45
2	Curb and Gutter Deduct	-60,083.05
3	Striping Deduct	-58,160.60
4	Bond Deduct	-5,396.08
5	Insurance	-1,438.05
Fee		-11,062.00
	Fee	-11,062.00
Total For Change Order: OCO#26		-233,739.23

Not valid until signed by both the Owner/Owner Rep and Contractor. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	59,669,789.82
The net change by previously authorized Change Orders was	3,680,969.44
The Contract Sum prior to this Change Order was	63,350,759.26
The Contract Sum will be decreased by this Change Order	-233,739.23
The new Contract Sum will be	63,117,020.03

The Contract Time will be unchanged.

Authorized By Owner:
Greenland Developers, INC.
1750 HWY 21 N
Springfield, GA 31329

By: [Signature]
Date: 4/18/23

Accepted By Contractor:
Evans General Contractors, LLC
3050 Northwinds Pkwy. Suite 200
Alpharetta, GA 30009

By: Matt Edwards
Date: 4/19/23

Architect/Engineer:
Nelson Architecture and Interiors, Inc.,
PO Box 779234
Chicago, IL 60677-9234

By: _____
Date: _____

(Added graphics)



340 Lake Tennessee Dr. Kennesaw,
GA 30146
P. (770) 425-1999
jason@triplettga.com

Customer: Evans OC

Project: Northgate

Item	Description	Original				Updates				Delta
		QTY	UNIT	RATE	EXT. RATE	QTY	UNIT	RATE	EXT. RATE	
1	5" gdot 25mm base	1885	sq	\$38.80	\$ 73,131.00	1877	sq	\$38.80	\$ 71,275.60	\$ (1,862.40)
2	2" gdot 19mm binder	1885	sq	\$19.20	\$ 36,192.00	1877	sq	\$19.20	\$ 35,270.40	\$ (921.60)
3	1.25" gdot 12.5mm surface	1885	sq	\$12.90	\$ 24,316.50	1877	sq	\$12.90	\$ 23,697.30	\$ (619.20)
4	10" GDOT GAB	1885	sq	\$32.00	\$ 60,320.00	1877	sq	\$32.00	\$ 58,784.00	\$ (1,536.00)
5	1.5" gdot mill / mlav	3965	sq	\$26.85	\$ 106,460.25	0	sq	\$26.85	\$ -	\$ (106,460.25)
6	4" hd gdot 19mm binder	14100	sq	\$31.00	\$ 437,100.00	14100	sq	\$31.00	\$ 446,400.00	\$ 9,300.00
7	2" gdot 9.5mm surface	14100	sq	\$15.00	\$ 211,500.00	14100	sq	\$15.00	\$ 216,000.00	\$ 4,500.00
		Subtotal				Subtotal				\$ (102,000.00)

Item	Description	QTY	UNIT	RATE	EXT. RATE	QTY	UNIT	RATE	EXT. RATE	Delta
1	18" 3000 PSI curb and gutter	6400	lf	\$16.00	\$ 102,400.00	6400	lf	\$16.00	\$ 96,240.00	\$ (6,160.00)
2	gdot 30" curb and gutter	1200	lf	\$38.00	\$ 45,600.00	0	lf	\$38.00	\$ -	\$ (45,600.00)
3	6" raised concrete island	806	sf	\$15.30	\$ 12,331.80	0	sf	\$15.30	\$ -	\$ (12,331.80)
4	4" 3000psi sidewalk	13940	sf	\$5.75	\$ 80,155.00	13940	sf	\$5.75	\$ 76,965.75	\$ (3,191.25)
5	ada construction ramp	13	ea	\$3,600.00	\$ 46,800.00	13	ea	\$3,600.00	\$ 54,000.00	\$ 7,200.00
		Subtotal				Subtotal				\$ (60,000.00)

Item	Description	QTY	UNIT	RATE	EXT. RATE	QTY	UNIT	RATE	EXT. RATE	Delta
1	5" white	7725	lf	\$2.00	\$ 15,450.00	7725	lf	\$2.00	\$ 15,450.00	\$ -
2	5" yellow	9554	lf	\$2.00	\$ 19,108.00	9554	lf	\$2.00	\$ 19,108.00	\$ -
3	5" double yellow	262	lf	\$3.41	\$ 893.42	262	lf	\$3.41	\$ 893.42	\$ -
4	24" yellow	468	lf	\$13.00	\$ 6,084.00	468	lf	\$13.00	\$ 6,084.00	\$ -
5	5" thermo white	3264	lf	\$3.00	\$ 9,792.00	2560	lf	\$3.00	\$ 7,707.00	\$ (2,085.00)
6	5" thermo double yellow	1451	lf	\$6.00	\$ 8,706.00	0	lf	\$6.00	\$ -	\$ (8,706.00)
7	8" thermo white	340	lf	\$8.01	\$ 2,723.40	340	lf	\$8.01	\$ 2,723.40	\$ -
8	12" thermo white	414	lf	\$14.00	\$ 5,796.00	0	lf	\$14.00	\$ -	\$ (5,796.00)
9	24" thermo yellow	1619	lf	\$27.00	\$ 43,713.00	0	lf	\$27.00	\$ -	\$ (43,713.00)
10	24" thermo white	28	lf	\$27.00	\$ 756.00	28	lf	\$27.00	\$ 756.00	\$ -
11	type 2 thermo directional arrows	12	ea	\$500.00	\$ 6,000.00	8	ea	\$500.00	\$ 4,000.00	\$ (2,000.00)
12	r1x1 36" stop sign	2	ea	\$330.00	\$ 660.00	1	ea	\$330.00	\$ 330.00	\$ (330.00)
	r1- yield pvtnt marking	0	ea	\$0.00	\$ -	0	ea	\$0.00	\$ 2,750.00	\$ (2,750.00)
	r1-2 36" yield sign	0	ea	\$0.00	\$ -	0	ea	\$0.00	\$ 550.00	\$ (550.00)
	r2-1 speed limit sign	0	ea	\$0.00	\$ -	0	ea	\$0.00	\$ 1,650.00	\$ (1,650.00)
		Subtotal				Subtotal				\$ (102,000.00)

Contract	\$4,963,115.75	original subtotal	\$ 4,963,115.75
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Fixed Fee	2.50%	\$123,077.89	\$ 123,077.89
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Grand Total	\$1,290,257.00	updated grand total	\$ 1,290,257.00
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Note:
All increases in Green and deducts in red

[Link-to-previous setting changed from off in original to on in modified.]

EXHIBIT E

Approved Construction Plans

[To be Inserted]

DRAFT

Summary report:	
Litera Compare for Word 11.3.1.3 Document comparison done on 1/4/2024 5:28:16 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4883-4525-9658/8/North Gate - Development Agreement.docx	
Modified DMS: nd://4883-4525-9658/9/North Gate - Development Agreement.docx	
Changes:	
<u>Add</u>	82
Delete	20
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	7
Embedded Excel	0
Format changes	0
Total Changes:	109