

**INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN AND
REVERE AT JOHNSTOWN METROPOLITAN DISTRICT NO. 3**

(REVERE AT JOHNSTOWN FILING NO. 1)

This INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “**Agreement**”) is entered into on _____, 2023 (the “**Effective Date**”), by and between the Town of Johnstown, Colorado, a Colorado home rule municipal corporation (the “**Town**”), and Revere at Johnstown Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

WHEREAS, on or about May 6, 2021, the Town and Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “**Developer**”), entered into that certain Subdivision Development and Improvement Agreement related to the development of a subdivision known as Revere at Johnstown, Filing No. 1, recorded in the office of the Weld County Clerk and Recorder at Reception No. 4738026 (“**Development Agreement**”); and

WHEREAS, pursuant to the Development Agreement, the Developer agreed to construct a 12” Potable Waterline (“**Offsite Public Improvement**”), as described and depicted on Exhibit A attached hereto and incorporated herein by reference, that will benefit offsite properties as well as the property within the District; and

WHEREAS, pursuant to the Amended and Restated Service Plan for High Plains Metropolitan District No. 2 and Consolidated Service Plan for Revere at Johnstown Metropolitan District Nos. 2-9 (the “**Service Plan**”) and §§ 32-1-101, et seq., C.R.S. (the “**Special District Act**”), the costs associated with the Offsite Public Improvement are costs that may be financed by the District and the District intends to finance such costs; and

WHEREAS, the District and the Developer entered into that certain Public Improvements Acquisition and Reimbursement Agreement dated February 22, 2023 (the “**Acquisition and Reimbursement Agreement**”), which sets forth the requirements and procedure for the certification of District Eligible Costs, as defined therein, incurred by the Developer and reimbursement of Certified District Eligible Costs, as defined therein, by the District; and

WHEREAS, the Town and the District agree that, prior to connection to the Offsite Public Improvement and upon the conditions set forth in this Agreement, the Town will endeavor to require benefited offsite property owners to reimburse the District for such owner’s proportionate cost of the Offsite Public Improvement; and

WHEREAS, to effectuate the foregoing, the Town and the District desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and the District agree as follows:

1. Recitals. The Recitals are incorporated as if fully set forth herein.
2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:
 - a. Benefited Properties shall mean the offsite real properties that will benefit from the Offsite Public Improvement, which properties are shown on Exhibit B attached hereto and incorporated herein by reference.
 - b. Benefited Property Owners shall mean the owners of the Benefited Properties.
 - c. Certified Cost of Offsite Public Improvement shall mean the cost of the construction of the Offsite Public Improvement, certified by an engineer licensed in Colorado, verifying that, in such engineer's professional opinion, the costs were reasonable and necessary.
 - d. Offsite Public Improvement shall mean the Offsite Public Improvement described and depicted on Exhibit A.
 - e. Reimbursement shall mean the amounts to be paid by the Benefited Property Owners to the District, as set forth and described herein and on Exhibit B.
3. Certified Cost of Offsite Public Improvement. On behalf of the District, the Developer has submitted, and the Town hereby accepts, the Certified Cost of Offsite Public Improvement, as set forth on Exhibit C attached hereto and incorporated herein by reference.
4. Proportionate Share of Cost. The cost of the Offsite Public Improvement shall be proportionally allocated among the Benefitted Properties as set forth on Exhibit B ("**Cost Allocation**").
5. Reimbursement Requirement. The Town hereby agrees to require that, prior to a Benefited Property connecting to the Offsite Public Improvement, the Benefitted Property Owner reimburse the District for the proportionate share of the Certified Cost of Public Improvements as set forth on the Cost Allocation. Each Benefited Property Owner shall be required to provide written proof to the Town that the Reimbursement was paid to the District, or to the District's successor or assignee, prior to the Town's issuance of a building permit. Notwithstanding the foregoing, if a Benefited Property Owner, or their predecessor, participated in the cost of the construction of the Offsite Public Improvement, such Benefited Property Owner shall only be responsible for the deficiency, if any, between what was paid and what is owed under the Cost Allocation.

6. Term. The term of this Agreement shall be from the Effective Date to May 16, 2033, ten (10) years from the completion of the construction of the Offsite Public Improvement. The initial ten-year period may be extended in five-year increments upon written request of the District, made at least sixty (60) days prior to the expiration of the initial ten-year period or any five-year renewal period, and written approval of Town Council.

7. Interest. Interest shall accrue during the initial ten-year period only and shall thereafter cease to accrue. Interest shall be equal to the interest payable on the ten-year U.S. treasury bills at the time of the completion of the Offsite Public Improvement, being May 16, 2023, and shall be in the amount of 3.54% per annum.

8. District Use of Reimbursement. The District shall apply all Reimbursement received to either (1) the payment of Certified District Eligible Costs that have been accepted by the District pursuant to the Acquisition and Reimbursement Agreement or (2) the payment of debt issued by the District to finance the construction of public improvements.

9. Town Limited Liability. The Town shall exercise good faith efforts to administer the terms of this Agreement but shall have no liability hereunder for a Benefited Property Owners' failure to pay the Reimbursement. The Town's duties and liabilities in connection with the administration of this Agreement are limited as follows:

a. The Town shall exercise reasonable care to ensure that Benefited Property Owners reimburse the District for the Certified Cost of the Offsite Public Improvement. The Town shall not be responsible or liable for any amounts not actually paid.

b. The Town shall not be deemed to be acting as an agent or fiduciary of the District or of the Benefited Property Owners. The District shall have the exclusive responsibility for monitoring and enforcing the provisions of this Agreement.

c. In the event a Benefited Property Owner fails to pay the Reimbursement, the District shall have the right to bring a claim against the Benefited Property Owner. The Town shall not be named as a defendant in such action nor shall the Town be obligated to commence such action. In no event shall the District have a claim against the Town.

10. Assignment. The District may not assign its rights or duties under this Agreement without receiving the prior written consent of the Town, except that the District may assign its rights or duties under this Agreement to any of the Revere at Johnstown Metropolitan District Nos. 1, 2, 4-9 without such prior written consent of the Town.

11. Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties and their assigns and successors; except that nothing in this paragraph shall be construed to permit an assignment except as stated herein. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

12. Notices. All notices, consents or other instruments provided for under this Agreement shall be deemed properly given when: (1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set


19. Headings. The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

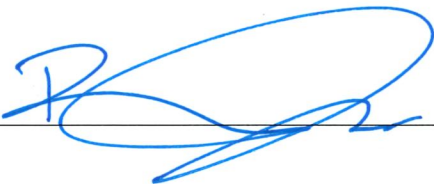
[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

**REVERE AT JOHNSTOWN
METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado

By:  _____
Officer of the District

Attest:
By:  _____

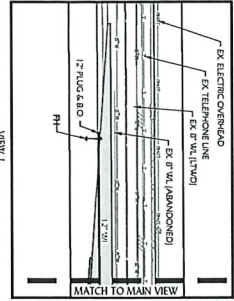
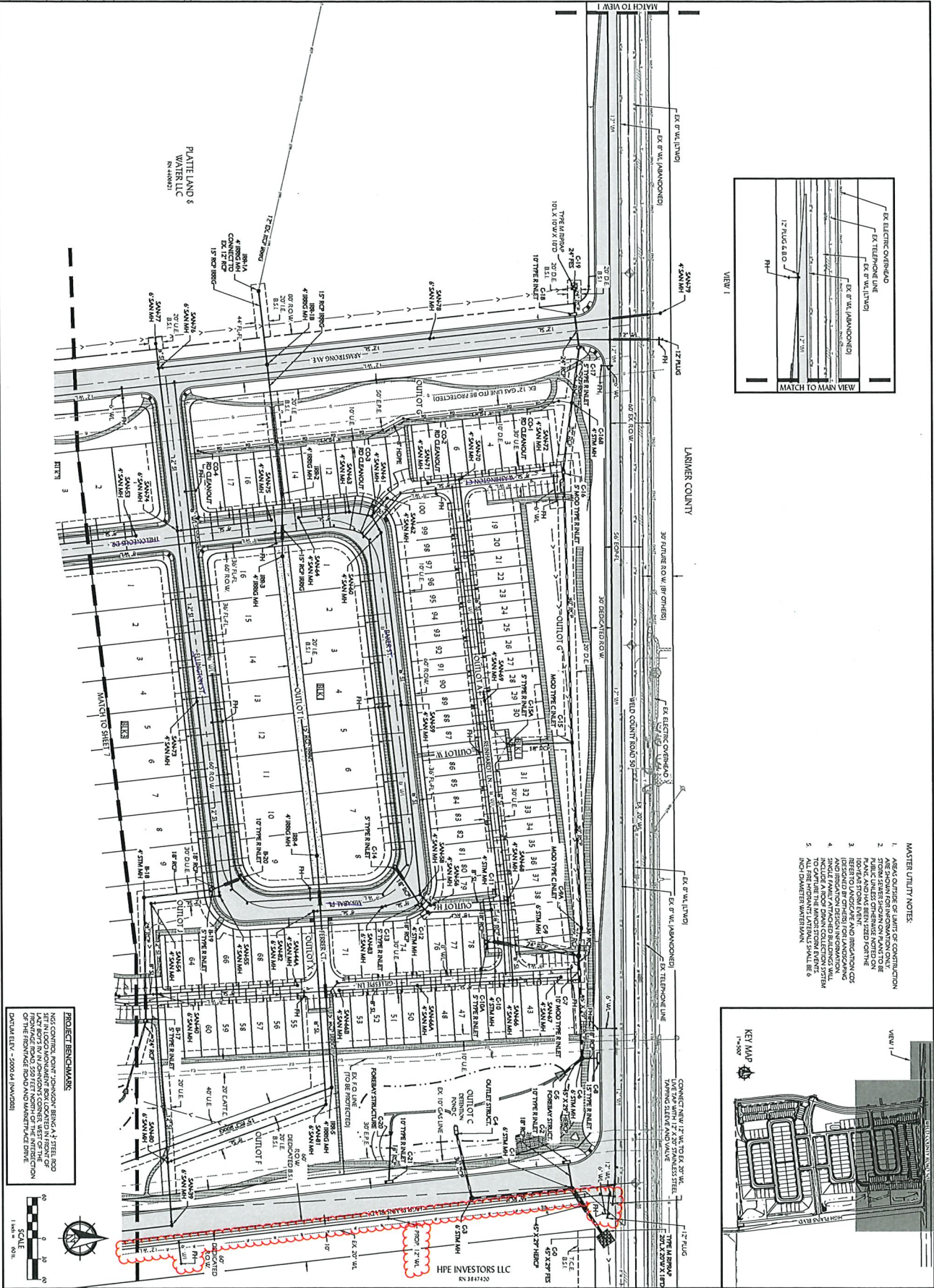
**TOWN
TOWN OF JOHNSTOWN, COLORADO**, a municipality

Troy D. Mellon, Mayor

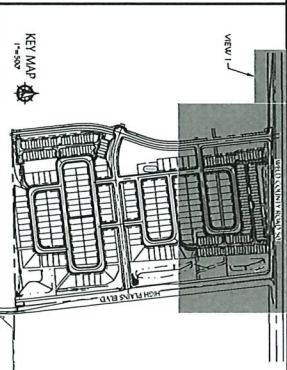
Attest:
By: _____
Hannah Hill, Town Clerk

EXHIBIT A

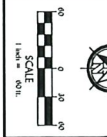
[Offsite Public Improvement]



- MASTER UTILITY NOTES:**
1. AREAS OUTSIDE OF LIMITS OF CONSTRUCTION ARE SHOWN FOR INFORMATION ONLY.
 2. PUBLIC UTILITIES OFFENSES NOTED ON 100' RADIUS FROM EVENT.
 3. REFER TO LANDSCAPE AND IRRIGATION GAS AND IRRIGATION DESIGN IN CONNECTION WITH THIS PROJECT FOR ADDITIONAL INFORMATION TO OVERLAP THE MATCH STORM EVENT AND CHAMBER WATERMAIN.



PROJECT BENCHMARK:
 NEG. CONTROL POINT (DIPONDOR BENCH) 7 FEET COO
 LAY 12.5 FEET SW IN DIPONDOR'S CORNER, WEST OF THE
 CENTERLINE OF THE INCHWIDE ROAD AND WINDMILL K&E DRIVE
 DATUM: ELEV. -5993.04 HAVARD



Know what's below.
 Call before you dig.

Revere at Johnstown Filing No. 1
 Town of Johnstown, Colorado
 Construction Documents
 Master Utility Plan

HPE INVESTORS LLC
 83447420

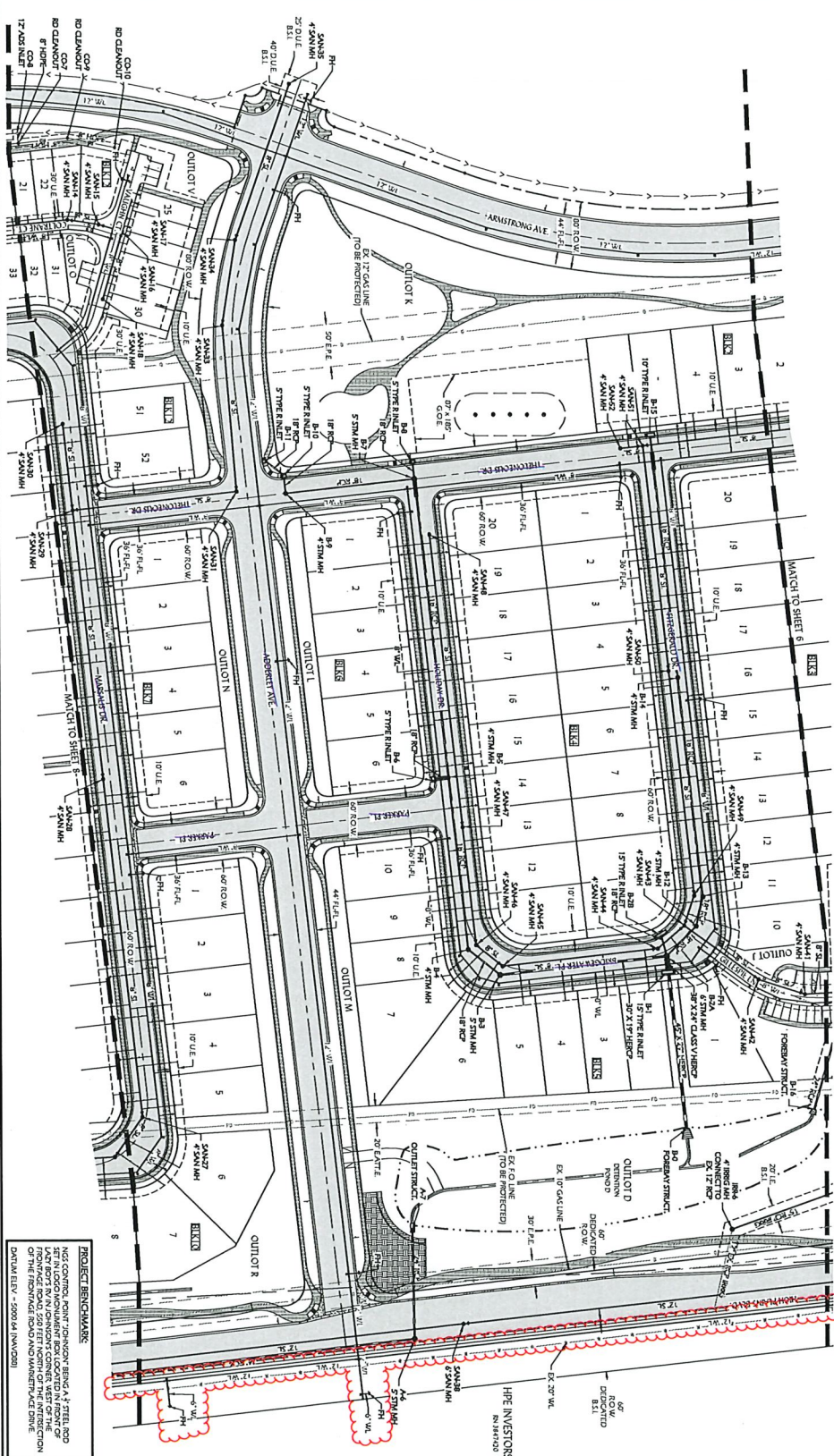
No.	Rev.	Date	Revision Type

Designed By: ROC
 Prepared By: JAV
 Approved By: TRH

Date: June 7, 2021
 Horiz. Scale: 1" = 60'
 Vert. Scale: N/A

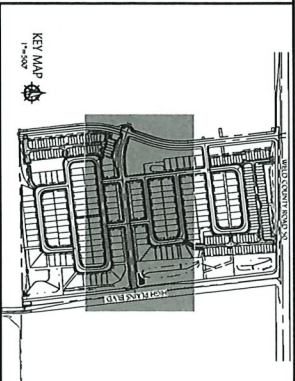
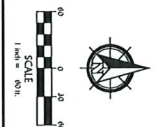
Sheet: 6 of 139
 Job No.: 1009-02

12311 East South Platte Rd
 Greenwood Village, CO 80120
 Phone: 303.755.1100
 Website: www.innovative-land.com



- MASTER UTILITY NOTES:**
1. AREAS OUTSIDE OF LIMITS OF CONSTRUCTION ARE SHOWN FOR INFORMATION ONLY.
 2. PUBLIC UTILITIES OFFERED NOTED ON THIS PLAN ARE NOT GUARANTEED FOR THE PROJECT.
 3. REFER TO LANDSCAPE AND IRRIGATION AND RESERVATION DESIGN INFORMATION FOR IRRIGATION DESIGN INFORMATION.
 4. SINGLE FAMILY ATTACHED BUILDINGS WILL TO OVERLIE THE MINOR STORM EVENTS AND CHAMBER WATERMAIN.
 5. REFER TO THE MINOR STORM EVENTS AND CHAMBER WATERMAIN.
 6. REFER TO THE MINOR STORM EVENTS AND CHAMBER WATERMAIN.

PROJECT BENCHMARKS:
 NGS CONTROL POINT (DRAINAGE BENCH MARK) SHALL BE LOCATED AT THE INTERSECTION CORNER WEST OF THE CENTERLINE OF THE FRONTAGE ROAD AND WINDMILL CREEK DRIVE.
 DATUM ELEV. - 5899.04 NAVD83



811
 Know what's below.
 Call before you dig.

Logo for the Colorado Department of Transportation, featuring a mountain and a river.

Proj Name: Revere at Johnstown Filing No. 1
 Location: Town of Johnstown, Colorado
 Plan Set: Construction Documents
 Prev Name: Master Utility Plan

No.	Rev. Date	Revision Type
1		
2		
3		
4		
5		
6		
7		
8		

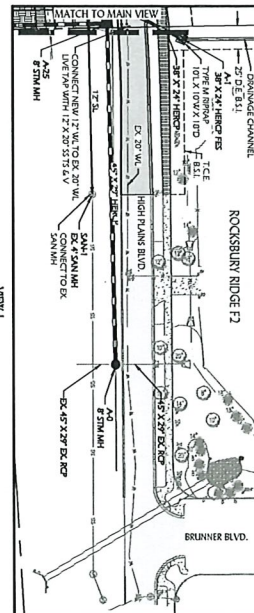
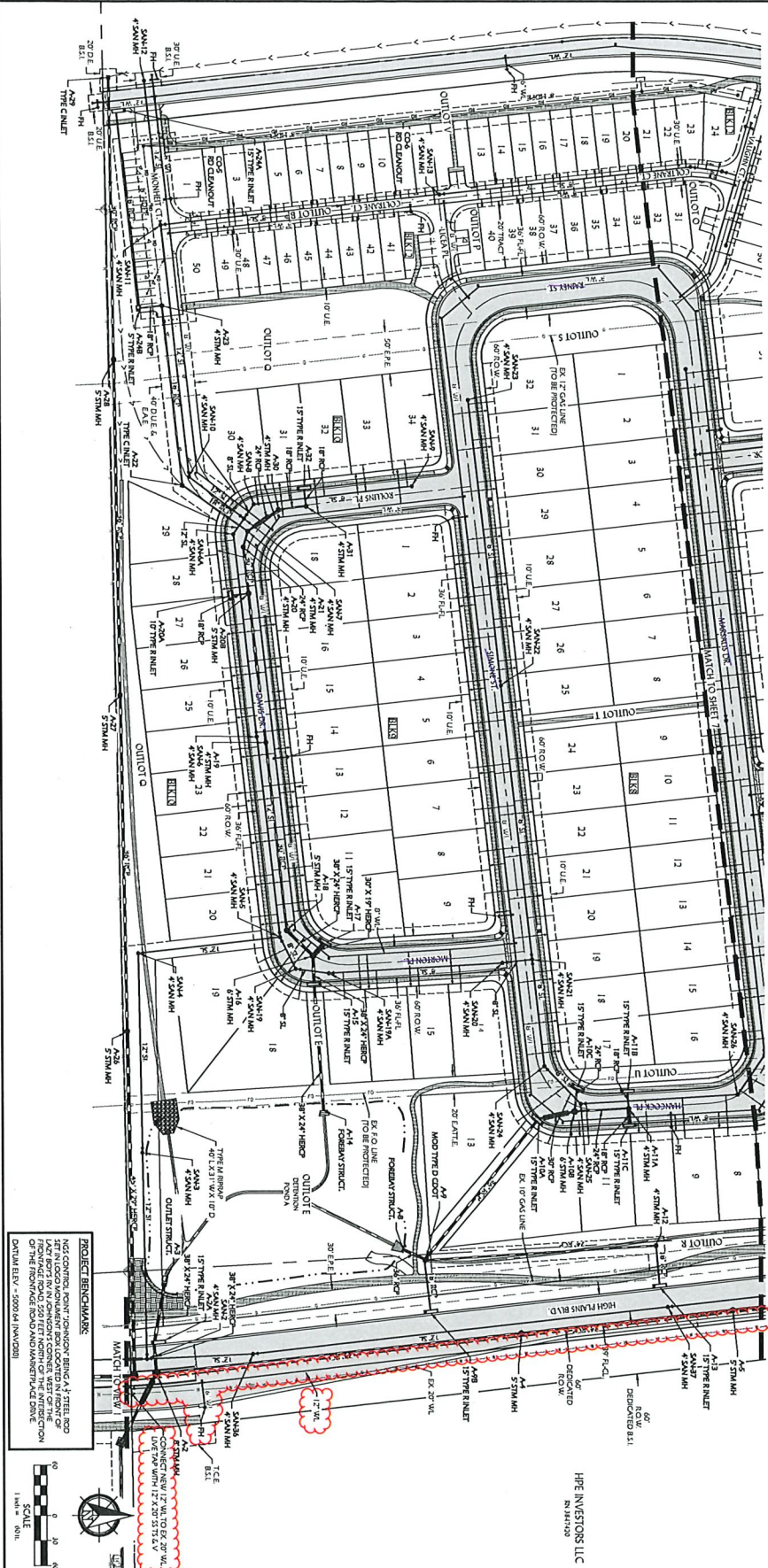
Designed By: ROC
 Prepared By: JAV
 Approved By: TRM

Date: June 7, 2021
 Plot: Scale: 1" = 60'
 Vert. Scale: N/A

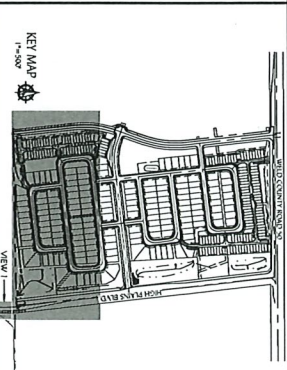
Sheet: 7 of 139
 Job No.: 1060-02

ILC
 Innovative Land Consultants, Inc.

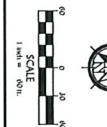
1021021021
 300271 AZZ
 www.ilcinc.com



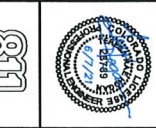
- MASTER UTILITY NOTES:
1. AREA OUTSIDE OF LIMITS OF CONSTRUCTION FROM CENTER SHOWN ON PLANS TO BE PLACED UNLESS OTHERWISE NOTED ON 100% PLAN FROM EVENT
 2. REFER TO LANDSCAPE AND ROADSIDE CUTS AND REVISIONS DESIGN INFORMATION TO OBTAIN A ROOF DRAIN COLLECTION SYSTEM TO OVERLIE THE MINOR STORM EVENT
 3. REFER TO LANDSCAPE AND ROADSIDE CUTS AND REVISIONS DESIGN INFORMATION TO OBTAIN A ROOF DRAIN COLLECTION SYSTEM TO OVERLIE THE MINOR STORM EVENT
 4. REFER TO LANDSCAPE AND ROADSIDE CUTS AND REVISIONS DESIGN INFORMATION TO OBTAIN A ROOF DRAIN COLLECTION SYSTEM TO OVERLIE THE MINOR STORM EVENT
 5. REFER TO LANDSCAPE AND ROADSIDE CUTS AND REVISIONS DESIGN INFORMATION TO OBTAIN A ROOF DRAIN COLLECTION SYSTEM TO OVERLIE THE MINOR STORM EVENT



PROJECT BENCHMARKS:
 1. 15" STORM RINLET
 2. 30" EX. V.L.
 3. 15" STORM RINLET
 4. 30" EX. V.L.
 5. 15" STORM RINLET
 6. 30" EX. V.L.
 7. 15" STORM RINLET
 8. 30" EX. V.L.
 9. 15" STORM RINLET
 10. 30" EX. V.L.
 11. 15" STORM RINLET
 12. 30" EX. V.L.
 13. 15" STORM RINLET
 14. 30" EX. V.L.
 15. 15" STORM RINLET
 16. 30" EX. V.L.
 17. 15" STORM RINLET
 18. 30" EX. V.L.
 19. 15" STORM RINLET
 20. 30" EX. V.L.
 21. 15" STORM RINLET
 22. 30" EX. V.L.
 23. 15" STORM RINLET
 24. 30" EX. V.L.
 25. 15" STORM RINLET
 26. 30" EX. V.L.
 27. 15" STORM RINLET
 28. 30" EX. V.L.
 29. 15" STORM RINLET
 30. 30" EX. V.L.
 31. 15" STORM RINLET
 32. 30" EX. V.L.
 33. 15" STORM RINLET
 34. 30" EX. V.L.
 35. 15" STORM RINLET
 36. 30" EX. V.L.
 37. 15" STORM RINLET
 38. 30" EX. V.L.
 39. 15" STORM RINLET
 40. 30" EX. V.L.
 41. 15" STORM RINLET
 42. 30" EX. V.L.
 43. 15" STORM RINLET
 44. 30" EX. V.L.
 45. 15" STORM RINLET
 46. 30" EX. V.L.
 47. 15" STORM RINLET
 48. 30" EX. V.L.
 49. 15" STORM RINLET
 50. 30" EX. V.L.



81
 Karam White & Shuman
 Call Before You Dig
 5



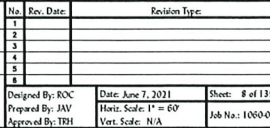
Revere at Johnstown Filing No. 1
 Town of Johnstown, Colorado
 Construction Documents
 Master Utility Plan

Prep Name: _____
 Location: _____
 Plan Set: _____
 Sheet Name: _____

Designed By: ROC
 Prepared By: JAV
 Approved By: TRH

Date: June 7, 2021
 Metric Scale: 1" = 60'
 Vert. Scale: N/A

Sheet: 8 of 139
 Job No: 1000-03



1001 East Third Street, Suite 400
 Westminster, CO 80031
 WWW.INNOVATIVE-IC.COM

EXHIBIT B

[Benefited Properties and Cost Allocation]

1) Approximately 72-acre parcel, currently identified as Weld County Parcel #106102100031, that maintains frontage along the east side of High Plains Boulevard from Veterans Parkway (WCR 50) for approximately 2300 linear feet; current Owners listed as High Plains Estates JV, LLC, being proposed for development in the Town under the name “High Plains Estates PUD” – 50% allocation.

EXHIBIT C

[Certified Cost of Offsite Public Improvement]



1626 Cole Blvd, Suite 125
Lakewood, CO 80401

January 16, 2023

Revere at Johnstown
Attention: Bryan Reid
Forestar (USA) Real Estate Group, Inc.
188 Inverness Drive West, Suite 420
Englewood, CO 80112

HIGH PLAINS BOULEVARD WATERLINE COST VALUATION

Independent District Engineering Services (“IDES”) was engaged by Forestar (USA) Real Estate Group, Inc. (“Forestar”) to independently verify the expenditures associated with the 12” waterline under High Plains Blvd and determine the improvements value. IDES used the plan set designed by Innovative Land Consultants, the Pay Application from Hall-Irwin Corporation, and cost data from similar projects in the northern Colorado area to determine the fair market value for the infrastructure.

Using the plan set by Innovative Land Consultants, Inc. dated June 7, 2021 (Exhibit A) to determine quantities and costs from Hall-Irwin Corporation (Exhibit B), IDES was able to determine the expenditures Forestar paid for the 12” waterline under High Plains Blvd. This can be seen in the table below:

High Plains Blvd - 12" Waterline				
Improvement	Quantity	Unit	Unit Price	Extension
12" x 20" Wet Tap	2	EA	\$ 9,326.52	\$ 18,653.04
12" PVC Waterline	2,350	LF	\$ 76.62	\$ 180,057.00
12" Gate Valve	21	EA	\$ 4,783.66	\$ 100,456.86
12" Bends	5	EA	\$ 921.09	\$ 4,605.45
12" Tee	3	EA	\$ 1,375.40	\$ 4,126.20
12" Caps	2	EA	\$ 493.17	\$ 986.34
12" Reducer	2	EA	\$ 656.34	\$ 1,312.68
12" Waterline Lowering	5	EA	\$ 1,983.12	\$ 9,915.60
12" Fire Hydrant	5	EA	\$ 11,428.15	\$ 57,140.75
Total				\$ 377,253.92

IDES then compared the unit prices to similar projects in Johnstown, Windsor, and Fort Collins to confirm the prices were considered reasonable. After careful review of the costs, it is IDES’s opinion that the costs for the improvements included above are reasonable and comparable to similar projects in Northern Colorado.

If you have any questions, please contact me.

Thanks,
Independent District Engineering Services, LLC

Barrett Marrocco

**FORESTAR GROUP INC.
REVERE AT JOHNSTOWN
FILING 1**

Contractor: **HALL-IRWIN**
5586 WEST 19TH STREET, STE 2000
GREELEY, CO 80634

Pay Application # 16
Period from 10/1/22
to 10/31/22

	<u>Yes/No</u>
Insurance Certificates Current	_____
Release of Lien Attached	_____
Completed Pay Items Attached	_____

CONTRACTOR'S APPLICATION FOR PAYMENT

1. Original Contract Amount:	\$11,890,989.09
2. Net change by Change Orders:	\$3,102,427.15
3. Current Contract Amount:	\$14,993,416.24
4. Total Completed and Stored to Date:	\$14,941,634.24
5. Total Retainage withheld to date:	\$747,081.71
6. Total Earned Less Retainage:	\$14,194,552.52
7. Less Previous Applicants for Payments:	\$14,860,887.48
8. Current Payment Request:	\$76,709.41
9. Balance to Finish, Including Retainage:	\$55,819.34

Current Payment Requested:	\$80,746.75
Less Current Retainage): 5%	\$4,037.34
Current Payment Due:	\$76,709.41

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Request for Payment are correct; that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that payments, less applicable retention, have been made through the period covered by previous payment received from the Owner to all subcontractors and for all materials and labor used in or in connection with the performance of this Contract. I also certify I have complied with Federal, State, and local tax laws, including Social Security Laws and Unemployment Compensation Laws and Workers' Compensation Laws and Mechanics Lien Laws insofar as applicable to the performance of this Contract.

Contractor:  _____

Date: 11/2/22

FORESTAR GROUP INC.
REVERE AT JOHNSTOWN
FILING 1
APPLICATION FOR PAYMENT

Contractor: **HALLIRWIN**
5588 WEST 19TH STREET, STE 2000
GREELEY, CO 80634

Original Contract No. **16**
 \$11,890,989.09
 \$11,890,989.09
 Period: **10/17/22**
 to **10/31/22**

Community Code	Job	Type	Cost Code	Description	Unit	Unit Cost	Contract Extension	Work Completed	This Period	Extension	Total Completed to Date	% Complete
							Div	Div	Div	Div	Div	
12	24039402	1520	24020	Material Price Increase Int 2 Concrete	LS	\$ 31,705.60	1	\$	\$	\$	\$ 31,705.60	100.00%
12	24039402	1520	24050	Material Price Increase Int 2 Sign/Striping	LS	\$ 5,303.72	1	\$	\$	\$	\$ 5,303.72	100.00%
13	24039401	1520	22005	Scope Increase Curm 1 Water	LS	\$ 16,978.88	1	\$	\$	\$	\$ 16,978.88	100.00%
13	24039401	1520	22000	Scope Increase Int 2 Storm Sewer	LS	\$ 63,899.45	1	\$	\$	\$	\$ 63,899.45	100.00%
13	24039402	1520	22000	Scope Increase Int 2 Storm Sewer	LS	\$ 97,343.84	1	\$	\$	\$	\$ 97,343.84	100.00%
14	24039401	1520	24050	7.5" Asphalt	LS	\$ (577,248.40)	1	\$	\$	\$	\$ (577,248.40)	100.00%
14	24039401	1520	24050	10" Roadbase	LS	\$ (201,538.88)	1	\$	\$	\$	\$ (201,538.88)	100.00%
14	24039401	1520	24050	5.5" Asphalt	LS	\$ 871,229.74	1	\$	\$	\$	\$ 871,229.74	100.00%
14	24039401	1520	24050	10" Roadbase	LS	\$ (673,439.36)	1	\$	\$	\$	\$ (673,439.36)	100.00%
14	24039401	1520	24050	5.5" Asphalt	LS	\$ (323,903.36)	1	\$	\$	\$	\$ (323,903.36)	100.00%
14	24039401	1520	24050	8" Roadbase	LS	\$ 459,511.65	1	\$	\$	\$	\$ 459,511.65	100.00%
14	24039401	1520	24050	4.5" Asphalt	LS	\$ 188,005.64	1	\$	\$	\$	\$ 188,005.64	100.00%
14	24039401	1520	24050	6" Base	LS	\$ 344,662.20	1	\$	\$	\$	\$ 344,662.20	100.00%
14	24039401	1520	24050	4" Base	LS	\$ 208,400.40	1	\$	\$	\$	\$ 208,400.40	100.00%
14	24039401	1520	24050	8" Base	LS	\$ 1,423.50	1	\$	\$	\$	\$ 1,423.50	100.00%
14	24039401	1520	24050	8" Base	LS	\$ 2,792.25	1	\$	\$	\$	\$ 2,792.25	100.00%
15	24039401	1520	24050	Subgrade Prep	LS	\$ 23,846.91	1	\$	\$	\$	\$ 23,846.91	100.00%
15	24039401	1520	24050	6" Base beyond Curb/Walk	LS	\$ 94,107.59	1	\$	\$	\$	\$ 94,107.59	100.00%
16	24039401	1520	24050	Subgrade Prep for Concrete	LS	\$ 46,647.00	1	\$	\$	\$	\$ 46,647.00	100.00%
16	24039401	1520	24050	Subgrade Prep for Concrete	LS	\$ 1,868.22	1	\$	\$	\$	\$ 1,868.22	100.00%
16	24039401	1520	24050	Ally Paving	LS	\$ 80,829.89	1	\$	\$	\$	\$ 80,829.89	100.00%
16	24039401	1520	24020	MOurable Curb/Walk	LS	\$ 51,706.72	1	\$	\$	\$	\$ 51,706.72	100.00%
16	24039401	1520	24020	ADA Ramps	LS	\$ 6,386.04	1	\$	\$	\$	\$ 6,386.04	100.00%
16	24039401	1520	24020	Crosscut	LS	\$ 1,823.70	1	\$	\$	\$	\$ 1,823.70	100.00%
16	24039401	1520	24020	Direct	LS	\$ 2,504.16	1	\$	\$	\$	\$ 2,504.16	100.00%
16	24039401	1520	24020	Concrete HH Adjustments	LS	\$ 1,234.50	1	\$	\$	\$	\$ 1,234.50	100.00%
16	24039401	1520	24050	Concrete HH Adjustments	LS	\$ 1,642.50	1	\$	\$	\$	\$ 1,642.50	100.00%
16	24039401	1520	24050	Subgrade Prep - Paving	LS	\$ 5,825.60	1	\$	\$	\$	\$ 5,825.60	100.00%
17	24039401	1520	25050	Shove Plan Changes and Additions	LS	\$ 8,447.12	1	\$	\$	\$	\$ 8,447.12	100.00%
18	24039401	1520	24050	Subgrade Mixture Repeating	LS	\$ 13,778.71	1	\$	\$	\$	\$ 13,778.71	100.00%
19	24039401	1520	24020	Concrete Price change to avoid schedule delays	LS	\$ 14,375.00	1	\$	\$	\$	\$ 14,375.00	100.00%
20	24039401	1520	23005	Concrete Price change to avoid schedule delays	LS	\$ 43,610.00	1	\$	\$	\$	\$ 43,610.00	100.00%
21	24039402	1520	24050	Subgrade cut/fill balancing	LS	\$ 9,478.37	1	\$	\$	\$	\$ 9,478.37	100.00%
22	24039402	1520	24050	Lower subgrade Z"	LS	\$ 16,818.56	1	\$	\$	\$	\$ 16,818.56	100.00%
22	24039402	1520	24050	8" Base 1" beyond Curb/Walk	LS	\$ 18,739.20	1	\$	\$	\$	\$ 18,739.20	100.00%
22	24039402	1520	24050	Subgrade Prep/1Z" Scarify & Recompact	LS	\$ 97,831.88	1	\$	\$	\$	\$ 97,831.88	100.00%
23	24039402	1520	24050	5.5" Asphalt	LS	\$ 20,254.22	1	\$	\$	\$	\$ 20,254.22	100.00%
23	24039402	1520	24050	3.5" Asphalt	LS	\$ (82,818.20)	1	\$	\$	\$	\$ (82,818.20)	100.00%
23	24039402	1520	24050	4.5" Asphalt	LS	\$ 361,574.40	1	\$	\$	\$	\$ 361,574.40	100.00%
23	24039402	1520	24050	8" Roadbase	LS	\$ 215,347.20	1	\$	\$	\$	\$ 215,347.20	100.00%
24	24039401	1520	24050	High Plains Shoulder	LS	\$ 9,597.68	1	\$	\$	\$	\$ 9,597.68	100.00%
25	24039401	1520	24020	ADA Ramps	LS	\$ 3,431.72	1	\$	\$	\$	\$ 3,431.72	100.00%
26	24039401	1520	24050	Remove Z" across Phase 1	LS	\$ 13,132.08	1	\$	\$	\$	\$ 13,132.08	100.00%
26	24039401	1520	24050	Remove - Subgrade Prep/1Z" Scarify Recompact	LS	\$ 23,573.16	1	\$	\$	\$	\$ 23,573.16	100.00%
26	24039401	1520	24050	Remove - Firm Grade	LS	\$ 20,666.88	1	\$	\$	\$	\$ 20,666.88	100.00%
26	24039401	1520	24050	Additional Z" Roadbase	LS	\$ 53,096.52	1	\$	\$	\$	\$ 53,096.52	100.00%
27	24039401	1520	2800	Utility Mobilization	LS	\$ 4,000.00	1	\$	\$	\$	\$ 4,000.00	100.00%
27	24039401	1520	2800	Elevation & Structural Backfill	LS	\$ 5,500.00	1	\$	\$	\$	\$ 5,500.00	100.00%
27	24039401	1520	2800	Inflation Service & Vault	LS	\$ 42,157.00	1	\$	\$	\$	\$ 42,157.00	100.00%
27	24039401	1520	2800	Breriff & Testing	LS	\$ 41,125.00	1	\$	\$	\$	\$ 41,125.00	0.00%

Subtotal Change Orders		Developer Portion	
Amount	Count	Amount	Count
\$1,890,423.48	55	\$1,890,423.48	55
\$14,880,807.48	514	\$14,880,807.48	514
\$16,771,230.96	569	\$16,771,230.96	569
\$14,941,634.24	517	\$14,941,634.24	517
\$747,081.71	22	\$747,081.71	22
\$14,194,552.53	539	\$14,194,552.53	539