

**INTERLOCAL AGREEMENT BETWEEN THE PROSPER INDEPENDENT SCHOOL DISTRICT AND THE TOWN OF PROSPER, TEXAS**  
**(Legacy Drive)**

**WHEREAS**, the Prosper Independent School District (hereinafter "the District") and the Town of Prosper, Texas (hereinafter "the Town"), desire to enter into a development agreement relative to the construction and/or expansion of Segments 1 and 2 of Legacy Drive in the Town, as more fully described herein (hereinafter called "the Project"); and

**WHEREAS**, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

**WHEREAS**, the District will construct a Middle School ("Middle School") on Legacy Drive, thus increasing traffic and motorist turning movements on Legacy Drive related to the Middle School; and

**WHEREAS**, the foregoing school construction will necessitate the construction of roadway and water improvements to Legacy Drive to ensure the safety of the public, including school children, on said road; and

**WHEREAS**, the Town and the District acknowledge that each will incur costs providing for the aforementioned Legacy Drive Improvements and it is the desire of both the Town and the District to mutually coordinate roadway and water line construction activities, thus realizing certain cost benefits by both and without duplicating roadway and water line construction costs; and

**WHEREAS**, the governing bodies of the Town and the District find that this Project or undertaking is necessary for the benefit of the public and that the Town and the District have the legal authority to provide the governmental function or service which is the subject matter of this Interlocal Agreement; furthermore, the governing bodies of the Town and the District find that the performance of this Interlocal Agreement is in the common interests of both the Town and the District; and

**WHEREAS**, the Town and the District, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefor only from current revenues legally available to the Town and the District.

**NOW, THEREFORE, THIS INTERLOCAL AGREEMENT** is hereby made and entered into by the District and the Town for the mutual consideration stated herein, subject the following terms and conditions:

I.

**Incorporation of Findings**

All of the foregoing matters are hereby found to be true and correct legislative and factual findings of the Town and the District and they are hereby approved and incorporated into the body of this Interlocal Agreement as if copied in their entirety.

II.

**Design of Legacy Drive Improvements: Right-of-Way Acquisition**

A. The District shall design Segments 1 and 2 of Legacy Drive, and a 16” water line (collectively, “the Legacy Drive Improvements,” which further consist of water line improvements component and roadway improvements component), as generally depicted on Exhibit A. The District and/or Town shall obtain any necessary right-of-way and easements for the Legacy Drive Improvements, as generally depicted on Exhibit E, attached hereto and incorporated by reference. Pursuant to Article V of this Agreement, the Town shall endeavor to substantially complete the construction of the Legacy Drive Improvements prior to the anticipated opening of the District’s Middle School in the Fall of 2026.

B. If the District decides to obtain the necessary right-of-way and easements for the Legacy Drive Improvements through negotiations, or other means, the District and Town shall agree to the acquisition’s costs prior to the District completing the acquisition. For purposes of this agreement, the Town is agreeable to the reimbursement, per Section VI, of acquisition costs up to the amount of an approved appraisal. If the District’s negotiations for acquisition are in excess of an approved appraisal, then the District would not receive reimbursement for the amount of acquisition costs exceeding the approved appraisal, unless approved in writing by the Town prior to the District completed the acquisition.

C. If necessary, the Town may be required to purchase necessary right-of-way and easements through negotiations, or exercise its power of eminent domain to acquire any necessary right-of-way and/or easement for the Legacy Drive Improvements. The Town shall be reimbursed by the District for all such costs related to the acquisition of right-of-way and easements on or before the commencement of construction of the Legacy Drive Improvements. Eligible reimbursement costs include, but are not limited to, title work, appraisals, expert fees, attorneys’ fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner’s fees and costs of appeal, if any and to be reimbursed to the District as stated in Section VI. Nothing herein shall prohibit the Town from taking any and all steps the Town deems necessary to initiate said proceedings.



### III.

#### **Construction of Legacy Drive Improvements**

A. Upon completion of design of the water line component of the Legacy Drive Improvements, the District shall provide said design documents to the Town. The Town shall concurrently construct Segments 1 and 2 of Legacy Drive, and endeavor to substantially complete the construction prior to the anticipated opening of the District's Middle School in the Fall of 2026. In order for the Town to endeavor to substantially complete the construction prior to the anticipated opening of the District's Middle School in the Fall of 2026, all necessary right-of-way and easements for the roadway component of the Legacy Drive Improvements shall be acquired, and approved design plans provided to the Town by February 2025. The Parties acknowledge that the District is constructing the 16" water line prior to the commencement of construction of Segments 1 and 2 of Legacy Drive, and said water line design documents will be provided to the Town by the District for review and approval prior to the District commencing the construction of said water line.

B. All costs associated with the construction of the roadway component of the Legacy Drive Improvements shall be reviewed and approved by the District prior to the commencement of any construction activities by the Town. Costs related to Segment 2 and to access to District property as outlined in Article IV shall be segregated as separate unit costs, currently estimated at \$1,432,500, as provided in Exhibit C.

C. Within four (4) years of the Town's final acceptance of the Legacy Drive Improvements, the Town shall reimburse the District for all costs incurred by the District for the design and construction of Segment 1, currently estimated at \$7,815,000, as provided in Exhibit B; the difference between the costs of a 16" water line and 12" water line currently estimated at \$147,000, as provided in Exhibit D, and right-of-way and easement costs paid to the Town by the District. In consideration for the District funding this project, the Town agrees to waive the building permit fees (estimated to be \$185,000) and inspection fees (estimated to be \$45,000) for the Middle School.

### IV.

#### **Costs Related to Access to District Property**

The District shall be responsible for any and all costs associated with any median openings, left turn lanes and right turn/deceleration lanes within Segments 1 and 2 of the Project that provide access to District property/schools, as generally depicted in Exhibit A.

V.

**Public Bidding of Legacy Drive Improvements**

The Town shall publicly bid the construction of the roadway components of the Legacy Drive Improvements in accordance with all applicable state statutes. The Town and the District shall coordinate the roadway bidding process. Upon the Town's execution of a contract for the construction of Segments 1 and 2 of Legacy Drive, the District shall deposit with the Town one-half (1/2) of the roadway bid construction costs, and when construction of Segments 1 and 2 of Legacy Drive is fifty percent (50%) complete, as determined by the Town Engineer, the District shall submit to the Town the remaining fifty percent (50%) of bid construction costs.

VI.

**Construction Administration and Project Management of Legacy Drive Roadway Improvements**

A. The District and Town agree that Construction Administration and Project Management is necessary for timely completion of the construction of the Legacy Drive roadway improvements. The District and Town shall review and mutually agree to the design costs outlined in a Professional Services Agreement with the design engineer for the Legacy Drive roadway improvements, prior to the District's approval of the Professional Services Agreement for said services.

B. The District shall be responsible for providing the Town the funding to construct the approved costs associated with the Legacy Drive roadway improvements, in the same timeframe as outlined in Paragraph V.

C. The Town shall be responsible for paying the District the approved design and construction costs associated with the Segment 1 roadway improvements, the difference between the costs of a 16" water line and 12" water line, and approved right-of-way and easement acquisition costs, within four (4) years of the Town's final acceptance of the last constructed component of the Legacy Drive Improvements.

D. The District shall be responsible for the approved design and construction costs associated with the Segment 2 roadway component of Legacy Drive, the costs of a 12" water line, estimated in Exhibit D, and dedication of right-of-way and easements on the District property/schools to the Town at no cost, and those costs related to access to District property/schools as outlined in Paragraph IV.



**VII.**

**Assignment**

This Interlocal Agreement may not be assigned. It embodies the entire agreement between the Parties and may not be amended except in writing.

**VIII.**

**Venue**

This entire Agreement is performable in both Collin County and Denton County, Texas, and the venue for any action related directly or indirectly to this Agreement or in any manner connected therewith shall be in Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

**IX.**

**Authority**

The individuals executing this Agreement on behalf of the Town and the District represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

**X.**

**Severability**

In the event that one or more of the provisions contained in this Interlocal Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Interlocal Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Interlocal Agreement, which shall remain in full force and effect.

**XI.**

**Mediation**

In the event of any dispute regarding this Interlocal Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation. Thereafter, if any legal action or proceeding arising out of or relating to this Interlocal Agreement is brought by either party to this Interlocal Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses, including any expert witness fees or costs, incurred in the action or proceeding by the prevailing party.

**APPROVED** by the Town Manager of the Town of Prosper, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**TOWN OF PROSPER**

\_\_\_\_\_  
Name: Michelle Lewis Sirianni  
Title: Town Secretary

\_\_\_\_\_  
Name: Mario Canizares  
Title: Town Manager, Town of Prosper

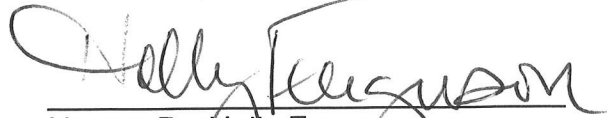
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Name: Terrence S. Welch  
Title: Town Attorney



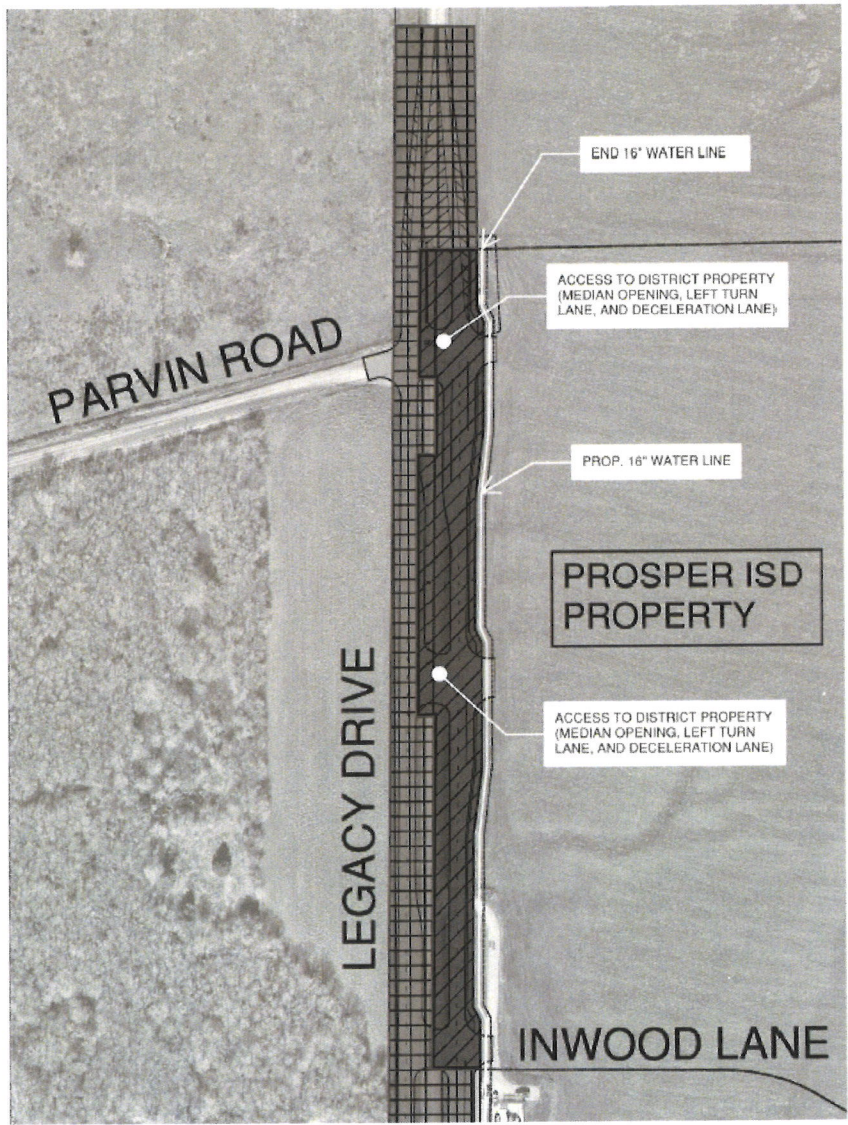
**APPROVED** by the Superintendent of the Prosper Independent School District on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**PROSPER INDEPENDENT SCHOOL DISTRICT**, a Texas political subdivision

A handwritten signature in black ink, appearing to read "Holly Ferguson", written over a horizontal line.

Name: Dr. Holly Ferguson  
Title: Superintendent, Prosper  
Independent School District

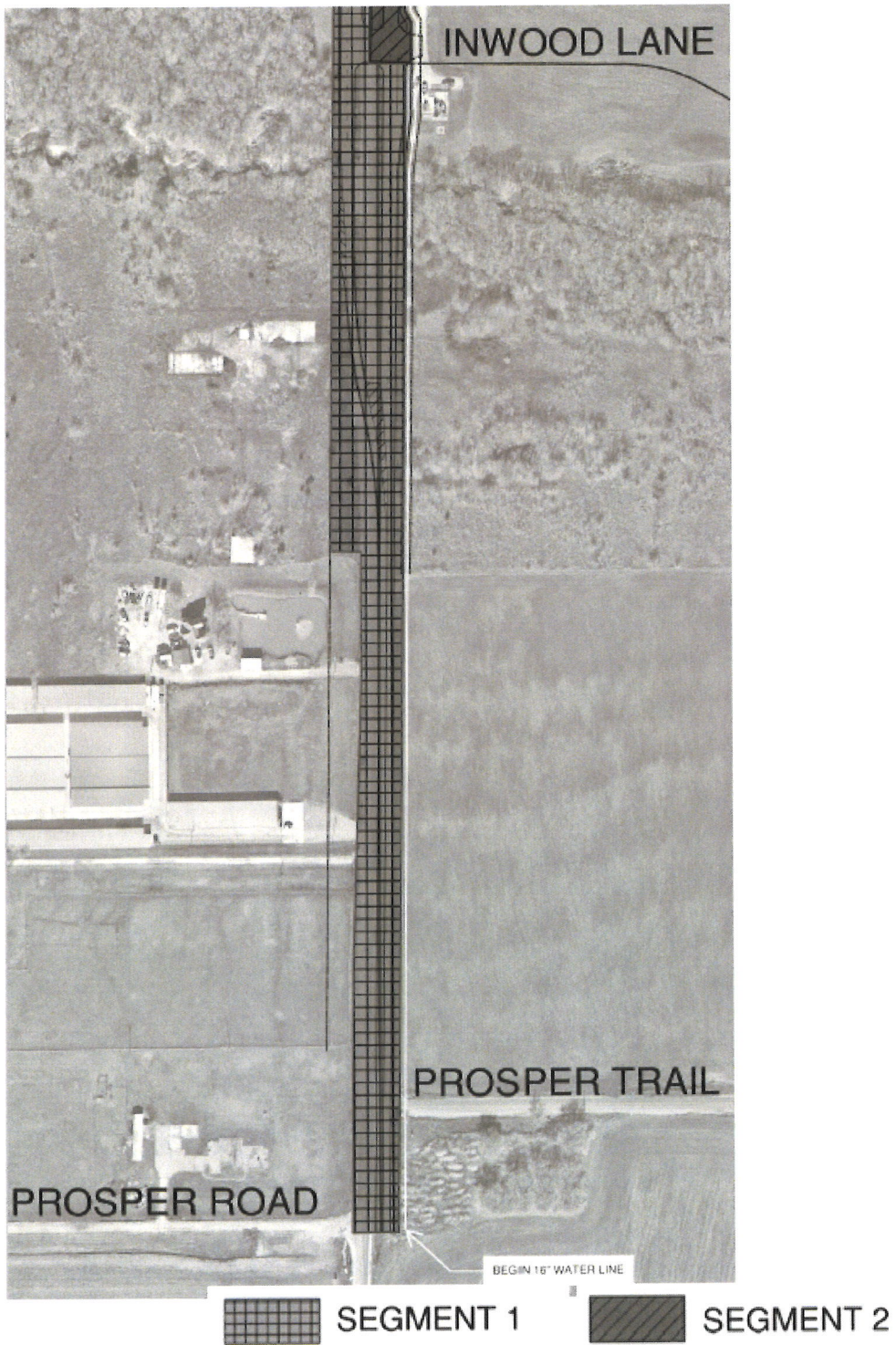
**EXHIBIT A**  
**(Legacy Drive Improvements) – Page 1 of 2**



-  SEGMENT 1
-  SEGMENT 2



**EXHIBIT A**  
**(Legacy Drive Improvements) – Page 2 of 2**





**EXHIBIT B**  
**(Cost Estimate – Segment 1)**

				Date:	May 3, 2024
				By:	Jonathan Payne
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	SUBTOTAL	
<b>GENERAL</b>					
MOBILIZATION	1	LS	\$265,000	\$265,000	
PROJECT SIGNS	2	EA	\$1,000	\$2,000	
RIGHT-OF-WAY PREPARATION	1	LS	\$80,000	\$80,000	
STORM WATER POLLUTION PREVENTION PLAN & EROSION CONTROL, COMPLETE IN PLACE, INCL. MAINTENANCE & REMOVAL	1	LS	\$14,000	\$14,000	
TRAFFIC CONTROL PLAN, BARRICADES, SIGNS & RELATED DEVICES, IMPLEMENTATION & MAINTENANCE	1	LS	\$80,000	\$80,000	
PAVEMENT MARKINGS	1	LS	\$40,000	\$40,000	
BORROW MATERIAL	5,000	CY	\$30	\$150,000	
UNCLASSIFIED STREET EXCAVATION	6,559	CY	\$20	\$131,180	
				<b>General Sub-Total:</b>	<b>\$762,180</b>
<b>DEMOLITION</b>					
REMOVE & DISPOSE EX. ASPHALT PAVEMENT	10,840	SY	\$8	\$86,720	
REMOVE & DISPOSE OF EX. TREES	50	EA	\$500	\$25,000	
				<b>Demolition Sub-Total:</b>	<b>\$111,720</b>
<b>PAVING IMPROVEMENTS</b>					
9" THICK 4000 PSI REINFORCED CONCRETE PAVEMENT (INCLUDING INTEGRAL CU	11,370	SY	\$85	\$966,450	
12" LIME TREATED SUBGRADE	12,200	SY	\$10	\$122,000	
HYDRATED LIME (8%)	439	TON	\$280	\$122,976	
6" ASPHALT PAVEMENT	3,190	SY	\$80	\$255,200	
MOISTURE CONDITIONED SOIL (CUT)	9,838	CY	\$3	\$29,515	
MOISTURE CONDITIONED SOIL (FILL)	7,871	CY	\$5	\$39,354	
4" REINFORCED CONCRETE SIDEWALK	650	SY	\$60	\$39,000	
5" REINFORCED CONCRETE TRAIL	370	SY	\$75	\$27,750	
BARRIER FREE RAMP	2	EA	\$2,500	\$5,000	
FURNISH & INSTALL BERMUDA SOD	7,430	SY	\$5	\$37,150	
				<b>Paving Improvements Sub-Total:</b>	<b>\$1,644,395</b>
<b>STORM DRAIN IMPROVEMENTS</b>					
FURNISH & INSTALL STORM SEWER 21" RCP, CLASS III	560	LF	\$120	\$67,200	
FURNISH & INSTALL STORM SEWER 24" RCP, CLASS III	600	LF	\$140	\$84,000	
FURNISH & INSTALL STORM SEWER 36" RCP, CLASS III	800	LF	\$240	\$192,000	
FURNISH & INSTALL STORM SEWER 48" RCP, CLASS III	100	LF	\$280	\$28,000	
TRENCH SAFETY FOR STORM SEWER CONSTRUCTION	2,060	LF	\$5	\$10,300	
FURNISH & INSTALL RECESSED 10' CURB INLET	5	EA	\$8,000	\$40,000	
FURNISH & INSTALL RECESSED 12' CURB INLET	8	EA	\$9,500	\$76,000	
FURNISH & INSTALL 4'X4' JUNCTION BOX	5	EA	\$6,000	\$30,000	
				<b>Storm Drain Improvements Sub-Total:</b>	<b>\$527,500</b>
<b>BRIDGE</b>					
BRIDGE (PIER AND BEAM)	1	LS	\$2,500,000	\$2,500,000	
				<b>Bridge Sub-Total:</b>	<b>\$2,500,000</b>
<p>This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, TNP Inc. cannot guarantee that actual costs will not vary from the opinions expressed herein.</p>					
<input checked="" type="checkbox"/> No Design Completed <input type="checkbox"/> 90% Design <input type="checkbox"/> Final Design			<b>CONSTRUCTION SUBTOTAL</b>		<b>\$5,550,000.00</b>
			<b>CONSTRUCTION CONTINGENCY (25%)</b>		<b>\$1,388,000.00</b>
			<b>DESIGN FEE (73% of Total Design Fee)</b>		<b>\$877,000.00</b>
			<b>TOTAL</b>		<b>\$7,815,000.00</b>



**EXHIBIT C**  
**(Cost Estimate – Segment 2 and Access to District Property)**

<b>Estimated Opinion of Probable Cost</b>				
<b>Project: Legacy Drive Improvements - EXHIBIT C OPCC FOR SEGMENT 2</b>				
<b>TNP Project No.: PP510288</b>				
<b>Location: Prosper, Texas</b>				
			<b>Date:</b>	<b>May 3, 2024</b>
			<b>By:</b>	<b>Jonathan Payne</b>
<b>DESCRIPTION OF ITEMS</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>GENERAL</b>				
MOBILIZATION	1	LS	\$49,000	\$49,000
RIGHT-OF-WAY PREPARATION	1	LS	\$20,000	\$20,000
STORM WATER POLLUTION PREVENTION PLAN & EROSION CONTROL, COMPLETE IN PLACE, INCL. MAINTENANCE & REMOVAL	1	LS	\$6,000	\$6,000
TRAFFIC CONTROL PLAN, BARRICADES, SIGNS & RELATED DEVICES, IMPLEMENTATION & MAINTENANCE	1	LS	\$20,000	\$20,000
PAVEMENT MARKINGS	1	LS	\$10,000	\$10,000
UNCLASSIFIED STREET EXCAVATION	3,441	CY	\$20	\$68,820
<b>General Sub-Total:</b>				<b>\$173,820</b>
<b>PAVING IMPROVEMENTS</b>				
9" THICK 4000 PSI REINFORCED CONCRETE PAVEMENT (INCLUDING INTEGRAL CUR	4,665	SY	\$85	\$396,525
12" LIME TREATED SUBGRADE	4,905	SY	\$10	\$49,050
HYDRATED LIME (8%)	177	TON	\$280	\$49,442
MOISTURE CONDITIONED SOIL (CUT)	5,162	CY	\$3	\$15,485
MOISTURE CONDITIONED SOIL (FILL)	4,129	CY	\$5	\$20,646
5" REINFORCED CONCRETE TRAIL	1,280	SY	\$75	\$96,000
BARRIER FREE RAMP	4	EA	\$2,500	\$10,000
FURNISH & INSTALL BERMUDA SOD	3,970	SY	\$5	\$19,850
<b>Paving Improvements Sub-Total:</b>				<b>\$656,998</b>
<b>ACCESS TO DISTRICT PROPERTY (Left Turn Lane and Median Opening)</b>				
9" THICK 4000 PSI REINFORCED CONCRETE PAVEMENT (INCLUDING INTEGRAL CUR	1,300	SY	\$85	\$110,500
12" LIME TREATED SUBGRADE	1,370	SY	\$10	\$13,700
HYDRATED LIME (8%)	49	TON	\$280	\$13,810
<b>Paving Improvements Sub-Total:</b>				<b>\$138,010</b>
<b>STORM DRAIN IMPROVEMENTS</b>				
FURNISH & INSTALL STORM SEWER 21" RCP, CLASS III	240	LF	\$120	\$28,800
TRENCH SAFETY FOR STORM SEWER CONSTRUCTION	240	LF	\$5	\$1,200
FURNISH & INSTALL RECESSED 10' CURB INLET	3	EA	\$8,000	\$24,000
<b>Storm Drain Improvements Sub-Total:</b>				<b>\$54,000</b>
<p>This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, TNP Inc. cannot guarantee that actual costs will not vary from the opinions expressed herein.</p>				
<input checked="" type="checkbox"/> No Design Completed <input type="checkbox"/> 90% Design <input type="checkbox"/> Final Design			<b>CONSTRUCTION SUBTOTAL</b>	<b>\$1,030,000.00</b>
			<b>CONSTRUCTION CONTINGENCY (25%)</b>	<b>\$257,500.00</b>
			<b>DESIGN FEE (12% of Total Design Fee)</b>	<b>\$145,000.00</b>
			<b>TOTAL</b>	<b>\$1,432,500.00</b>



**EXHIBIT D  
(Cost Estimate – 16” Water Line)**

**Estimated Opinion of Probable Cost**

**Project: Legacy Drive Improvements - EXHIBIT D OPCC FOR 16" WATER LINE**

**TNP Project No.: PPS10288**

**Location: Prosper, Texas**

**Date: May 3, 2024**

**By: Jonathan Payne**

DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	SUBTOTAL
<b>WATER IMPROVEMENTS (16" WATER LINE)</b>				
MOBILIZATION	1	LS	\$39,000	\$39,000
FURNISH & INSTALL 6" WATER LINE C900 DR 18 PVC PIPE (BY OPEN CUT)	500	LF	\$100	\$50,000
FURNISH & INSTALL 16" WATER LINE C900 DR 18 PVC PIPE (BY OPEN CUT)	3,000	LF	\$150	\$450,000
FURNISH & INSTALL 16" WATER LINE C900 DR 18 PVC PIPE (BY JACK & BORE WITH 24" STEEL CASING)	250	LF	\$500	\$125,000
FURNISH & INSTALL FIRE HYDRANT	8	EA	\$5,000	\$40,000
FURNISH & INSTALL 16" GATE VALVE	10	EA	\$4,500	\$45,000
FURNISH & INSTALL 6" GATE VALVE	8	EA	\$2,000	\$16,000
CUT & CONNECT TO EXISTING WATER LINE	1	EA	\$3,000	\$3,000
TRENCH SAFETY FOR WATER LINE CONSTRUCTION	3,000	LF	\$5	\$15,000
DUCTILE IRON PIPE FITTINGS	4	TON	\$5,000	\$20,000
<b>Water Improvements Sub-Total:</b>				<b>\$803,000</b>

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, TNP Inc. cannot guarantee that actual costs will not vary from the opinions expressed herein.

<input checked="" type="checkbox"/> No Design Completed <input type="checkbox"/> 90% Design <input type="checkbox"/> Final Design	<b>CONSTRUCTION SUBTOTAL</b>	<b>\$803,000.00</b>
	<b>CONSTRUCTION CONTINGENCY (25%)</b>	<b>\$201,000.00</b>
	<b>DESIGN FEE (15% of Total Design Fee)</b>	<b>\$181,000.00</b>
	<b>TOTAL</b>	<b>\$1,185,000.00</b>

<b>WATER IMPROVEMENTS (12" WATER LINE)</b>				
MOBILIZATION	1	LS	\$33,000	\$33,000
FURNISH & INSTALL 6" WATER LINE C900 DR 18 PVC PIPE (BY OPEN CUT)	500	LF	\$100	\$50,000
FURNISH & INSTALL 12" WATER LINE C900 DR 18 PVC PIPE (BY OPEN CUT)	3,000	LF	\$120	\$360,000
FURNISH & INSTALL 12" WATER LINE C900 DR 18 PVC PIPE (BY JACK & BORE WITH 24" STEEL CASING)	250	LF	\$450	\$112,500
FURNISH & INSTALL FIRE HYDRANT	8	EA	\$5,000	\$40,000
FURNISH & INSTALL 12" GATE VALVE	10	EA	\$3,500	\$35,000
FURNISH & INSTALL 6" GATE VALVE	8	EA	\$2,000	\$16,000
CUT & CONNECT TO EXISTING WATER LINE	1	EA	\$3,000	\$3,000
TRENCH SAFETY FOR WATER LINE CONSTRUCTION	3,000	LF	\$5	\$15,000
DUCTILE IRON PIPE FITTINGS	4	TON	\$5,000	\$20,000
<b>Water Improvements Sub-Total:</b>				<b>\$684,500</b>

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, TNP Inc. cannot guarantee that actual costs will not vary from the opinions expressed herein.

<input checked="" type="checkbox"/> No Design Completed <input type="checkbox"/> 90% Design <input type="checkbox"/> Final Design	<b>CONSTRUCTION SUBTOTAL</b>	<b>\$685,000.00</b>
	<b>CONSTRUCTION CONTINGENCY (25%)</b>	<b>\$172,000.00</b>
	<b>DESIGN FEE (15% of Total Design Fee)</b>	<b>\$181,000.00</b>
	<b>TOTAL</b>	<b>\$1,038,000.00</b>

**COST DIFFERENCE (16" WL VS. 12" WL) \$147,000**

## EXHIBIT E (ROW and Easements)

