

ROADWAY IMPACT FEE AGREEMENT
(DNT FRONTIER RETAIL CENTER)

THIS ROADWAY IMPACT FEE AGREEMENT (“**Agreement**”) is made and entered into this ___ day of October, 2023 (“**Effective Date**”), by and between the Town of Prosper, Texas (“**Prosper**” or the “**Town**”), and DNT Frontier, LP, a Texas limited partnership (the “**Developer**”), individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

WITNESSETH:

WHEREAS, the Developer is developing a project in the Town known as DNT Frontier Retail Center (“**FRC**”); and which development contains multiple development phases; and

WHEREAS, the legal descriptions of the FRC property (“**Property**”) are attached hereto as **Exhibit A**; and

WHEREAS, the Town and the Developer wish to address the construction of improvements to certain roadways as well as the timing, construction and payment of associated costs thereof, related to FRC; and

WHEREAS, the Town and the Developer acknowledge that the construction of roadways to and in FRC is desirable; however, both Parties recognize the capital costs associated with the proposed construction; and

WHEREAS, the Town and the Developer have agreed to the construction of certain DNT Backer Road improvements (“**DNT Backer Road Improvements**”), with each party having certain obligations related thereto, as depicted in attached **Exhibit B** and incorporated by reference, with cost estimates and impact fee estimates for the Property described in attached **Exhibit D**, also incorporated by reference; and

WHEREAS, the Town has adopted a Roadway Capital Improvements Plan (“**Roadway CIP**”) as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town’s Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended, and the Parties agree and acknowledge that the DNT Backer Road subject to this Agreement is reflected on the Town’s Roadway CIP; and

WHEREAS, in an effort to facilitate the construction of roadways serving FRC, the parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and the Developer and it is deemed mutually beneficial to each that the construction of roadways to and in FRC proceed uniformly; and

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

1. **Roadway Impact Fees and Roadway Improvements.**

(a) Subject to the provisions of this Paragraph 1 and this Agreement, the Property will be assessed roadway impact fees at the rates then in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended (the "**Roadway Impact Fees**").

(b) The Developer shall, at its sole cost and expense, except as provided in Paragraph 3, below, construct and install approximately 1,280 LF of 37' wide, 7" thick concrete reinforced road with underground drainage from Frontier Parkway to the southern property line of the Property, as generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the "**Roadway Improvements**").

(c) The Developer shall bid the construction of the Roadway Improvements as shown in the related construction plans set with three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of the Developer's receipt of same. The Developer shall: (i) execute a contract for the construction of the Roadway Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and the Developer; (ii) commence, or cause to be commenced, construction of the Roadway Improvements within the project development schedule following: (A) the execution of this Agreement and all of the Third Party Roadway Project Rights-of-way; and (B) approval of the Roadway Improvements' engineering plans, specifications and designs by Town's Engineer, which approval shall not be unreasonably withheld or delayed; (iii) construct the Roadway Improvements in accordance with Town-approved engineering plans, specifications and designs; and (iv) complete the Roadway Improvements and obtain Town's acceptance of same prior to Town's final acceptance of the Roadway Improvements.

(d) The Developer represents that the estimated Roadway Improvements construction costs are Two Million One Hundred Fifty-Two Thousand One Hundred Fifty-Six and 50/100 Dollars (\$2,152,156.50), as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes (the "**Estimated Construction Costs**"). The Developer acknowledges and agrees that Town is relying on the Developer's engineer's representation and warranty that the Estimated Construction Costs are as described in Exhibit D. Prior to receiving any credit described in Paragraph 3 or reimbursement described in Paragraph 4 below, the Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Roadway Improvements construction costs (the "**Roadway Improvement Costs**") have been paid by the Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town ("**Evidence of Payment(s)**").

2. **Roadway Impact Fees and Impact Fee Credits.** Builders on the Property shall be subject to and shall pay the Town roadway impact fees, pursuant to applicable provisions of the Town's Code of Ordinances, as amended; however, provided the Developer constructs, and the Town accepts, the Roadway Improvements contemplated by this Agreement, the Developer shall receive roadway impact fee credits and reimbursements up to the amount of the eligible construction costs incurred by the Developer for the construction of the Roadway Improvements. For purposes of this Agreement, "construction costs" shall mean the actual costs of constructing the Roadway Improvements (roadway and storm drainage), including, but not limited to, design costs, labor and material costs, engineering costs, surveying costs and geotechnical material testing costs associated with the Roadway Improvements. No Roadway Impact Fee Credits and/or Reimbursements from Roadway Impact Fees shall be made until a final accounting of all incurred construction costs are approved by the Developer and Town's Engineer, which review and approval shall not be unreasonably withheld, conditioned or delayed.

3. **Credits from Roadway Impact Fees if the Developer Builds on the Property.** In the event the Developer builds on the Property and is required to pay Roadway Impact Fees to the Town, then Developer shall not be required to pay such Roadway Impact Fees and shall receive a Roadway Impact Fee credit at the time when Roadway Impact Fees are otherwise due and owing the Town. In no event shall any such Roadway Impact Fee credit exceed the Roadway Improvement Costs incurred by the Developer.

4. **Reimbursements from Roadway Impact Fees.** Any reimbursement to Developer contemplated by this Agreement from someone other than the Developer, who shall receive credit of roadway impact fees as stated in Paragraph 3, shall come only from Roadway Impact Fees collected by the Town from eligible development expenses as described in this Agreement within FRC in the service area to be served by the Roadway Improvements as shown on **Exhibit C**, attached hereto. The Town will use its reasonable efforts to pay the Developer any reimbursement quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts the Roadway Improvements. The reimbursement of roadway impact fees for the Roadway Improvements shall cease when the amount of credits and reimbursement equals the total sum of the construction costs as defined above. Attached hereto and incorporated by reference is **Exhibit D**, which exhibit reflects the current Estimated Construction Costs and anticipated roadway impact fees to be collected by Town and reimbursed to the Developer by the Town.

5. **Understanding of the Parties Regarding Impact Fees Collected.** The Developer and the Town acknowledge and agree that: (i) the roadway impact fees collected may be less than the roadway impact fee reimbursements to which the Developer is entitled; and (ii) roadway impact fees owed on the Property shall be paid in accordance with the Town's impact fee ordinance, as amended.

6. **Assignment.** The Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of FRC, which party (or parties) shall have the option to construct the Roadway Improvements located in such portions. As to the sale of land by the Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

7. **Default.** If the Developer fails to comply with any provision of this Agreement after receiving thirty (30) days' written notice to comply from Town or such longer period as may be reasonably necessary provided that the Developer commences to cure the default or breach within the 30-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

(a) to refuse to accept any public improvements as to the applicable portion of FRC to which the default relates (provided however the Town shall not be entitled to rescind any prior acceptance of public improvements); and/or

(b) to construct and/or complete the Roadway Improvements and to recover any and all reasonable, necessary and actual costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all reasonable and necessary attorney's fees and costs associated therewith; and/or

(c) to seek specific enforcement of this Agreement.

In the event the Developer does commence construction of the Roadway Improvements within sixty (60) days after Town issues the applicable construction permits but fails to complete construction of the Roadway Improvements within two (2) years after commencement of construction, such failure may be declared a default, in the Town's sole discretion, with no requirement of notice, as referenced in Paragraph. In such event, the Developer shall not be eligible for Credits or Reimbursements from Roadway Impact Fees for the construction costs incurred by the Developer for the Roadway Improvements until such time as the Roadway Improvements has been accepted by the Town and full payment has been made to any person or business entity that has completed the Roadway Improvements after the Developer's default.

In the event Town fails to comply with the terms and conditions of this Agreement, the Developer may seek specific enforcement of this Agreement and/or bring suit to recover any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies.

8. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

15. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Electronic signatures shall be binding and shall have the same force and effect as an original signature.

16. **Entire Agreement**. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against either Party.

17. **Savings/Severability**. Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

18. **Notification of Sale or Transfer**. The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where the Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

19. **Authority to Execute**. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Developer warrants and represents that the individual executing this Agreement on behalf of the Developer has full authority to execute this Agreement and bind the Developer to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

20. **Mediation**. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

21. **Indemnification**. FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO A ROADWAY IMPROVEMENTS IS COMPLETED AND ALL IMPROVEMENTS, AS CONTEMPLATED HEREIN, HAVE BEEN ACCEPTED BY THE TOWN, THE DEVELOPER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL ACTUAL DAMAGES (BUT NOT CONSEQUENTIAL OR PUNITIVE DAMAGES), INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE GROSSLY NEGLIGENT, AND/OR

INTENTIONAL ACT AND/OR OMISSION OF THE DEVELOPER, OR ANY OTHER THIRD PARTIES FOR WHOM THE DEVELOPER ENGAGED, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE. THE DEVELOPER SHALL NOT BE REQUIRED TO INDEMNIFY THE TOWN FROM CLAIMS CAUSED IN WHOLE OR IN PART BY THE TOWN'S NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACTS AND/OR OMISSIONS, OR ANY OTHER THIRD PARTIES FOR WHOM THE TOWN ENGAGED.

22. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by the Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of the Developer's obligation to defend the Town or as a waiver of the Developer's obligation to indemnify the Town pursuant to this Agreement. The Developer shall retain Town-approved defense counsel within ten (10) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

23. **Survival.** Paragraph 21, "Indemnification," shall survive the termination of this Agreement.

24. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

25. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

26. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

27. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

28. **Rough Proportionality.** The Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and the Developer hereby waives any claim therefor that it may have. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both the Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

29. **Attorney's Fees.** The Developer agrees to pay, or cause to be paid, to Prosper reasonable attorney's fees charged to the Town by the Town's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000.00 within ten (10) days upon receipt of an invoice of same from the Town.

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IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the Effective Date.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2023, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My commission expires: _____

DNT FRONTIER, LP,
a Texas limited partnership

By: DNT Frontier GP, LLC,
A Texas limited liability company
Its general partner

By: 
Printed Name: David Fogel
Title: Manager

STATE OF TEXAS)
COUNTY OF DALLAS)



Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David Fogel, Manager of DNT Frontier GP, LLC, the general partner of DNT Frontier, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 2ND day of October, 2023.



Notary public in and for the State of Texas
My commission expires: 12/6/2026

EXHIBIT A
(Property Legal Description)

WHEREAS, DNT FRONTIER, LP is the owner a 28.657 acre tract of land out of the Collin County School Land Survey, Section No. 12, Abstract No. 147, situated in the Town of Prosper, Collin County, Texas and being a portion of a called 70.91 acre tract of land conveyed to DNT Frontier, LP by deed of record in Document No. 20211122002383180 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the South end of a corner clip at the intersection of the East right-of-way line of Dallas Parkway (a variable width right-of-way) and the South right-of-way line of Frontier Parkway (County Road No. 5, a variable width right-of-way), being the most Westerly Northwest corner of said 70.91 acre tract and hereof;

THENCE, along the South right-of-way line of Frontier Parkway, being the common North line of said 70.91 acre tract, the following five (5) courses and distances:

1. N44°25'23"E, a distance of 71.45 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the North end of said corner clip;
2. N89°25'23"E, a distance of 417.85 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
3. N86°47'13"E, a distance of 239.17 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
4. N89°25'23"E, a distance of 243.00 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
5. N89°39'23"E, a distance of 29.31 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set for the Northeast corner hereof;

THENCE, leaving the South right-of-way line of Frontier Parkway, over and across said 70.91 acre tract, the following five (5) courses and distances:

1. S00°14'00"E, a distance of 94.41 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the left;
2. Along said tangent curve to the left, having a radius of 770.00 feet, a chord bearing of S02°47'18"E, a chord length of 68.65 feet, a delta angle of 05°06'37", an arc length of 68.68 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
3. S05°20'37"E, a distance of 152.57 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the right;
4. Along said tangent curve to the right, having a radius of 830.00 feet, a chord bearing of S02°50'37"E, a chord length of 72.41 feet, a delta angle of 05°00'00", an arc length of 72.43 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
5. S00°20'37"E, a distance of 876.90 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast corner of that certain right-of-way dedication as shown on the plat of Lakes of Prosper North - Phase 2, a subdivision of record in Volume 2015, Page 675 of the Plat Records of Collin County, Texas, also being the Northwest corner of Lot 5, Block A of said Lakes of Prosper North - Phase 2, also being in the South line of said 70.91 acre tract, for the Southeast corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped "SPIARS ENG" found at the Northeast corner of Lot 4, Block X of said Lakes of Prosper North - Phase 2, being the Southeast corner of said 70.91 acre tract, bears N89°18'34"E, a distance of 1,450.09 feet;

THENCE, S89°18'34"W, along South line of said 70.91 acre tract, being in part, the common North line of said right-of-way dedication of record and in part, the common North line of a called 29.6736 acre tract of land conveyed to TREJAX, LP by deed of record in Document No. 20121206001558000 of said Official Public Records, a distance of 1003.13 feet to a 1/2" iron rod with yellow plastic cap stamped "SPIARS ENG" found in the East right-of-way line of Dallas Parkway, being the Northwest corner of said 29.6736 acre tract, also being the Southwest corner of said 70.91 acre tract and hereof;

THENCE, along the East right-of-way line of Dallas Parkway, being the common West line of said 70.91 acre tract, the following three (3) courses and distances:

1. N01°32'44"E, a distance of 211.14 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the left;
2. Along said tangent curve to the left, having a radius of 5744.58 feet, a chord bearing of N00°24'01"E, a chord length of 229.65 feet, a delta angle of 02°17'26", an arc length of 229.67 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;

N00°44'43"W, a distance of 764.27 feet to the POINT OF BEGINNING and containing an area of 28.657 Acres, or (1,248,288 Square Feet) of land, more or less.

EXHIBIT B
(Roadway Improvements to be Constructed by Developer)

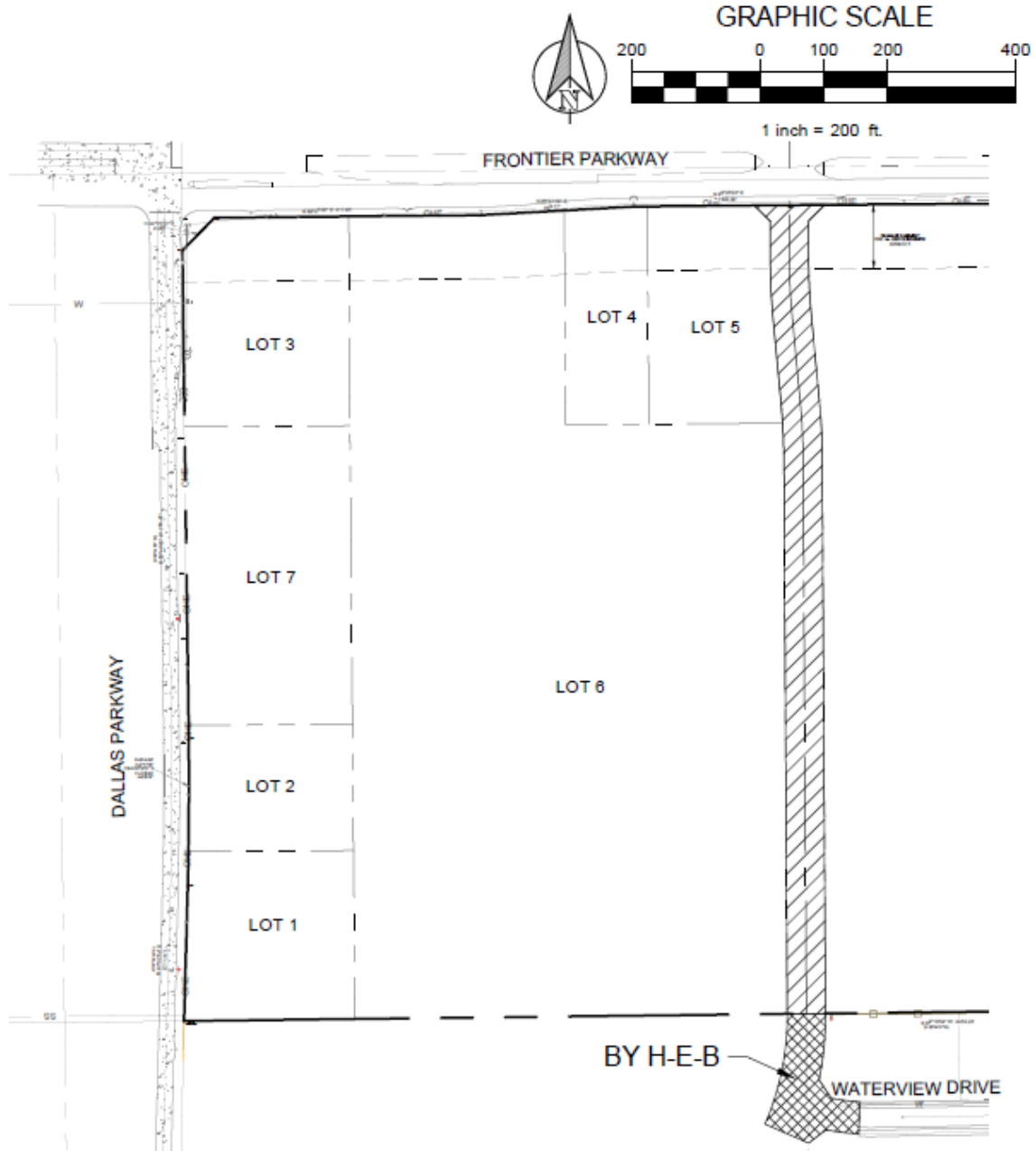


EXHIBIT C
(Area of Reimbursement)

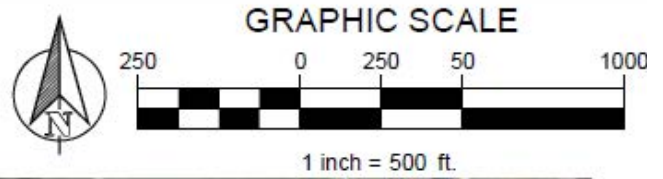


EXHIBIT D
(Estimated Construction Costs and Anticipated Roadway Impact Fees)

Date: 10/3/23

FRONTIER RETAIL CENTER - COLLECTOR ROAD BREAKDOWN ESTIMATE

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control & Excavation					
	Silt Fence	lf	1,042	\$ 2.75	\$ 2,865.50
	Mobilization	ea	2	\$ 4,500.00	\$ 9,000.00
	Furnish Construction Water Meter	ls	1	\$ 4,500.00	\$ 4,500.00
	Survey and Layout	ls	1	\$ 3,500.00	\$ 3,500.00
	Saw Cut and Remove Existing Curb & Gutter	lf	348	\$ 10.00	\$ 3,480.00
	Strip and Stockpile Topsoil On-Site	cy	819	\$ 2.00	\$ 1,638.00
	Site Excavation Cut to Fill	cy	1,785	\$ 8.00	\$ 14,280.00
	Cut Back Retaining Walls (Stockpile On-Site)	cy	411	\$ 5.00	\$ 2,055.00
	Import Common Fill to Bring Site to Grade	cy	876	\$ 17.00	\$ 14,892.00
	Fine Grading	sf	66,218	\$ 0.05	\$ 3,310.90
	Respread Topsoil	cy	620	\$ 5.00	\$ 3,100.00
	Excavate Pavement Subgrades	cy	9,062	\$ 2.00	\$ 18,124.00
	Moisture Condition Pavement Subgrades	cy	10,156	\$ 0.50	\$ 5,078.00
	Lime Stabilization Pavement Subgrade	sy	6,667	\$ 13.75	\$ 91,671.25
	Fine Grade Pavement Subgrade	sy	5,698	\$ 0.79	\$ 4,501.42
	Total Excavation				\$ 181,996.07
Water & Storm Utilities					
	6 Barrell 12x6 RCB 10' Deep	lf	80	\$ 7,432.50	\$ 594,600.00
	33" RCP 8' Avg Depth	lf	26	\$ 171.60	\$ 4,461.60
	30" RCP 7' Avg Depth	lf	150	\$ 145.30	\$ 21,795.00
	27" RCP 8' Avg Depth	lf	12	\$ 141.00	\$ 1,692.00
	24" RCP 7' Avg Depth	lf	530	\$ 123.00	\$ 65,190.00
	RCP Fittings	ls	1	\$ 2,680.00	\$ 2,680.00
	4x4 Wye Inlet w/apron 4' deep	ea	1	\$ 6,610.00	\$ 6,610.00
	10' Curb Inlet	ea	4	\$ 5,110.00	\$ 20,440.00
	PW Headwall with form liner (West)	lf	195	\$ 1,276.25	\$ 248,868.75
	PW Headwall with form liner (East)	lf	140	\$ 1,332.72	\$ 186,580.80
	CIP Retaining Wall	lf	176	\$ 364.32	\$ 64,120.32
	21" Rip Rap (No Grout)	sy	456	\$ 150.00	\$ 68,400.00
	5" Concrete Rip Rap	sf	4,500	\$ 8.00	\$ 36,000.00
	Testing /Trench Safety	lf	798	\$ 4.00	\$ 3,192.00
	Maintenance Bond	ea	1	\$ 33,001.00	\$ 33,001.00
	Staking / Layout	ls	1	\$ 2,230.00	\$ 2,230.00
	Mobilization	ea	1	\$ 7,500.00	\$ 7,500.00
	Payment & Performance Bond	ea	1	\$ 21,075.40	\$ 21,075.40
	Total Utilities				\$ 1,388,436.87
Paving					
	7" Concrete Paving	sy	5,393	\$ 59.00	\$ 318,187.00
	Street Header	lf	37	\$ 20.00	\$ 740.00
	Street Barricade	lf	37	\$ 65.00	\$ 2,405.00
	Barrier Free Ramp	ea	2	\$ 6,990.00	\$ 13,980.00
	7" Concrete Decel Pavement	sy	439	\$ 81.00	\$ 35,559.00
	Doweling / Connect to Existing Paving	lf	384	\$ 14.75	\$ 5,664.00
	Total Paving				\$ 376,535.00
Metal Railings					
	Bridge Rail	lf	168	\$ 265.09	\$ 44,535.12
	Hand Rail to Match Existing On Site	lf	204	\$ 297.60	\$ 60,710.40
	Engineering	ls	1	\$ 5,000.00	\$ 5,000.00
	Total Metal Railings				\$ 110,245.52
Painting / Staining					
	Paint form liner stone finish at Headwalls	lf	168	\$ 249.88	\$ 41,979.84
	Paint form liner stone finish at Retaining Wall	lf	180	\$ 294.24	\$ 52,963.20
	Total Painting				\$ 94,943.04
	SUBTOTAL				\$ 2,152,156.50
TOTAL					\$ 2,152,156.50

EXHIBIT D
**(Estimated Construction Costs and
 Anticipated Roadway Impact Fees)**

Note: These costs represent estimated construction costs. Per Paragraph I.C, the Developer shall bid the construction of the roadway improvements with three (3) qualified contractors and shall provide copies of the bids to the Town. The Developer and the Town shall mutually agree to the Contractor selected (lowest responsible bidder) prior to the Developer executing a contract for the roadway improvements.

Anticipated Roadway Impact Fees

Frontier Retail Center Impact Fee Reimbursement				
<u>Lot</u>	<u>Use</u>	<u>Development Unit</u>	<u>Estimated Size</u>	<u>Impact Fee</u>
1	BANK W/ DT	DRIVE IN LANES	2	\$55,054.00
2	COFFEE SHOP W/ DT	1000SF	2,000SF	\$77,550.00
3	RESTAURNT W/ DT	1000SF	4,4400SF	\$216,942.00
4	SUPERMARKET	1000SF	132,000SF	\$1,623,732.00
5	GAS STATION/CAR WASH	VEHICLE FUELING POSITIONS	10	\$46,150.00
6	NON FAST FOOD RESTAURANT	1000SF	4,600SF	\$33,731.80
7	NON FAST FOOD RESTAURANT	1000SF	4,600SF	\$33,731.80
EAST LAND	MEDICAL	1000SF	20,000SF	\$493,040.00
			TOTAL	\$2,579,931.60