

## DEVELOPMENT AGREEMENT

### RIVERDALE DRIVE EXTENSION PROJECT

This Agreement is entered into by and between **2-OI, LLC**, a Minnesota limited liability company, **PSG, LLC**, a Minnesota limited liability company, and the **City of Ramsey**, a Minnesota municipal corporation.

#### Recitals

1. The City is undertaking a road improvement project whereby Riverdale Drive N.W. is being extended eastward to Traprock Street N.W. The project impacts the following Torrens properties:

<u>Property</u>	<u>Owner</u>
Outlot A Tooth Acres	PSG, LLC
Outlot A The Diamonds	City of Ramsey
Outlot B Tooth Acres	County of Anoka
Lot 1 Block 1 The Diamonds	2-OI, LLC

The properties are shown on Exhibit 1.

2. The project includes the partial filling of an existing storm water pond marked as “E” on Exhibit 1, construction of a new storm water pond marked as “D” on Exhibit 1, and associated storm water piping.
3. This Agreement formalizes and updates the terms and conditions set forth by the parties in the Memorandum of Understanding executed in 2014.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing, the mutual promises and covenants contained in this Agreement, including the relinquishment of certain legal rights, and other good and valuable consideration, the sufficiency and receipt are hereby acknowledged, the Parties agree as follows:

#### Agreement

1. **Recitals.** The above recitals are incorporated within this Agreement.
2. **Effective Date.** The Effective Date of this Agreement is \_\_\_\_\_, 2015.

3. **Grant of Easements.** In anticipation of, and in consideration for, this Agreement, PSG, LLC and 2-OI, LLC (“the LLCs”) granted Public Street, Pedestrian Trail, Drainage and Utility Easements to the City, as outlined in the Construction Plan for the Riverdale Drive Extension dated June 19, 2014 (“Riverdale Extension Plan”). The Easements are generally portrayed as yellow highlighted areas on Exhibit 1. The executed Easements are attached as Exhibits 2 and 3.
4. **Consideration.** In consideration for the LLCs granting the Easements described in Paragraph 3, and for performing their other obligations as set forth in this Agreement, the City agrees to the following:
  - a. The Riverdale Extension will be aligned so as to allow sufficient land (a minimum of 43,560 square feet) on that area of Outlot A Tooth Acres (marked as “C” on Exhibit 1) to provide one commercial, buildable lot. The remaining portion of “C” will be utilized for pedestrian trail facility and storm water purposes and PSG, LLC agrees to dedicate permanent trail and drainage and utility easements to the City consistent with those purposes.
  - b. The City will construct the Riverdale Extension consistent with the engineering specifications referred to in the Riverdale Extension Plan. The City warrants that the Riverdale Extension will provide access to Outlot A Tooth Acres, Lot 1 Block 1 The Diamonds, and Outlot B Tooth Acres. All engineering and other ancillary costs associated with construction of the Riverdale Extension shall be at the City’s expense.
  - c. The City is responsible for any grading required for the construction of the Riverdale Extension. In order to facilitate the grading, the LLCs hereby grant to the City a temporary access easement over Lot 1 Block 1 The Diamonds, and Outlot A Tooth Acres, for the purposes of transporting fill. In addition, the LLCs agree that the City may obtain fill from the area designated as “D” on Exhibit 1.
  - d. The City, with the cooperation of the LLCs, will obtain the appropriate permits and governmental approvals relating to the following: (i) mitigation for the storm water pond within that parcel marked as “E” on Exhibit 1; and (ii) construction of a storm water pond within a portion of Lot 1 Block 1 The Diamonds designated as “D.” The LLCs will bear the expense of the actual filling, grading, or excavation of storm water ponds on “D” and “E,” except that portion excavated and filled for the Riverdale Extension identified in Paragraph 4(c) above. The LLCs shall obtain all necessary City permits and approvals for the excavation and improvements for which they are responsible pursuant to this Paragraph.

- e. The City will provide up to six water service stubs on the Riverdale Extension at those locations determined by the LLCs.
- f. The City will provide one sanitary sewer stub to Outlot A Tooth Acres and one additional sanitary sewer service to that portion of Outlot A Tooth Acres designated as “C”.
- g. The City will provide four concrete aprons on the Riverdale Extension to access the property owned by the LLCs, with the locations determined by the LLCs. The LLCs agree to pay for two additional concrete aprons constructed per the LLCs request as included under items 2531.507 in Exhibit 4.

**5. Outlot B Tooth Acres.**

- a. As additional consideration for obtaining the Easements described herein, the City will work with Anoka County to obtain title to Outlot B Tooth Acres, and upon receiving title agrees to convey that portion of Outlot B Tooth Acres designated as “E” in Exhibit 1 to 2-OI LLC, except for that portion of Outlot B Tooth Acres retained by the City as part of the Riverdale Extension.
- b. The City will allow drainage into the storm water pond located on the property described as “F” in Exhibit 1 for any improvements or developments on Outlot A Tooth Acres, Lot 1 Block 1 The Diamonds, or the property designated as “E,” subject to the City acquiring ownership of the portion of Outlot B Tooth Acres identified in paragraph 5(a) above.

**6. Storm Sewer Pipe Cost Sharing.**

- a. 2-OI, LLC agrees to fund the entire cost of installing all 72-inch storm water pipe in excess of the 77 linear feet of pipe called for in the Riverdale Extension Plans. The purpose of the additional pipe is to route storm water to pond “F,” as labeled on Exhibit 1. For purposes of this Paragraph, the “entire cost” is all costs over and above the City’s cost of installing the first 77 linear feet of storm water pipe for the Riverdale Extension Project. The exact location of the storm water pipe may not be as shown on Exhibit 2 due to the re-routing to pond “F,” as labeled on Exhibit 1. 2-OI, LLC shall pay for the actual pipe length and all related costs as shown in Exhibit 4.
- b. All storm water improvements shall be installed by the City’s contractor and approved by Anoka County and any other regulatory authorities with jurisdiction.

- c. 2-OI, LLC shall submit payment for its share of the storm water improvements as described in Paragraph 6(a) above upon obtaining title to Outlot B Tooth Acres.
7. **Storm Water Pond Grading.** The LLCs are responsible for completing the necessary grading work relating to the storm water pond on the property identified as “D” on Exhibit 1. The LLCs shall convey a permanent drainage and utility easement to the City and Anoka County over, under, and across “D.”
8. **Access by City During Construction.** During construction of the Riverdale Extension Project, the LLCs shall allow the City access to Outlot A Tooth Acres, Lot 1 Block 1 The Diamonds, and “E” for purposes of construction and road improvement at no charge. The City shall restore any disturbed areas that are caused by the construction or road improvement that diminishes the value of the property or requires repair.
9. **No Assessments for Riverdale Extension.** The City agrees that the LLCs will not be assessed for the construction, engineering, and other ancillary costs of completing the Riverdale Extension Project or the trail and utility easements that are referenced in this Agreement.
10. **Other Charges and Assessments.** The City agrees that until there is a filing of a plat or building permit application for the development of Outlot A Tooth Acres, Lot 1 Block 1 The Diamonds, or the property identified as “E,” it will not assess or charge those properties for water access connections, sewer access connections, park dedication, water management fee, escrow for street lights, inspection fees, water or sewer handling fee, or platting fees.
11. **Selection of Contractor.** The LLCs have the option, but are not required, to use the same contractor that the City selects to perform its portion of the work relating to the improvements to perform the work required under this Agreement.
12. **Future Work.** The Parties agree to work together to define the future access to service the lots created by the future subdivision of Tooth Acres and The Diamonds, and that access between the future subdivisions will be provided internally to reduce congestion on Riverdale Drive.
13. **Storm Water Pond Maintenance.** The proposed storm water pond identified as “D” and the current storm water pond located in “F” shall be maintained by the City at its own expense.
14. **Pedestrian Walkway and Easement.** The City agrees that the replacement of the existing pedestrian walkway on “E” affected by the Riverdale Extension Project

will be installed and located consistent with the LLCs' potential use on a North/South alignment as much as reasonably possible. The LLCs agree to grant a trail easement to the City across "E" for the replacement pedestrian walkway.

15. **Pedestrian Overpass Easement.** The LLCs will dedicate an easement to the City on Outlot A Tooth Acres, adjacent to the Riverdale Extension for a pedestrian overpass such that an ADA compliant connection can be made with the proposed and existing pedestrian walkways.
16. **Drainage and Utility Easements.** The LLCs agree to provide a permanent drainage and utility easement over, under, and across a portion of "E" in the general alignment of the extended storm sewers, as referenced in Paragraph 6(a). The LLCs acknowledge and agree that said easement will not interfere with their intended use of "E."
17. **Choice of Law and Severability.** This Agreement shall be governed by the laws of the State of Minnesota. If a court of competent jurisdiction determines that any part of this Agreement is void or voidable, violates any law, or is otherwise unenforceable, the remaining portions of this Agreement will remain in full force and effect, unless the remaining portions would not serve the original purpose of this Agreement.
18. **Joint Drafting.** This Agreement must be construed to have been drafted equally by the Parties.
19. **Responsibility for Costs.** With the exception of the costs assumed by the Parties pursuant to this Agreement, each Party shall be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.
20. **Enforcement.** Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time.
21. **Voluntary Agreement.** All Parties have voluntarily signed this Agreement. No Party has been threatened, coerced, intimidated, or otherwise forced to sign this agreement by any other Party, any officer, employee, agent, representative, or attorney of any other Party, or any other person or entity acting on behalf of any other Party.

22. **Relationship of the Parties.** Nothing in this Agreement shall be construed to create any partnership, joint venture, or employment relationship between the LLCs, and/or their employees, officers, directors, and/or agents, and the City and/or its employees, officers, directors, and/or agents. The Parties understand and agree that this Agreement does not create any rights or obligations beyond those expressly contained herein.
23. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the matters addressed in this document. This Agreement supersedes any and all prior agreements between the Parties, including, but not limited to, the Memorandum of Understanding (“MOU”) executed by the LCCs on or about February 19, 2014. No Party has relied upon any statements, promises or representations other than those contained in this Agreement. No changes to this Agreement shall be valid unless they are in writing and signed by both Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By signing below, each Party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement with legal counsel, that it understands this Agreement, and that it agrees to be legally bound by all terms of this Agreement.

Dated: 8-20, 2015

**2-OI, LLC**  
By: *Pamela S Deal*  
Its: *Chief Manager*

Dated: 8-20, 2015

**PSG, LLC**  
By: *Pamela S Deal*  
Its: *Chief Manager*

**THE CITY OF RAMSEY**

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_

Its: Mayor

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_

Its: City Administrator



## Exhibit 2

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### PUBLIC STREET, PEDESTRIAN TRAIL, DRAINAGE & UTILITY EASEMENT AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS**, for valuable consideration, **2-OI**, a **limited liability company under the laws of the State of Minnesota**, “**LANDOWNER**”, hereby grants, sells, and conveys to the **CITY OF RAMSEY**, a **Minnesota municipal corporation**, “**CITY**”, a perpetual easement for the public purposes described in paragraph 1. below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

See attached **Exhibit A** for legal description  
(the “Easement Area”)

#### EXEMPT FROM STATE DEED TAX

1. **The Easement Purposes.** The Easement shall be used for the following public purposes:
  - a. **Trail Easement.** The Easement Area shall be for pedestrian trail purposes to be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. Motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted. The trail easement shall not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the trail easement shall not be used for horseback riding. No structures, obstructions or fences shall be allowed in the trail easement area unless written approval is granted by the **CITY**.
  - b. **Public Street and Right-of-Way.** The Easement Area shall be used for the purposes of construction, maintenance, repair and/or replacement of a public street and road right-of-way and uses incident thereto.

- c. Drainage and Utility. The Easement Area shall be used for purposes of the construction, maintenance, repair and replacement of a storm water drainage system and sanitary sewer and municipal water system and such other public utilities as deemed necessary by the City, and uses incident thereto.

2. Hazardous Substances.

The CITY shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to the Easement Area or adjacent property prior to the date hereof.

3. Liability and Indemnification.

The City hereby agrees to indemnify and save the LANDOWNER harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the use of the Easement Area by the City, its contractors and agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of LANDOWNER.

4. No Waiver of Governmental Immunity.

Nothing contained herein shall be deemed a waiver by the CITY of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by LANDOWNER, its successors or assigns, shall be subject to any governmental immunity defenses of the CITY and the maximum liability limits provided in Minnesota Statute Chapter 466.

5. Disposal of Excavated Material.

The right is hereby granted to the CITY to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the CITY may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

6. Granting Clause.

LANDOWNER covenants that it is the owner of the Easement area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the LANDOWNER has caused this Easement agreement to be executed on the 14<sup>th</sup> day of MAY, 2014.

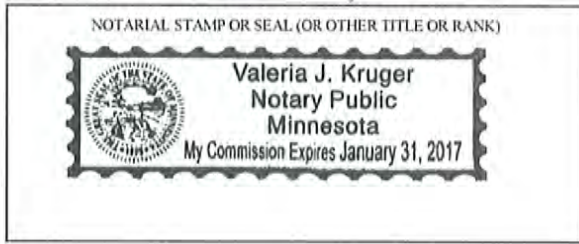
2-OI, LLC

By:   
Its: Chief Manager

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me on the 14<sup>th</sup> day of May, 2014, by Janeta S Deal, the Chief Manager for 2-OI,LLC a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Valeria J Kruger  
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

RANDALL, GOODRICH & HAAG P.L.C.  
2140 Fourth Avenue North  
Anoka, Minnesota 55303  
Telephone: (763) 421-5424

## EXHIBIT A

A perpetual easement for public right-of-way, trail and drainage & utility over, under and across that part of LOT 1, BLOCK 1, THE DIAMONDS, Anoka County, Minnesota according to the recorded plat thereof, described as follows:

Beginning at the northwest corner of said LOT 1, BLOCK 1; thence on an assumed bearing South 21 degrees 57minutes 04 seconds West along the west line of said LOT 1, BLOCK 1 a distance of 26.14; thence South 46 degrees 04 minutes 01 seconds East a distance of 59.72 feet; thence southeast a distance of 104.37 feet along a tangential curve concave to the northeast having a radius of 340.00 feet and a central angle 17 degrees 35 minutes 16 seconds; thence South 63 degrees 39 minutes 17 seconds East a distance of 372.01 feet; thence southerly a distance of 255.12 feet to the east line of said LOT 1, BLOCK 1 along a tangential curve to the southwest having a radius of 260.00 feet and a central angle of 56 degrees 13 minutes 10 seconds; thence North 00 degrees 00 minutes 55 seconds East along the east line of said LOT 1, BLOCK 1 a distance of 195.46 to the northeast corner of said LOT 1, BLOCK 1; thence North 63 degrees 38 minutes 56 seconds West a distance of 662.99 to the point of beginning.

### Exhibit 3

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## PUBLIC STREET, PEDESTRIAN TRAIL, DRAINAGE & UTILITY EASEMENT AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS**, for valuable consideration, **PSG, LLC**, a State of Minnesota limited liability company, "**LANDOWNER**", hereby grants, sells, and conveys to the **CITY OF RAMSEY**, a Minnesota municipal corporation, "**CITY**", a perpetual easement for the public purposes described in paragraph 1. below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

See attached **Exhibit A** for legal description  
(the "Easement Area")

### EXEMPT FROM STATE DEED TAX

7. **The Easement Purposes.** The Easement shall be used for the following public purposes:
  - a. **Trail Easement.** The Easement Area shall be for pedestrian trail purposes to be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. Motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted. The trail easement shall not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the trail easement shall not be used for horseback riding. No structures, obstructions or fences shall be allowed in the trail easement area unless written approval is granted by the **CITY**.
  - b. **Public Street and Right-of-Way.** The Easement Area shall be used for the purposes of construction, maintenance, repair and/or replacement of a public street and road right-of-way and uses incident thereto.

- c. Drainage and Utility. The Easement Area shall be used for purposes of the construction, maintenance, repair and replacement of a storm water drainage system and sanitary sewer and municipal water system and such other public utilities as deemed necessary by the City, and uses incident thereto.

**8. Hazardous Substances.**

The CITY shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to the Easement Area or adjacent property prior to the date hereof.

**9. Liability and Indemnification.**

The City hereby agrees to indemnify and save the LANDOWNER harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the use of the Easement Area by the City, its contractors and agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of LANDOWNER.

**10. No Waiver of Governmental Immunity.**

Nothing contained herein shall be deemed a waiver by the CITY of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by LANDOWNER, its successors or assigns, shall be subject to any governmental immunity defenses of the CITY and the maximum liability limits provided in Minnesota Statute Chapter 466.

**11. Disposal of Excavated Material.**

The right is hereby granted to the CITY to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the CITY may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

**12. Granting Clause.**

LANDOWNER covenants that it is the owner of the Easement Area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the LANDOWNER has caused this Easement agreement to be executed on the 14<sup>th</sup> day of MAY, 2014.

PSG, LLC

By:   
Its: Chief Manager



## EXHIBIT A

An 80 foot perpetual easement for public right-of-way, trail, drainage & utility over, under and across that part of OUTLOT A, TOOTH ACRES, Anoka County, Minnesota according to the recorded plat thereof, the centerline described as follows:

Commencing at the Northwest corner of said OUTLOT A; thence on an assumed bearing of South 00 degrees 09 minutes 27 seconds West along the west line of said OUTLOT A a distance of 330.02 feet to the point of beginning of said centerline; thence South 59 degrees 29 minutes 12 seconds East a distance of 27.45 feet; thence southeasterly a distance of 244.95 feet along a tangential curve concave to the north having a radius of 300.00 feet, and a central angle of 46 degrees 46 minutes 55 seconds; thence North 73 degrees 43 seconds 53 minutes East a distance of 143.41 feet; thence northeasterly a distance of 223.16 feet along a tangential curve concave to the south having a radius of 300.00 feet, and a central angle of 42 degrees 37 minutes 11 seconds; thence South 63 degrees 38 minutes 56 seconds East a distance of 644.74 feet to the east line of said OUTLOT A and there terminating, the side lines are lengthened and shortened to terminate on the west and east line of said OUTLOT A.

RIVERDALE DRIVE RECONSTRUCTION / EXTENSION - ARMSTRONG BOULEVARD TO TRAPROCK STREET; IMPROVEMENT PROJECT #12-22										
CHANGE ORDER #2 COST-SHARE - CITY OF RAMSEY & PSG/2-OI, LLC										
Item No.	Item Description	Unit Price	Units	City CO2 Qty	LLCs CO2 Qty	City CO2 Qty	LLCs CO2 Cost	City CO2 Cost	LLCs CO2 Cost	Notes
2104.501	Remove Fence	\$ 5.25	LF	160	0	\$ 840.00	\$ -	\$ -	\$ -	For access road to allow future maintenance of pond 2
2104.501	Remove Sewer Pipe (Storm)	\$ 24.00	LF	0	100	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00	(MOU) 72" storm sewer realignment needed to fill north pond
2014.503	Remove Bituminous Walk	\$ 1.00	SF	0	667	\$ -	\$ -	\$ -	\$ 667.00	(MOU) 72" storm sewer realignment needed to fill north pond
2104.505	Remove Bituminous Median	\$ 5.28	SY	755	0	\$ 3,986.40	\$ -	\$ 3,986.40	\$ -	Bituminous pavement was 10" thick at Traprock St. crossover
2104.601	Remove Miscellaneous Debris	\$ 3,258.41	LS	0	1	\$ -	\$ 3,258.41	\$ -	\$ 3,258.41	PSD was to remove C&G, bit, pipe, and fence before construction
2105.501	Common Excavation	\$ 4.49	CY	45021	0	\$ 202,144.29	\$ -	\$ 202,144.29	\$ -	Used pond 2 excavation topo 12/08/2014
2105.601	Dewatering	\$ 17,333.33	LS	0	1	\$ -	\$ 17,333.33	\$ -	\$ 17,333.33	(MOU) Additional dewatering needed to realign 72" RCP
2105.619	Minor Grading	\$ 204.00	RDST	6	0	\$ 1,224.00	\$ -	\$ 1,224.00	\$ -	Changed profile from sta. 5+00 to 11+00 for D/W trail crossings
2111.501	Aggregate Base Class 5 (Mod.)	\$ 12.00	TON	0	177	\$ -	\$ 2,124.00	\$ -	\$ 2,124.00	(MOU) Aggregate to realign trail over 72" RC pipe
2360.501	Type SP 12.5 Wearing Course Mix (3,B)	\$ 70.00	TON	0	73	\$ -	\$ 5,110.00	\$ -	\$ 5,110.00	(MOU) Bituminous to realign trail over 72" RC pipe
2501.511	15" CS Pipe Culvert	\$ 35.00	LF	83	0	\$ 2,905.00	\$ -	\$ 2,905.00	\$ -	Reduced culvert size to achieve cover in Hwy 10 median crossover
2501.515	15" CS Safety Apron and Grate Des 3128	\$ 485.00	EA	2	0	\$ 970.00	\$ -	\$ 970.00	\$ -	Reduced culvert size to achieve cover in Hwy 10 median crossover
2501.515	30" RC Pipe Apron	\$ 800.00	EA	0	1	\$ -	\$ 800.00	\$ -	\$ 800.00	(MOU) 30" pipe apron for storm alignment change pond 2
2501.602	Safety Grate for 42" RC Pipe Apron	\$ 1,800.00	EA	1	0	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	Safety grate for 42" pipe apron for pond 2
2503.541	30" RC Pipe Sewer Des 3006 Cl. III	\$ 57.00	LF	0	52	\$ -	\$ 2,964.00	\$ -	\$ 2,964.00	(MOU) 30" pipe for storm alignment change pond 2
2503.541	42" RC Pipe Sewer Des 3006 Cl. III	\$ 97.00	LF	0	167	\$ -	\$ 16,199.00	\$ -	\$ 16,199.00	(MOU) Extra 42" RC pipe for pond 2 storm alignment change
2503.541	42" RC Pipe Sewer Des 3006 Cl. V	\$ 151.77	LF	120	0	\$ 18,212.40	\$ -	\$ 18,212.40	\$ -	Extra 42" RC pipe for pond 2 storm alignment change
2503.541	72" RC Pipe Sewer Des 3006 Cl. III	\$ 270.00	LF	0	355	\$ -	\$ 95,850.00	\$ -	\$ 95,850.00	(MOU) 72" storm sewer realignment needed to fill north pond
2503.602	Connect to Existing Storm	\$ 1,300.00	EA	4	0	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -	Needed to swap sanitary and storm sewer alignments
2506.502	Const. Drainage Structure Des 84-4020	\$ 10,000.00	EA	0	1	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	(MOU) 84" skimmer structure for storm alignment change pond 2
2506.602	Adjust Drainage Structure	\$ 7,681.46	EA	0	1	\$ -	\$ 7,681.46	\$ -	\$ 7,681.46	(MOU) Adjusting MH 40 for realigned 72" storm sewer to fill north pond
2506.602	Casting Assembly Special	\$ 199.57	EA	1	0	\$ 199.57	\$ -	\$ 199.57	\$ -	Revised casting type at sta. 3+25
2531.507	6" Concrete Driveway Pavement	\$ 52.00	SY	310	30	\$ 16,120.00	\$ 1,560.00	\$ 16,120.00	\$ 1,560.00	(MOU) Additional 6" concrete D/W aprons - PSD requested 6
2531.507	8" Concrete Driveway Pavement	\$ 15.85	SY	795	30	\$ 12,600.75	\$ 475.50	\$ 12,600.75	\$ 475.50	(MOU) Increase to 8" concrete D/W aprons - PSD requested 6
2535.501	Bituminous Curb	\$ 3.13	LF	1096	0	\$ 3,430.48	\$ -	\$ 3,430.48	\$ -	Temporary curb due to Armstrong interchange construction
2545.509	Conduit System (Lighting)	\$ 6,145.00	LS	1	0	\$ 6,145.00	\$ -	\$ 6,145.00	\$ -	Trench install conduit under driveways for Riverdale street lights
2545.601	Electrical Service	\$ 165.00	LS	1	0	\$ 165.00	\$ -	\$ 165.00	\$ -	Lift Station electrical disconnect
2564.601	Traffic Signs and Devices	\$ 440.00	LS	1	0	\$ 440.00	\$ -	\$ 440.00	\$ -	Added local business access signing
2573.540	Filter Log Type Compost Log	\$ 3.15	LF	158	0	\$ 497.70	\$ -	\$ 497.70	\$ -	Required per temporary erosion control special provision 2573.5E
2575.623	Hydroseeding	\$ 594.30	MGAL	9	0	\$ 5,348.70	\$ -	\$ 5,348.70	\$ -	Required per temporary erosion control special provision 2573.5E
<b>TOTALS</b>								<b>\$ 282,229.29</b>	<b>\$ 166,422.70</b>	<b>\$ 448,651.99</b>