

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

**OPEN SPACE FACILITIES
IMPROVEMENT AGREEMENT
(Hwy 121 and Watters Addition)**

This **OPEN SPACE FACILITIES IMPROVEMENT AGREEMENT** (“**Agreement**”) is made by and between the **City of Allen** (“**City**”), a Texas home rule municipality, and **Dalcor Holdings, LLC**, (“**Developer**”), a Texas limited liability company, acting by and through their duly authorized representatives. City and Developer are referred to herein collectively as “**the Parties**” or separately as “**Party**”.

R E C I T A L S:

WHEREAS, Developer is the owner of or is under contract to purchase the Developer’s Property (as defined below); and

WHEREAS, following Developer’s purchase of the Developer’s Property, Developer desires to develop the Developer’s Property in accordance with the Development Regulations; and

WHEREAS, in order to develop the Developer’s Property as desired by Developer, Developer has insufficient area on the Developer’s Property for development and use as public open space as required by the Development Regulations; and

WHEREAS, the PD Ordinance authorizes Developer, at Developer’s option, to satisfy the minimum open space requirements relating to the development of the Developer’s Property to be satisfied by an agreement that provides for the development of the City Property in accordance with the Concept Plan; and

WHEREAS, the Parties desire to enter this Agreement for the purposes of setting forth the terms and conditions by which Developer will develop the City Property in accordance with the Concept Plan.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which, are hereby acknowledged by the Parties agree as follows:

**Article I
Term**

The term of this Agreement shall commence on the Effective Date and shall continue until all Parties have fully performed all terms and conditions of this Agreement, unless sooner terminated as provided herein.

Article II Definitions

“ALDC” means the Allen Land Development Code, as amended from time to time or succeeded.

“Approved Construction Documents” means the plans and specifications for the design, installation and construction of the respective Open Space Improvements as approved by the Director, inclusive of any change orders amending such plans and specifications that have been approved by the Director.

“City Property” means the real property dedicated to City for drainage purposes and recreation purposes and described as Lot 1X, Block B, Starcreek Commercial, an addition to the City of Allen, Collin County, Texas, according to the map or plat recorded in Cabinet Q, Slide 643-644, Plat Records, Collin County, Texas.

“Commencement of Construction” means that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Open Space Improvements on the City Property; (ii) all necessary permits for the construction of the Open Space Improvements on the City Property pursuant to the respective plans therefore have been issued by all applicable governmental authorities; and (iii) grading of the City Property has commenced in furtherance of construction of the Open Space Improvements.

“Completion of Construction” means the Open Space Improvements have been completed in accordance with the Approved Construction Documents and accepted by City.

“Concept Plan” means the “Open Space Concept Plan” attached hereto as Exhibit B and incorporated herein by reference.

“Developer’s Property” means that certain 7.37 acre tract of land located in the Francis Dosser Survey, Abstract No. 280, City of Allen, Collin County, Texas, more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference.

“Development Regulations” mean, collectively, City’s ordinances and regulations applicable to the development and use of Developer’s Property including, but not limited to, the ALDC and the PD Ordinance.

“Director” means City’s Director of the Parks and Recreation Department, or designee.

“Effective Date” shall mean the later of (i) the date this Agreement (inclusive of original counterparts) bears the signature of authorized representatives of all of the Parties, and (ii) the date the PD Ordinance is approved.

“Open Space Improvements” means the hardscape, landscape, pond, and utilities and electrical improvements generally described in Exhibit “C” attached hereto and incorporated herein by reference to be constructed by Developer on the City Property pursuant to this Agreement in accordance with the Approved Construction Documents.

“PD Ordinance” means City of Allen, Texas, Ordinance No. _____ approved on November 12, 2019.

Article III

Open Space Improvements

3.1 Design of Open Space Improvements. Developer shall, at Developer’s sole cost, engage the services of such professional engineers and landscape architects licensed in the State of Texas and reasonably acceptable to City (collectively “**Developer’s Professionals**”). Developer and Developer’s Professionals shall be responsible for preparing Schematic Design plans of the Open Space Improvements based on the Concept Plan. Developer shall cause the Developer’s Professionals to prepare preliminary construction documents for the Open Space Improvements (the “**Preliminary Construction Documents**”) and submit the same to City for review and approval. The Director shall review the Preliminary Construction Documents and provide comments to Developer’s Professionals and Developer not later than thirty (30) days after delivery of such documents to City. Not later than thirty (30) days after City review and approval of the Preliminary Construction Documents, Developer shall cause the Developer’s Professionals to prepare final construction documents for the Open Space Improvements (the “**Final Construction Documents**”) for review and approval by City. Upon approval of the Final Construction Documents by the Director, the Final Construction Documents shall be deemed to be the Approved Construction Documents.

3.2 Project Construction. Developer agrees to construct and install the Open Space Improvements at its own expense in accordance with the Approved Construction Documents. Developer shall cause Completion of Construction of the Open Space Improvements to occur on or before the date of Developer’s written request for the first requested certificate of occupancy on Developer’s Property. Developer acknowledges and agrees that City shall have no obligation to grant any certificates of occupancy or approval of a final inspection until Completion of Construction of the Open Space Improvements has occurred.

3.3 Construction Phase Responsibilities. Developer shall be responsible for all costs related to (i) construction of the Open Space Improvements, (ii) construction inspection services, including inspection for compliance with the Texas Accessibility Standards by the Texas Department of Licensing and Regulation (“TDLR”); (iii) utility billings until substantial Completion of Construction of the Open Space Improvements; (iv) preparation, review and approval of the Approved Construction Documents, plans, submittals and change orders (not including the costs incurred by City in conducting City’s review of the Preliminary Construction Documents or Final Construction Documents), (v) construction contract management for the Open Space Improvements; (vi) survey for design and staking; (vii) the cost of all utilities for the Open Space Improvements during construction until Completion of Construction, unless

otherwise provided herein; and (vii) maintenance of all Open Space Improvements until Completion of Construction.

3.4 Grant of License. Subject to the terms, conditions, and restrictions set forth in this Agreement, City finds that it will serve the public purpose to grant, and it does hereby grant, to Developer a revocable, non-exclusive license (“**the License**”) to enter onto and use the City Property for the purpose of (i) constructing the Open Space Improvements, and (ii) performing such other tasks that this Agreement obligates Developer, its successors and assigns to perform. This Agreement and the License granted hereby are subject to any existing public or private easement and/or facility located in, on, under, above, across or upon the City Property, to all vested rights presently owned by any utility or communication company, public or private, for the use of the City Property for facilities presently located within the boundaries of the City Property and to any existing lease, license, or other interest in the City Property granted by City to any individual, corporation or other entity, public or private now or hereafter. The License shall terminate and no longer be effective upon termination of this Agreement. Developer shall notify City not later than three (3) business day prior to Commencement of Construction and shall provide City with an estimated time of completion.

3.5 Ownership and Future Maintenance of Open Space Improvements. The Parties understand, acknowledge, and agree that, upon Completion of Construction, Developer will have no ownership interest in the Open Space Improvements or any portion of the City Property upon which the Open Space Improvements have been constructed or installed. All future maintenance of the Open Space Improvements shall be solely the responsibility of City. Prior to Completion of Construction, Developer (or its contractor) shall provide City with a maintenance bond with a term of not less than two years for the value of the Open Space Improvements, listing City as the Obligee/Owner.

3.6 Indemnification.

(a) Developer agrees to indemnify, defend, and hold harmless City, its officers, agents, partners, and employees (collectively, the “Indemnified Parties”) against and from any and all claims, loss, cost, damage, or expense, including reasonable attorney’s fees, arising out of or from or related to the negligence or willful misconduct of such Developer, its agents, employees, partners, shareholders, agents, contractors subcontractors, invitees, or guests prior to Completion of Construction, except to the extent caused by the willful misconduct or negligence of any of the Indemnified Parties, and only then to the extent of the proportion of any fault determined against the Indemnified Party. The provisions of this Section 3.6 shall survive the expiration or earlier termination of this Agreement.

(b) City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the negligence or willful misconduct of Developer pursuant to this Agreement. Developer hereby waives all claims against City, its officers, agents and employees (collectively referred to in this section as “City”) for damage to any property or injury to, or death of, any person

arising at any time and from any cause other than the sole negligence or willful misconduct of City. Developer does hereby indemnify and save harmless City from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property arising from Developer's breach of any of the terms and conditions of this Agreement, or by reason of any negligence or willful misconduct on the part of Developer, its officers, directors, servants, agents, employees, representatives, contractors, subcontractors, licensees, successors or permitted assigns in the performance of this Agreement (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to the sole negligence or willful act of City). In the event of joint or concurrent negligence of both City and Developer, the responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity available to City and without waiving any defenses of the Parties under Texas law. If any action or proceeding shall be brought by or against City in connection with any such liability or claim, Developer shall be required, on notice from City to defend such action or proceedings at Developer's expense, by or through attorneys reasonably satisfactory to City. The provisions of this Section 3.6 are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(c) Notwithstanding anything in this Agreement to the contrary, Developer's indemnity obligations set forth in this Section 3.6 shall not include claims for damages or injuries that are caused by any patent or latent condition of the City Property that existed on or prior to the Effective Date; provided, however, this Section 3.6(c) does not relieve Developer from liability for claims relating to damages to or destruction of any improvements or facilities located on, under, or over the City Property caused by the negligence or willful misconduct of Developer or Developer's officers, directors, employees, agents, representatives, contractors, subcontractors, licensees, successors or permitted assigns during the Term of this Agreement.

3.7 Insurance. During the Term of this Agreement, Developer shall obtain and maintain in full force and effect at its expense, and shall cause each of Developer's contractors engaged by Developer to enter the City Property and construct a portion of the Open Space Improvements to obtain and maintain at their expense, the following policies of insurance and coverage:

(a) **Commercial General Liability Policy** covering bodily injury, death and property damage, including the property of City, its officers, contractors agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including

products and completed operations coverage. This policy shall be primary to any policy or policies carried by or available to City.

(b) **Workers' Compensation/Employer's Liability Insurance Policy** in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000/\$500,000.

(c) **Waiver of Subrogation Rights.** The Commercial General Liability, Worker's Compensation, and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against City.

(d) **Additional Insured Status.** With the exception of Worker's Compensation Insurance, all insurance required by this Agreement shall include and name City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

(e) **Certificates of Insurance.** Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work on the City Property. On every date of renewal of the required insurance policies, Developer shall cause (and cause its contractors to cause) a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Developer shall, not later than ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement. All policies and endorsements shall remain in effect until the termination of this Agreement.

(f) **Notice of Non-Renewal, etc.** Each and every insurance policy required to be carried by or on behalf of Developer or Developer's contractor pursuant to this Agreement shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Developer or Developer's contractor pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

(g) **Carriers.** All policies of insurance required to be obtained by Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker.

3.8. No Liens; Bonds. Developer understands and acknowledges that, as property owned by a home rule municipality, a valid lien cannot attach on the City Property to secure the payment of the cost of labor and materials related to the construction of the Open Space Improvements on the City Property. Developer shall require its contractor to obtain payment and performance bonds in the amount of the costs for construction of the Open Space Improvements in compliance with Chapter 2253, Texas Government Code, as amended, with both Developer and City as owners for purpose of the construction of the Utility Improvements.

3.9 Restoration of City Property. Prior to Completion of Construction, Developer shall return the surface of the City Property to as close as reasonably practical to its original condition prior to Commencement of Construction save and except for changes made in accordance with the Approved Construction Plans for the Open Space Improvements. The area of the City Property where the Open Space Improvements are located shall be restored in accordance with the Approved Plans.

3.10 Issuance of Certificates of Occupancy. Developer acknowledges and agrees that, in accordance with the PD Ordinance, City shall have no obligation to issue any certificates of occupancy for any building construction on the Developer's Property until Completion of Construction of the Open Space Improvements.

Article IV Termination

This Agreement may be terminated by the mutual written agreement of the Parties. Either Party may terminate this Agreement if the other Party breaches any of the terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of written notice thereof. Notwithstanding anything contained herein to the contrary, this Agreement shall automatically terminate upon Completion of Construction save and except for those provisions of this Agreement that expressly survive the termination of this Agreement.

Article V
Miscellaneous

5.1 **Notice.** All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery.

If to City:

City of Allen, Texas
Attn: City Manager
305 Century Parkway
Allen, Texas 75013

With Copies to:

Director of Parks and Recreation
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If to Developer:

Dalcor Holdings, LLC
Attn: Kathi Yeager, Principal
15560 North Dallas Parkway, Suite 1100
Dallas, Texas 75248

With Copies to:

Dalcor Holdings, LLC
Attn: Ron Murff, Principal
15560 North Dallas Parkway, Suite 1100
Dallas, Texas 75248

5.2 **Compliance with Laws.** Developer shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

5.3 **Successors and Assigns.** All obligations and covenants of the Developer under this Agreement shall be binding on the Developer, its successors and permitted assigns. The Developer may not assign this Agreement without the prior written consent of the City, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Developer may assign this Agreement to an Affiliate without the prior written consent of the City. As used herein, the term "Affiliate" shall mean any subsidiary or affiliate entity of Developer that is under common ownership or control with Developer.

5.4 **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

5.12 **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.13 **Entire Agreement.** This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

5.14 **Incorporation of Recitals.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

5.15 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.16 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

Shelley B. George, TRMC, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

SIGNED AND AGREED this _____ day of _____, 2019.

DEVELOPER:

**DALCOR HOLDINGS, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____
Kathi Yeager, Principal

EXHIBIT A
DESCRIPTION OF DEVELOPER'S PROPERTY

LEGAL DESCRIPTION

7.37 ACRES

BEING a tract of land situated in the Francis Dosser Survey, Abstract No. 280, City of Allen, Collin County, Texas and being all Lot 13, Block B of Starcreek Commercial, an addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2009, Page 113, Official Public Records, Collin County, Texas, and being all of a called 3.536 acre tract of land described in Special Warranty Deed to SEC Watters & 121, LLC, recorded in Instrument No. 20150515000567180, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southeast corner of Lot 3A, Block A, of Ridgeview Village Retail Addition, an addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2016, Page 204, Official Public Records, Collin County, Texas, and being in the north right-of-way line of Ridgeview Drive (a 120-foot right-of-way);

THENCE leaving said north right-of-way line of Ridgeview Drive and with the east line of said Lot 3A, North 25°23'39" West, a distance of 362.00 feet to a point for the northeast corner of said Lot 3A;

THENCE with a north line of said Lot 3A, South 64°36'21" West, passing at a distance of 55.00 feet a north corner of said Lot 3A and continuing with a east line of Lot 2A, Block A, of Ridgeview Village Retail Addition, an addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2015, Page 1, Official Public Records, Collin County, Texas, in all a total distance of 90.06 feet to a point for an inner el corner of said Lot 2A;

THENCE with the east line of said Lot 2A, North 25°28'31" West, a distance of 198.58 feet to a point for the north corner of said Lot 2A and being the south corner of Lot 11R1, Block B, Starcreek Commercial, an addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2017, Page 759, Official Public Records, Collin County, Texas;

THENCE with the south line of said Lot 11R1, Block B, the following courses and distances:

North 37°00'02" East, a distance of 41.55 feet to a point at the beginning of a tangent curve to the right having a central angle of 27°36'20", a radius of 400.00 feet, a chord bearing and distance of North 50°48'11" East, 190.86 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 192.72 feet to a point for corner;

North 64°36'21" East, passing at a distance of 109.07 feet the east corner of said Lot 11R1 and south corner of Lot 12, Block B, of Starcreek Commercial, an addition tot the City of Allen, Texas, according to the plat thereof recorded in Volume 2007, Page 261, Official Public Records, Collin County, Texas, continuing with the South line of said Lot 12 in all a total distance of 229.79 feet to a point for corner and being at the beginning of a tangent curve to the right having a central angle of 27°33'15", a radius of 150.00 feet, a chord bearing and distance of North 78°22'58" East, 71.44 feet;

THENCE continuing with said south line of Lot 12 and in a northeasterly direction, with said curve to the right, an arc distance of 72.14 feet to a point for the east corner of said Lot 12 and being in the west line of Lot 1, Block B, of Starcreek Commercial, an addition to the City of Allen, Texas, according to the Plat thereof recorded in Cabinet Q, Page 643, Official Public Records, Collin County, Texas;

THENCE with said west line of Lot 1, the following courses and distances:

South 25°23'39" East, a distance of 246.35 feet to a point for corner;
North 64°36'21" East, a distance of 120.00 feet to a point for corner;
South 25°23'39" East, a distance of 289.00 feet to a point for corner;
South 64°36'21" West, a distance of 202.50 feet to a point for corner;
South 25°23'39" East, a distance of 114.04 feet to a point for corner said north right-of-way line of Ridgeview Drive and being at the beginning of a non-tangent curve to the left having a central angle of 7°40'19", a radius of 1071.00 feet, a chord bearing and distance of South 78°42'13" West, 143.30 feet;

THENCE leaving said west line of Lot 1 and with said North right-of-way line of Ridgeview Drive, the following courses and distances:

In a southwesterly direction, with said curve to the left, an arc distance of 143.41 feet to a point for corner;
South 15°07'56" East, a distance of 11.00 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°15'43", a radius of 1060.00 feet, a chord bearing and distance of South 69°44'12" West, 189.60 feet;
In a southwesterly direction, with said curve to the left, an arc distance of 189.85 feet to a point for corner;
South 64°36'21" West, a distance of 18.72 feet to the **POINT OF BEGINNING** and containing 7.37 acres of land.

Bearings are based on the Final Plat of Lot 13, Block B, Starcreek Commercial, recorded in Volume 2009, Page 113, Official Public Records, Collin County, Texas.

EXHIBIT B OPEN SPACE CONCEPT PLAN

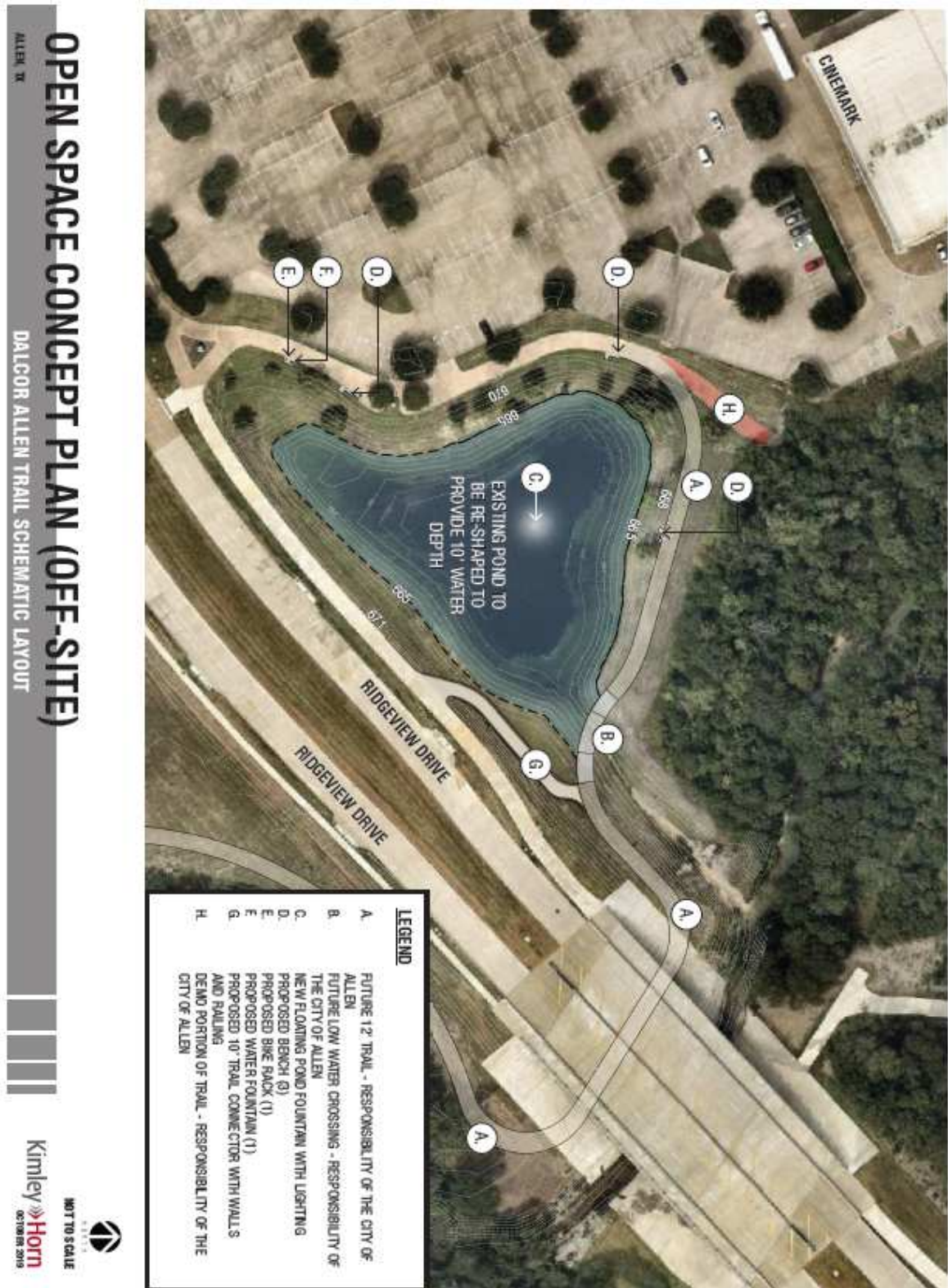


EXHIBIT C OPEN SPACE IMPROVEMENTS

I. Hardscape

- A.** *Structures-Retaining Wall and Railing.* Approximately 900 square feet of retaining wall, including approximately 270 lineal feet of ornamental iron/metal railing.
- B.** *Paving-Trail.* Approximately 1,500 square feet of concrete trail. Trail will be built to minimum City of Allen standards, which will consist of being a minimum of 10-ft in width and a depth of 6-inch reinforced concrete.
- C.** *Paving-Pads for Furnishings.* Four concrete pads consisting of a minimum of 4-inches of depth of reinforced concrete shall be constructed for each location of drinking fountain, bicycle rack, and benches shown on the Concept Plan.
- D.** *Furnishings-Benches.* A total of three Victor Stanley CR-18 benches (six feet in length) shall be installed as shown on the Concept Plan. Color to be black.
- E.** *Furnishings-Bicycle Rack.* One Madrax Advocate bicycle rack. Color to be green.
- F.** *Furnishing Drinking Fountain.* One Most Dependable Fountains – 440 SMSS with option pet fountain. Color to be black.
- G.** *Earthwork.* Approximately 2,000 cubic yards of earthwork to be included associated with the hardscape improvements described in this Exhibit C.

II. Landscape

- A.** *Groundcover-Grading.* Fine grading for the installation of approximately 24,000 square feet of sod.
- B.** *Groundcover-Sod.* Approximately 24,000 square feet of common Bermuda grass sod.
- C.** *Temporary Irrigation.* As needed, irrigation placed on-grade for temporary use for sod installed in this section. Site has previously installed temporary irrigation that will need to be verified as operable.

III. Pond Improvements

- A.** *General.* Dredge, reshape (including bank stabilization), and deepen pond to be a depth of ten feet as measured from the 665-ft elevation contour line shown on the Concept Plan.

- B.** *Silt Removal.* Removal of approximately 3,550 cubic yards of silt from pond for disposal.

IV. Utilities and Electrical

- A.** *Sanitary Sewer Pipe-Drinking Fountain.* Approximately 250 linear feet of 4-inch PVC sanitary sewer pipe from drinking fountain to public infrastructure.
- B.** *Sanitary Sewer Tap-Drinking Fountain.* Tap necessary to connect line to public infrastructure.
- C.** *Potable Water Pipe-Drinking Fountain.* Approximately 200 linear feet of 2-inch PVC potable water pipe from public infrastructure to drinking fountain.
- D.** *Potable Water Tap and Meter.* Water tap and meter set to connect line to public infrastructure.
- E.** *Irrigation Tap and Meter.* Water tap and meter set to connect irrigation pipe to line to public infrastructure.
- F.** *Tree Up-Lighting.* Tree up-lighting on approximately 20 existing trees, including direct burial transformer.
- G.** *Fountain Aerator.* Installation of Otterbine Tristar Fountain-Aerator Combination with white lighting.