

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ROADWAY REIMBURSEMENT AGREEMENT

THIS ROADWAY REIMBURSEMENT AGREEMENT (“**Agreement**”) is entered into and made effective this 2nd day of March, 2021 (the “**Effective Date**”) by and between the Town of Rolesville, a North Carolina municipal corporation (“**Town**”), and Mitchell Mill Road Investors LLC, a North Carolina limited liability company (“**Developer**”). The Town and Developer are sometimes referred to herein as a “party” individually and as the “parties” collectively.

RECITALS:

WHEREAS, the Developer is the fee simple owner of the following parcels of real property (collectively, the “**Property**”) which are subject to this Agreement:

- (i) that certain tract of land located in the corporate limits of the Town and is further described by deeds recorded in Book 16997, Page 2212, Wake County Registry, and having current Wake County Real Estate ID 0159110 and PIN 1767295866;
- (ii) that certain tract of land located in the corporate limits of the Town and is further described by a deed recorded in Book 11940, Page 1155, Wake County Registry, and having a current Wake County Real Estate ID 0007593 and PIN 1767178299;
- (iii) that certain tract of land located in the corporate limits of the Town and is further described by a deed recorded in Book 12007, Page 2228, Wake County Registry, and having current Wake County Real Estate ID 0107995 and PIN 1767083228;
- (iv) that certain tract of land located in the corporate limits of the Town and is further described by a deed recorded in Book 17691, Page 1863, Wake County Registry, and having current Wake County Real Estate ID 0074674 and PIN 1757994300;
- (v) that certain tract of land located in the corporate limits of the Town and is further described by a deed recorded in Book 17691, Page 1867, Wake County Registry, and having current Wake County Real Estate ID 0188955 and PIN 1768002153; and

WHEREAS, a map of the Property is shown on EXHIBIT A attached hereto; and

WHEREAS, the Developer wishes to develop the Property for residential purposes as part of a project known as “Kalas Falls” (the “**Development**”) containing up to 550 residences in accordance with Town File SUP19-01 and that certain order titled Findings of Fact and Conclusions of Law approved by the Town Board of Commissioners on January 7, 2020 (the “**Order**”); and

WHEREAS, Chapter 160A, Section 309 of the North Carolina General Statutes authorizes North Carolina cities to enter into intersection and roadway improvement agreements with a

developer or property owner for public intersection or roadway improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, Chapter 52 of the Rolesville Town Code (the “**Code**”) sets forth the authority and procedures and terms under which the Town Manager may negotiate and the Town may approve reimbursement agreements; and

WHEREAS, pursuant to Section 52.04 of the Code, reimbursements under roadway agreements may be provided in the form of fee credits against required street impact fees when a developer installs roadway improvements of a type that generally would be paid by the Town out of a capital reserve account funded by street impact fees (collectively “**Credits**”).

WHEREAS, the Town has established certain impact fees for transportation due and payable upon building permit approval for residential dwellings on all residential lots within the Town to assist in the funding of new improvements to the Town transportation system, including roads (the “**Fees**”); and

WHEREAS, in accordance with the provisions of the Order, the Developer has agreed to construct certain improvements on those portions of Rolesville Road (SR 1003) described on EXHIBIT B attached hereto and incorporated herein (the “**Improvements**”); designed, approved, and constructed to ensure the safe movement of traffic for the residences of the Development, adjacent parcels, and the general public (the “**Project**”); and

WHEREAS, the Project is a portion of the intersection and roadway improvements being made by Developer in furtherance of the Development; and

WHEREAS, the Project and its Improvements will include the widening of Rolesville Road beyond what would otherwise be necessitated by the Development; and

WHEREAS, the Town desires the Project to be designed and constructed to serve the Development, adjacent properties, and the general public and Developer is capable of, and desires to design and construct the Project for such purpose in accordance with the Design and Construction Requirements (as defined below); and

WHEREAS, Developer agrees to fund the design and construction and any right of way and/or easement acquisition associated with the Project in accordance with the terms of the Code, North Carolina Department of Transportation (“**NCDOT**”) standards, and this Agreement; and

WHEREAS, the Code and NC Gen. Stat. § 160A-309 require developers seeking total Credit reimbursements exceeding \$250,000 under a roadway improvements agreement to comply with the provisions of Article 8 of Chapter 143 of the North Carolina General Statutes (“**Approved Bidding Process**”); and

WHEREAS, the Town agrees to participate financially in the Project solely through fee reimbursement, as described in this Agreement, to further the goals and purposes of the Town; and

WHEREAS, the Town finds the Project serves a public purpose, that the public cost will not exceed the Estimated Costs (as defined below) of the Improvements, and that the coordination

of public roadway improvements separately from the Developer's private land improvements would be impracticable; and

WHEREAS, the parties desire to enter into this Agreement in order to fully set forth the terms and conditions as to the Project to be required of the Developer and the cost participation agreed to by the Town.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Town and Developer agree as follows:

1. **Recitals and Code Incorporated.** The recitals to this Agreement and references to the Code, as amended from time to time, are incorporated into this Agreement.
2. **Construction; Costs.** The engineering plans for the Project shall be in accordance with all Town, NCDOT, and design and construction requirements of applicable governmental authorities (collectively "**Design and Construction Requirements**"). The Developer shall construct Project in accordance with all Design and Construction Requirements and shall pay all costs incurred in connection with the design and construction of the Project. "**Reimbursable Costs**" shall mean all those direct Project costs and expenses of design, engineering, surveying, construction, required inspections and testing, right of way and easement acquisition costs, and professional fees attributable to those portions of the Project that are beyond what would otherwise be necessitated by the Development.
3. **Estimated Cost, Revisions, Rights of Way, Easements and Credits.**
 - 3.1 Estimated Costs and Automatic Revisions. The estimated total cost of the Project is **\$1,003,661.25**.¹ The estimate of the Reimbursable Costs of the Project is **\$557,631.25** as described in more detail in that letter from American Engineering dated February 8, 2021 and attached hereto as Exhibit D (the "**Estimated Costs**"). If, after the Approved Bidding Process (as described below in section 7), the Lowest Bid (as defined below in section 7) decreases the Estimated Costs, then such change shall be automatically approved ("**Automatic Approval**"). Developer shall send a notice of Automatic Approval to Town, but failure to send such a notice shall have no effect on the Automatic Approval. If Lowest Bid increases the Estimated Costs, or if in the course of the Project change orders or easement acquisition costs or right of way acquisition costs increase or decrease the final cost of the portions of the Project for which Developer may seek the Town's reimbursement, then either party may request an amendment to this Agreement to reflect that change. Approval of such amendments shall not unreasonably be withheld, provided all the requirements of this Agreement and the Code have been complied with. The parties agree to cooperate with each other to promptly comply with requests for records establishing costs and to promptly negotiate and execute appropriate amendments to this Agreement. Without limiting the foregoing, the Town shall not unreasonably withhold its consent to any change order or additional right of way or easement acquisition costs.

¹ The estimated total cost is derived from totaling the engineer's estimate letters of February 8, 2021 attached hereto as Exhibit C and Exhibit D.

3.2 Reimbursement Credit.

- 3.2.1 Documentation. Within thirty (30) days of NCDOT Acceptance (as defined below), Developer shall submit the information described below. The Documentation shall be submitted in such form and detail as may be reasonably requested by the Town, along with any such additional information Town may reasonably request (collectively the “**Documentation**”):
- 3.2.1.1 The certified statement of an engineer licensed in the State of North Carolina, regarding the construction costs of the Project, with a breakdown of unit and quantity costs, and such other expenses and descriptions of the Project as the Town may reasonably request.
 - 3.2.1.2 A verified statement from an officer of the Developer identifying the individual(s) or firm(s) that performed the engineering, design, professional, and administrative work for the Project, the portions of the Project for which each was responsible, and the amounts paid to such individual(s) and/or firm(s).
 - 3.2.1.3 For legal work, one or more signed statements from a responsible attorney with the firm(s) doing such work summarizing the costs paid by Developer for legal work performed after the Effective Date on those portions of the Project for which Reimbursable Costs may be incurred.
 - 3.2.1.4 For property acquisition, including easement acquisition, (i) a verified statement from an officer of Developer of amounts paid in connection with acquisition of off-site real property interests; (ii) copies of the deeds for such real property interests; (iii) a signed statement by a licensed North Carolina attorney on a list of approved attorneys for a title insurance company authorized to sell title insurance in North Carolina identifying the individuals having ownership interests in Developer and certifying that none of the identified individuals had any ownership interest in the acquired properties at the time of, or within five (5) years prior to, their acquisition.
 - 3.2.1.5 Developer’s final accounting for the Project’s expenses, including the actual, documented Reimbursable Costs together with Developer’s requested total Credit reimbursement.
- 3.2.2 Retention of Documents Regarding Costs. Developer shall maintain all contracts associated with the design, engineering, construction, and administration of the Project, and legal work and property acquisition for the Project, and the payment records and invoices for the Project, for five (5) years following completion of the Project, and shall produce such records and any other information related to the work upon Town request.

3.2.3 Determination of Credits. Within thirty (30) days of receipt of the Documentation, the Town Manager shall deliver to Developer the Town's determination of the total amount of the Credits to be awarded on the basis of the Reimbursable Costs (the "**Reimbursement Credit**"). Except in the event that the Reimbursable Costs exceed the latest approved Estimated Costs or the Town determines that the Reimbursable Costs to be otherwise unreasonable, the Reimbursable Credit shall equal the Reimbursable Costs. If the Town questions the reasonableness of the Reimbursable Costs, the Town Manager shall first notify the Developer and shall consider all information provided by the Developer. The Town Manager's determination of the Reimbursement Credit, to the extent consistent with this Agreement, shall be final. Notwithstanding this Section 3 and any other provision of this Agreement to the contrary, under no circumstance shall the Reimbursable Credit exceed **\$697,039.00** (i.e. 125% of the estimate of Reimbursable Costs as shown on Exhibit D).

3.3 Rights of Way and Easements. The Developer shall convey (with respect to the Property), and shall use commercially reasonable efforts to cause other property owners necessary for the Project to convey (with respect to real property owned by other property owners), all rights of way and easements necessary for the Project. Any right of way agreements and deeds of easement shall be subject to NCDOT approval and thereafter submitted to the Town for review and approval as to form and content. Should the Developer be unable to obtain required easements after documented attempts to do so, the Town in its sole and absolute discretion may, but shall have no obligation to, utilize its eminent domain authority to obtain the necessary easements for the Project, with all costs to be borne by the Developer associated with this legal process, including all amounts paid for the acquisition. Developer's failure to obtain all rights of way and easements for the Project and/or Town's determination not to utilize its eminent domain authority for the Project shall not be a basis for default under this Agreement.

3.4 Credits.

3.4.1 The sum of available Credits shall be equal to the total Reimbursement Credit and shall be available after the date of Reimbursement Credit and shall apply exclusively to the Fees owed by Developer to Town for the Development. As of the Effective Date, the Fees for residential single and two-family dwellings equal \$3,200.00 per unit and the fees for townhome dwellings equal \$2,400.00 per unit. Developer and Town agree that any Credits for a residential unit in the Development shall equal the Fees due for such residential unit, as such Fees may be amended from time to time by the Town. Developer may utilize the available balance of the Reimbursement Credit for any lot in any phase of the Development. Developer may utilize all of the Reimbursement Credit prior to completion of all phases of the Development.

3.4.2 The Fees for a lot in the Development shall be due upon building permit approval and prior to the issuance of a building permit for a lot in the Development. Credits

may be used only to offset the Fees accruing for lots in the Development. Town shall maintain an electronic record of the outstanding balance of the Reimbursement Credit available to Developer (the “**Record**”), which shall be delivered to Developer upon written request. Developer shall be responsible for maintaining its own records of available Credits. In the event of a discrepancy between Developer and Town offset records, the Town records control.

3.4.3 To use Credits, Developer or Developer’s designee must request the Credit at the time of application for a building permit directing that Credits be applied to the permit application or group of permit applications. Credits will only be accepted for an amount equal to the Fees due for the residential single and two-family dwellings and/or townhome dwellings referenced in the permit application for the lots in the Development. The Credits may be utilized on a first come, first serve basis at the time of building permit issuance for the homes that are constructed within their respective portion of the Development. The Town has no obligation to remind Developer of the availability of Credits. The Town shall have no liability for applying a Credit against Fees if a permit application is submitted by any third party without Developer’s consent or approval. The Town’s only obligation under this section 3.5.3 shall be to apply the Credits to Fees for lots in the Development on a first come, first serve basis based on permit applications submitted to Town.

3.4.4 Developer shall not be entitled to any refund or cash payment for unused Credits or for Credits applied to subsequently expired building permits.

3.5 Eligible Cash Reimbursements. There are no eligible cash reimbursements for the Project.

4. **Review and Consent Required.** The Developer shall submit the engineering plans and drawings for the Project to the Town and NCDOT for review and receive approval of the same prior to advertising for public bids.
5. **Permits.** The Developer shall obtain all applicable permits for the Project prior to advertising the Project for public bids.
6. **Approved Bidding Process; Developer Responsibilities.** Developer shall do all of the following (collectively, “**Approved Bidding Process**”):
 - 6.1 Publicly bid the Project by complying with all applicable provisions of the North Carolina General Statutes regulating public contracts as amended from time to time. Primarily, this involves North Carolina General Statute 143-129 “Formal Bidding Procedure”, as amended from time to time.
 - 6.2 Utilize licensed registered professional to prepare the bidding documents and manage the Approved Bidding Process;
 - 6.3 Obtain Town’s prior approval for the bid opening date for the Project;

- 6.4 Award the bid to the bidder or bidders that submitted the lowest responsible bid or bids ("**Lowest Bid**") taking into consideration quality, performance, and time specified in the bidding documents for the performance of the contract pursuant to the requirements of North Carolina General Statutes 143-129 and obtain prior consent of Town through the Town Manager.
- 6.5 Award the construction contract or contracts for the Project, provided that Developer shall be fully responsible for all the terms of the contract or contracts for the Project and the Town shall not be a party to any contract or contracts for the Project between Developer and any third party.
7. **Required Protections for City in Developer's Contracts.** Developer shall ensure that all contracts for engineering, design, construction, or construction management for the Project include specific language that provides the following required protections: (i) the contract does not limit any warranties provided under operation of statute or common law concerning the engineering, design, construction, adequacy, or performance of the Improvements; (ii) the contract does not limit or shorten any statute of limitations provided by law regarding claims concerning the engineering, design, construction, adequacy, or performance of the Improvements; and (iii) the Town is named a third-party beneficiary of the contract for the purpose of making any claims regarding the engineering, design, construction, adequacy, or performance of the Improvements after their completion and acceptance by the Town; and (iv) all warranties available to the Developer under the contract are, in addition, available and assignable to the Town.
8. **Schedule.** The Developer shall submit a schedule to the Town Manager for the initiation and completion of the Project, including dates for other key events of the Project designated on the schedule ("**Schedule**").
9. **Inspection.** The Town may inspect Project construction as Town deems appropriate.
10. **Developer Representations and Warranties.** Developer represents and warrants that Developer shall design and construct Project in a good and workmanlike manner, and in strict conformance with the Design and Construction Requirements and all federal, state, and local laws, regulations, ordinances and other requirements. Developer shall commence construction of the Project in accordance with Schedule and shall diligently pursue such construction to completion, subject to any delays that are outside of Developer's control. Following construction of the Project, the Improvements for the Project shall be subject to a one-year warranty to be provided by Developer after acceptance by NCDOT ("**NCDOT Acceptance**"), provided the Project complies, in all material respects, with the version of the Design and Construction Requirements that was in effect at the time of plan approval.
11. **Default.** If Developer fails to comply in all material respects with the Approved Bidding Process, this Agreement shall terminate and Developer shall not be eligible for any Credits or other Reimbursement provided (i) Town delivers due notice, which notice shall clearly and concisely alert Developer as to the reason for the notice of default, and an opportunity for Developer to cure and (ii) Developer fails to cure the breach within fifteen (15) days after receipt of such notice. In the event Developer defaults in any other material respect in the

performance of its obligations hereunder, and provided Town delivers due notice, which notice shall clearly and concisely alert Developer as to the reason for the notice of default, Town may immediately suspend the application of Credits and may terminate this Agreement upon thirty (30) days written notice to Developer and Developer's failure to cure the default unless such default cannot reasonably be cured within said thirty (30) day period, in which case Developer shall have an additional amount of time to cure said default, not to exceed sixty (60) days, provided that Developer initiates the cure during the initial thirty (30) day cure period and diligently pursues the cure thereafter. In the event of Developer's default beyond any applicable cure period, Town may pursue any remedy available to it at law or in equity subject to any defenses that may be asserted by Town. The failure of Town to enforce any provision of this Agreement will not be deemed a waiver or consent to a subsequent default or breach by Developer.

12. **Indemnification.** The Developer shall defend, indemnify, and hold harmless the Town from and against any and all claims, demands, liabilities, costs, damages, and causes of action of every kind and character made by third parties (collectively "**Claims**") for damage to property or injury to or death of persons arising out of the Developer's negligent or wrongful design, construction or maintenance of the Project, except to the extent any such Claims arise out of the negligence or willful misconduct of the Town or its agents, employees or contractors. This indemnification as to Claims arising out of Developer's maintenance of the Project shall expire upon Acceptance by Town as to Claims arising out of incidents that occur after the date of NCDOT Acceptance. The indemnification as to Claims arising out of Developer's negligent or wrongful design or construction arising prior to Acceptance shall be effective as of the date of this Agreement and shall expire on the date that is one (1) year after NCDOT Acceptance.
13. **Termination.** This Agreement shall terminate at any time by mutual consent of both parties or upon the earlier of the date (i) of Developer's exhaustion of Credits and (ii) twelve (12) years from the Effective Date. Ten years from the date of this Agreement, any outstanding Credits shall terminate and this Agreement shall terminate.

14. **Notice.**

- 14.1 All notices, reports, and other communications ("**Notice**") under this Agreement shall be given to the following:

For the Developer: Mitchell Mill Road Investors LLC
Attention: Timothy Smith
105 Weston Estates Way
Cary, NC 27513

With a copy to: Longleaf Law Partners
Attention: David E. Miller, III
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612

For the Town: Town of Rolesville
Attention: Kelly Arnold

502 Southtown Circle
Rolesville, NC 27571

With a copy to: Fox Rothschild LLP
David J. Neill
434 Fayetteville Street, Suite 2800
Raleigh, NC 27601

- 14.2 Notice given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, personal delivery or any method of service specified under Rule 4 of the NC Rules of Civil Procedure. Notice sent by mail shall be effective three days after the date of mailing. Notice given in any other manner shall be effective upon actual receipt by the addressee.
- 14.3 Each party is responsible for notifying the other in writing in the event of an address change.

15. General Provisions.

- 15.1 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. This Agreement may be modified or amended only by a written document executed by the parties with the same formalities required for the execution of this Agreement.
- 15.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 15.3 Electronic Version of Agreement. Town may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
- 15.4 Authority. The individual signing Agreement on behalf of Developer has the right and power to do so and bind Developer to the obligations set forth herein and such individual does so represent and warrant that he has such authority. The Town represents and warrants that the North Carolina General Assembly has authorized the Town to execute this Agreement. Developer covenants that it will take no legal action against Town in which it is alleged that Town lacks authority to enter into any part of this Agreement.
- 15.5 Assignment. This Agreement may not be assigned without the written consent of the Town, which may be withheld for any reason. To obtain the Town's consent to an assignment, Developer shall provide a written Request for Approval of

Assignment, specifying with particularity the person or entity to whom assignment is proposed and such other information as the Town deems pertinent. Assignee shall execute a document in form acceptable to Town pursuant to which Assignee agrees to assume all the duties of Developer under this Agreement, including indemnification of Town. If assigned, then this Agreement shall be binding on the assignee, and its heirs, successors and approved assigns. Notwithstanding the foregoing, Developer may permit any builders or other third party purchaser (each, a “**Purchaser**”) of any lot in the Development to use Credits against the Fees due from such Purchaser for any such lot at the time of building permit application by such Purchaser.

- 15.6 Severability. If any term of this Agreement is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 15.7 Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of North Carolina, and it shall be binding upon, and inure to the benefit of, the Town and Developer and their respective successors and assigns. Any and all suits or actions related to this Agreement shall be brought exclusively in Wake County, North Carolina.
- 15.8 Dates. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.
- 15.9 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- 15.10 Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review and understand the provisions of this Agreement.
- 15.11 No Construction against Preparer. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or

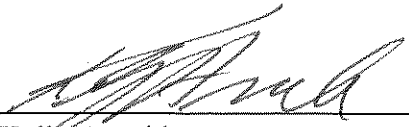
other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

[The remainder of this page is intentionally left blank. Signature page follows.]

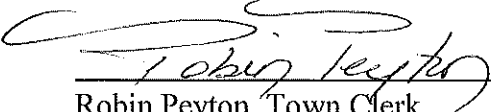
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

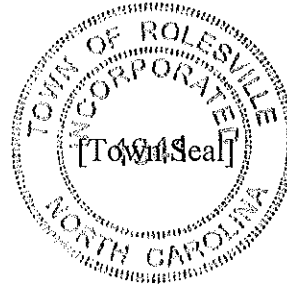
“Town”:

TOWN OF ROLESVILLE,
a North Carolina municipal corporation

By: 
Name: Kelly Arnold
Title: Town Manager

Attest:


Robin Peyton, Town Clerk



Approved as to form:

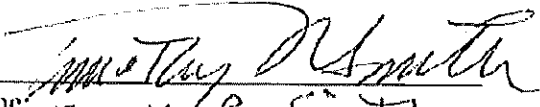
DocuSigned by:
David Neill
CBPPA3630108463
David J. Neill, Town Attorney

This instrument has been pre-audited to the extent and in the manner required by the “Local Government Budget and Fiscal Control Act.”

By: 
Amy Stevens, Town Finance Director

"Developer":

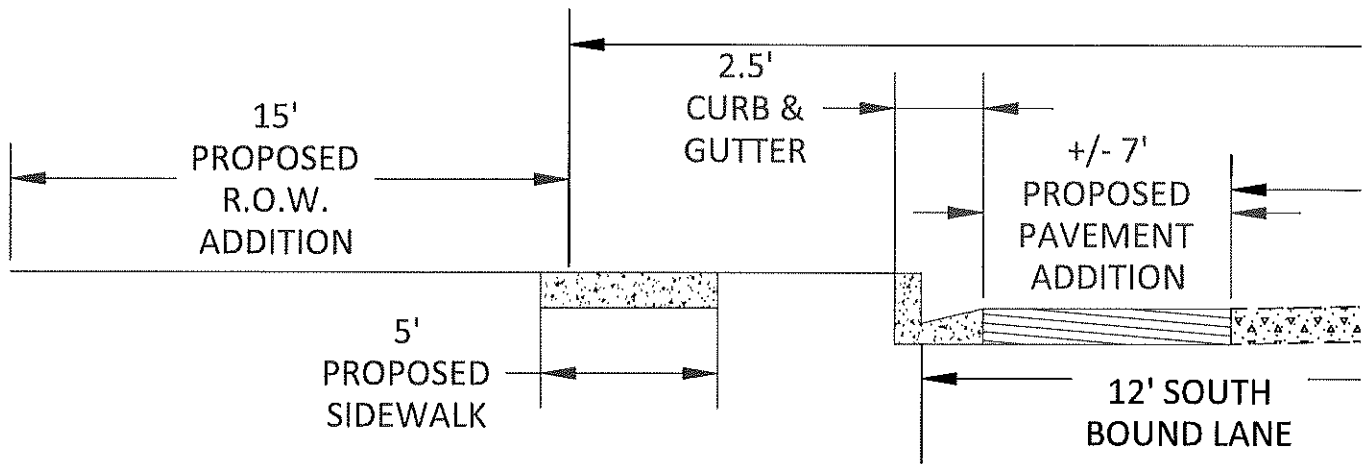
MITCHELL MILL ROAD INVESTORS L.L.C.,
a North Carolina limited liability company

By: 
Name: Gregory R. Smith
Title: Manager

LIST OF EXHIBITS

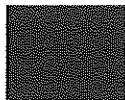
- EXHIBIT A: Map of Property
- EXHIBIT B: The Improvements
- EXHIBIT C: Estimated Project Cost
- EXHIBIT D: Estimated Costs

EXHIBIT
The Improv

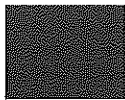


TYPICAL C

LEGEND:



ITEMS ELIGIBLE FOR REIMBURSEMENT FROM THE TOWN OF ROLESVILLE



ITEMS KALAS DEVELOPMENT ARE RESPONSIBLE FOR

EXHIBIT C
Estimated Project Costs



February 8, 2021

Town of Rolesville
502 Southtown Circle
Rolesville, NC 27571

Attn: Mr. Kelly Arnold, Town Manager

The costs noted below are the responsibility of the Developer of the Kalas Falls for the Rolesville Road Improvements noted as Exhibit C.

Dear Mr. Arnold:

Project Estimate Description

The estimate provided hereinto is for this specific section of Rolesville Road which totals +/- 1,550 linear feet. This estimate is broken down to cover the estimated cost for project design and construction costs associates with the road improvements matching exhibit B that are the responsibility of the developer of the Kalas Falls subdivision.

Design & Project Construction:

Construction Design & Management	\$ 19,500.00
Geotechnical, Surveying	\$ 8,500.00
Roadway Construction Cost	\$ 418,030.00

The total estimated project cost is **\$ 446,030.00**

Upon your review of this, please feel free to call me with any questions.

Yours truly,

Hugh J. Gilliece III, P.E.
Managing Principal – Raleigh