

Excise Tax: N/A

Prepared by and return to:

Matthew J. Carpenter
Parker Poe Adams & Bernstein, LLP
301 Fayetteville Street
Suite 1400
Raleigh, NC 27601

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF WAKE

This Development Agreement (the “Agreement”) is made and entered into as of the ____ day of _____ by and among **OLDE TOWNE WEH LP**, a North Carolina limited partnership (the “Developer”), and the **City of Raleigh**, North Carolina (“City”), a municipal corporation of the State of North Carolina.

WITNESSETH:

WHEREAS, Developer is the fee simple owner of approximately 20.71 acres in the City of Raleigh, Wake County, North Carolina as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”).

WHEREAS, on _____, the Raleigh City Council (the “City Council”) approved Rezoning Z-4-2024 to amend the zoning map of the City to rezone the Property from R-10 to RX-7-CU, Ordinance ____ (the “Zoning”) to allow development of up to 700 multi-family units on the Property.

WHEREAS, Developer desires to develop the Property into a multi-family residential community with market rate and affordable housing units in accordance with the approved Zoning and the City of Raleigh Unified Development Ordinance, as may be amended from time to time (the “UDO”).

WHEREAS, the City is the owner of two adjacent parcels more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (the “City Property”) and the Capital Area Greenway Master Plan (the “Greenway Master Plan”) depicts a greenway trail over the Property and the City Property.

WHEREAS, North Carolina General Statutes (“G.S.”) G.S. 160D-1001(b) and 160D-1003 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of G.S. 160D-1001 through 160D-1012 for projects that require long-term commitments of both public and private resources.

WHEREAS, the City and Developer desire to enter into this Agreement for the purposes of furthering the Greenway Master Plan and coordinating the construction of infrastructure and other facilities to serve the Property and the community at large.

NOW, THEREFORE, based on the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties hereby agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.
2. **Public Hearing.** Pursuant to Section 160D-1005 and Section 160D-602 of the North Carolina General Statutes, the City conducted a public hearing on _____, to consider the approval and execution of this Agreement in accordance with the procedures set out in Section 160D-1005. Public notice was duly given, and the notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property, and a place where a copy of the Agreement can be obtained. The City Council approved this Agreement and the City executed the same.
3. **Property Subject to Agreement.** The Property and the City Property shall be subject to this Agreement.
4. **Term.** The term of this Agreement shall commence on the date that all parties hereto have executed this Agreement (the “Effective Date”) and shall terminate on the date that is 15 years after the Effective Date, unless sooner terminated by the mutual consent of the parties (or their successors in interest), or unless extended by the mutual consent of the parties (or their successors in interest).
5. **Development Uses.** The Project will include development of up to 700 market rate and affordable residential multi-family units on the Property in accordance with the approved Zoning and the UDO. The number and location of buildings, lots, parking areas, and interior drives will be shown on the site plan (the “Site Plan”) to be prepared by Developer following execution of this Agreement and reviewed administratively by City staff.
6. **Law in Effect at Time of the Agreement Governs the Development; Vested Rights.**

Except as provided in G.S. 160D-1007, G.S. 160D-1010(b), and this Agreement, the City may not apply subsequently adopted City regulations to the Property during the Agreement Term without the written consent of Developer. During the Agreement Term, Developer shall have a vested right to develop the Property in accordance with (i) this Agreement, (ii) the Zoning, (iii) the UDO, (iv) City regulations, and (v) any other applicable laws, all of the foregoing (i) through (v) as they exist on the Effective Date. In accordance with G.S. 160A-400.25(a)(7), the parties agree, intend, and understand that all conditions, terms, restrictions, or other requirements applicable to the Project and reasonably determined to be necessary by the City for the public health, safety, or welfare of its citizens, are provided for by the foregoing (i) through (v) as they exist on the Effective Date. This Agreement does not abrogate any rights that may vest pursuant

to statutory or common law or otherwise in the absence of this Agreement. If the City adopts new, different, or amended development regulations that Developer views as more favorable to the Project than the regulations in effect at the time of adoption of this Agreement, Developer may elect to be bound by the new regulations or ordinance (the "After-Adopted Regulation") without any further agreement from the City. In the event that Developer elects to be bound by the After-Adopted Regulation, Developer will communicate that fact to the Planning Director in writing and note such change on any future permit applications affected by the change.

7. **Public Facilities.** Developer shall be responsible for installation of all of the items below in accordance with the UDO.
 - a. Construction of streets, with curb and gutter, within the Property to serve the Project which may be public or private, provided all streets meet UDO requirements.
 - b. Stormwater facilities serving the Property.
 - c. Construction of utility lines within the Property to serve the Project, including water, sewer, and electric lines.

8. **Greenway Construction.** Prior to issuance of the fiftieth (50th) certificate of occupancy for the Project, Developer shall design and construct a greenway trail that extends from the south side of Louisburg Road, across Louisburg Road, with pavement striping, pedestrian signal heads, and a pedestrian refuge, and over the Property and the City Property to connect to Wallingford Drive (the "Greenway"). The Greenway shall be constructed in accordance with the following terms:
 - a. The Greenway shall be constructed in the approximate location shown on **Exhibit C** (the "Greenway Exhibit"). The parties acknowledge the Site Plan has not been fully engineered, and, until final Site Plan approval, Developer may modify the location of the Greenway within the Property, provided the final Greenway maintains a continuous pedestrian connection from the south side of Louisburg Road to Wallingford Drive. Prior to issuance of building permits for the Project, Developer shall submit Construction Drawings for the Greenway to the City for review and approval. The Greenway shall be constructed as shown in the final approved Construction Drawings (the "Approved Greenway Plans"). The City shall be responsible for paying for and obtaining any temporary construction easements, rights of way, or other property rights required from third parties for construction of the Greenway (the "Property Interests"). Developer shall not be obligated to pay for or obtain any Property Interests. Notwithstanding the above, the City shall not be obligated by this Agreement to obtain any Property Interests where funds for such acquisitions have not been appropriated for such purpose by the Raleigh City Council or where the Raleigh City Council has not provided authorization to acquire the property by voluntary purchase (if such approval is required by law or City policy) or through the exercise of eminent domain.
 - b. Developer shall ensure construction of the Greenway is performed pursuant to standards practiced by reputable contractors and other professionals in the engineering, construction, landscaping, and contracting disciplines and professions. Developer shall exercise commercially reasonable diligence during construction to monitor that all construction is performed in compliance with all applicable laws and regulations. The Greenway shall be built to specifications set

forth in the City's Standard Detail Drawings for Greenways, as may be updated from time to time by the City, and located in a public City of Raleigh Greenway Easement to be depicted on the Site Plan and dedicated on the Developer's Property following Site Plan approval (the "Greenway Easement"). The City shall reserve area for the Greenway over the City Property and Developer shall dedicate portions of the Greenway Easement over its Property, together with any other easements necessary to construct, operate, and maintain the Greenway. Developer may use portions of the Greenway and Greenway Easement located on the Property for emergency fire access to satisfy City of Raleigh Fire requirements and shall note on the Site Plan where the Greenway is to be used for emergency access.

- c. The City shall reimburse Developer \$507,500 (the "City's Share"), which represents approximately 50% of the estimated costs to design, permit, install, and construct the Greenway as shown on the estimate attached as **Exhibit D** (the "Estimated Costs"). Developer shall be responsible for any cost overruns and the City's Share shall not change, notwithstanding any difference between Developer's actual costs to design, permit, install, and construct the Greenway (the "Actual Costs") and the Estimated Costs. Payment of the City's share will not occur before July 1, 2025.
 - i. \$307,500 of the City's Share shall be reimbursed by check or wire transfer (the "Cash Amount"). Upon final inspection by the City and confirmation that the Greenway has been constructed in accordance with the Approved Greenway Plans, Developer shall invoice the City (the "Final Invoice") for the Cash Amount, including a breakdown of Developer's Actual Costs and the City shall reimburse Developer for the Cash Amount within 60 days of receipt of the Final Invoice.
 - ii. \$200,000 of the City's Share shall be reimbursed in fee credits against those Thoroughfare Fees assessed against the Development in a total sum not to exceed \$200,000 (the "Total Credit Amount"). The Total Credit Amount shall be made available to the Development upon commencement of Greenway construction. The Total Credit Amount shall be available to any phase of the Development and shall relieve Developer, or its designees who are developing a portion of the Property, from the requirement to pay Thoroughfare Fees for the Development until the Total Credit Amount is exhausted. The City shall maintain an electronic record of the Total Credit Amount and its remaining balance (the "Record") and shall notify Developer when the Total Credit Amount has been exhausted. Developer shall also maintain records of received credits against the Total Credit Amount. To access the Total Credit Amount, Developer, or Developer's designee, must request a credit against otherwise owed Thoroughfare Fees at the time of application for a building permit directing that a credit be applied to the permit application or group of permit applications.
 - iii. Notwithstanding the foregoing, or any other provision in this Agreement, the City Manager, or her designee, may adjust the Cash Amount and Total Credit Amount, and such adjustment shall automatically amend this Agreement, provided the sum of the Cash Amount and Total Credit Amount equals the City's Share.

- d. In exchange for the land area dedicated for the Greenway, the City shall provide a fee credit against those Open Space Fees assessed against the Development in a total sum not to exceed \$372,282 (the "Total Open Space Credit Amount"). The Total Open Space Credit Amount shall be made available to the Development upon commencement of Greenway construction. The Total Open Space Credit Amount shall be available to any phase of the Development and shall relieve Developer, or its designees who are developing a portion of the Property, from the requirement to pay Open Space Fees for the Development until the Total Open Space Credit Amount is exhausted. The City shall maintain an electronic record of the Total Open Space Credit Amount and its remaining balance (the "Record") and shall notify Developer when the Total Open Space Credit Amount has been exhausted. Developer shall also maintain records of received credits against the Total Open Space Credit Amount. To access the Total Open Space Credit Amount, Developer, or Developer's designee, must request a credit against otherwise owed Open Space Fees at the time of application for a building permit directing that a credit be applied to the permit application or group of permit applications. Notwithstanding the foregoing, or any other provision in this Agreement, the City Manager, or her designee, may adjust Total Open Space Credit Amount and supplement the City's financial obligations herein with other sources of funds from the City, and such adjustment shall automatically amend this Agreement, provided the sum of Total Open Space Credit Amount remains the same.
 - e. Upon acceptance of the Greenway and dedication of the Greenway Easement by Developer, the City shall assume responsibility for maintenance of the Greenway.
9. **Local Development Permits.** In accordance with G.S. 160D-1001(d), the development authorized by this Agreement shall comply with all applicable laws, including all ordinances, resolutions, regulations, permits, policies, and laws affecting the development of the Property, including laws governing permitted uses of the Property, density, intensity, design, and improvements.
10. **Amendment; Modification; Termination; or Extension of the Agreement Term.** This Agreement may be amended, modified, terminated, or extended by the mutual consent of the Parties. The below modifications shall be considered Major Modifications and require the same procedures as required by North Carolina law for the adoption of a development agreement. All other modifications shall be considered Minor Modifications and may be reviewed and approved administratively, to the extent allowed by law, by the City of Raleigh Planning Director (the "Planning Director").
- a. An increase or decrease in the acreage of the Property subject to this Agreement of more than five (5) percent.
 - b. A change in the Agreement Term.
11. **Recordation/Binding Effect.** Within 14 days after the Effective Date, Developer shall record this Agreement in the Wake County Register of Deeds (the "Registry"). The benefits and burdens under this Agreement shall inure to and be binding upon the parties and their successors and assigns. All of the provisions of this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

12. **Force Majeure.** In addition to specific provisions of this Agreement, no party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, lawful work stoppages ordered by a governmental entity, interference duly caused by any other party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party's reasonable control or due to interference by another party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party. If written notice of such delay is given to the other party after the commencement of such delay, an extension of time for such cause shall be deemed granted for the period of the enforced delay, or longer as may be mutually agreed to by the parties.
13. **Disclaimer of Joint Venture, Partnership and Agency.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among the parties, or to impose any partnership obligation or liability upon such parties.
14. **No Third Party Beneficiaries.** The Agreement is not intended to and does not confer any right or benefit on any third party that is not a party.
15. **Notices.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the 5th business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the parties shall be addressed to:

City: City of Raleigh
 Attn: Ken Bowers
 PO Box 590
 Raleigh, NC 27602
 Ken.Bowers@raleighnc.gov

w/ a copy, which shall not constitute notice, to:

City Attorney
City of Raleigh
PO Box 590
Raleigh, NC 27602

and

City Manager
City of Raleigh
PO Box 590
Raleigh, NC 27602

Developer: Eric Rifkin
Chief Operating Officer, North Carolina
The Halle Companies
56 Hunter Street, Suite 110
Apex, NC 27502
919-387-1885
erifkin@hallecompanies.com

w/ a copy, which shall not constitute notice, to:

Matthew Carpenter
Parker Poe Adams & Bernstein
301 Fayetteville Street
Suite 1400
Raleigh, NC 27601
919-835-4032
MatthewCarpenter@parkerpoe.com

16. **Entire Agreement.** This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the parties relative to this Agreement and the Property. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the parties relative to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the UDO or the Zoning as of the Effective Date.
17. **Assignment.** The Developer may at any time and from time to time assign its rights and responsibilities hereunder, which assignee and subsequent assigns shall retain the right to assign their respective rights and/or responsibilities hereunder or any part of all or any portion of the Property as Developer. The Developer shall provide the City with written notice of any assignment and a written assignment of rights and responsibilities shall be executed by the Developer and the assignee and recorded in the Registry. A deed from Developer to a subsequent owner shall be deemed to assign the conveying Developer's rights and obligations under this Agreement to the subsequent owner and this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Any violation of the terms and conditions of this Agreement occurring after such an assignment will be the responsibility of the then current Developer in violation.
18. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of North Carolina. Any reference in this Agreement to a North Carolina General Statute be deemed to include any successor or replacement statute as to the same matters subject to the statute that has been succeeded or replaced. Venue for any disputes arising from this Agreement shall be the Superior Court of Wake County, North Carolina.
19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
20. **Reserved.**
21. **Termination.** Unless the Agreement Term is extended by the City and Developer, this Agreement shall terminate on the earlier of the expiration of the Agreement Term or by agreement of the parties. Notwithstanding the foregoing, the Developer shall have the

unilateral right to terminate this Agreement upon any change in the Developer's plan for development that renders this Agreement inapplicable, in which case the City shall be relieved of all obligations hereunder. Any termination other than by expiration of the Agreement Term shall be recorded in the Registry.

22. **No Deemed Waiver.** Except as provided in Section 4.15(b), failure of a party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.
23. **Severability.** If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.
24. **Authority.** Each party represents it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement on behalf of such party has the authority to bind that party.
25. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
26. **Lender Protections.** Any lender of Developer (or any successor-in-title thereto) having a security interest in all or a part of the Property (a "Secured Lender") may give written notice to the City of its security interest (a "Lender Notice"). If a Secured Lender provides a Lender Notice, then the City shall copy the Secured Lender on any notice of default given to Developer (or any successor-in-title thereto), and the Secured Lender shall have 30 days, or such applicable longer cure period given to Developer (or any successor-in-title thereto), to cure the alleged default.
27. **Estoppel.** At any time and from time to time, City shall deliver, to the extent accurate and permitted by law, within 45 days after Developer's (or any other owner of the Property's) written request, a written statement addressed to the requesting party, and if requested, its Secured Lender and any proposed purchaser or investor in the Property that to the best of its knowledge: (1) that this Agreement is in full force and effect; (2) that it conrus that this Agreement has not been amended or modified, or if so amended, acknowledges the accurateness of the amendments provided by the requestor; and (3) whether, to the knowledge of the City, Developer (or the requesting party) is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and (4) whether, to the knowledge of the City, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute default, and, if so, specifying each such event.
28. **Non-Discrimination.** To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic

status, veteran status or national origin in connection with this Agreement or its performance. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Agreement. This provision is incorporated into the Agreement for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Agreement.

(End of Page; Execution Pages Follow)

OLDE TOWNE WEH LP
a North Carolina limited partnership

By: WEH Associates, Inc.,
A Florida corporation, its General Partner

By: _____
Eric Rifkin, Chief Operating Officer,
North Carolina

STATE OF _____
_____ COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

_____, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: _____

EXHIBIT A

The Property

BEGINNING AT AN EXISTING IRON PIPE IN THE NORTHERN RIGHT OF WAY OF LOUISBURG ROAD (VARIABLE WIDTH PUBLIC RIGHT OF WAY), SAID PIPE HAVING NORTH CAROLINA GRID COORINDATES (NAD83 2011) OF NORTHING: 763,413.58; EASTING: 2,128,808.24; THENCE LEAVING SAID RIGHT OF WAY NORTH 53°27'45" WEST A DISTANCE OF 1111.96 FEET TO AN IRON PIPE; THENCE NORTH 14°02'35" WEST A DISTANCE OF 319.96 FEET TO AN IRON PIPE; THENCE NORTH 86°03'01" EAST A DISTANCE OF 990.89 FEET TO AN IRON PIPE; THENCE SOUTH 41°00'48" EAST A DISTANCE OF 749.57 FEET TO AN IRON PIPE IN THE NORTHERN RIGHT OF WAY OF LOUISBURG ROAD (VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE WITH SAID RIGHT OF WAY SOUTH 39°43'02" WEST A DISTANCE OF 30.16 FEET TO AN IRON PIPE; THENCE SOUTH 41°55'23" WEST A DISTANCE OF 294.29 FEET TO AN IRON PIPE; THENCE WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 283.65 FEET, WITH A RADIUS OF 1868.31 FEET, WITH A CHORD BEARING OF SOUTH 50°05'11" WEST, WITH A CHORD LENGTH OF 283.38 FEET TO A IRON PIPE SET; THENCE SOUTH 55°24'20" WEST A DISTANCE OF 86.05 FEET TO AN IRON PIPE; THENCE SOUTH 67°10'21" WEST A DISTANCE OF 5.73 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 20.68 ACRES, 900,606 SQUARE FEET.

ADDRESS: 5009 LOUISBURG ROAD, RALEIGH, NC 27616

PIN: 1726-84-7004

EXHIBIT B

City Property

PIN 1726832555

BEGINNING at a point in the northwestern edge of the right of way of U.S. Highway 401, the southernmost corner of the land conveyed to Wake County Board of Education by Deed recorded in Book 2251, Page 325, Wake County Registry; thence with said right of way four (4) calls as follows: (1) South 56 degrees 45 minutes 40 seconds West 85.51 feet, (2) South 59 degrees 09 minutes 45 seconds West 99.10 feet, (3) South 60 degrees 14 minutes 15 seconds West 99.44 feet, and (4) South 60 degrees 49 minutes 15 seconds West 588.13 feet to a point in the centerline of a 160 foot right of way of Carolina Power & Light Company, the southeastern corner of Tract 1 conveyed to Wedco Enterprises, Inc. by Deed recorded in Book 2684, Page 480, Wake County Registry; thence with said centerline and the property line of Wedco North 14 degrees 09 minutes 45 seconds West 1,445.98 feet to a point in the southern property line of land conveyed to Glenco Investment Company by Deed recorded in Book 2136, Page 498, Wake County Registry, the northeastern corner of Tract 1 of Wedco; thence North 86 degrees 02 minutes 45 seconds East 132.09 feet to a point, the northwest corner of said land conveyed to Wake County Board of Education; thence with the property line of Wake County Board of Education South 14 degrees 09 minutes 45 seconds East 320 feet and South 53 degrees 27 minutes 30 seconds East 1,120.40 feet to the point of BEGINNING, containing 12.988 acres according to a map prepared by Bennie R. Smith, Registered Surveyor.

PIN 1726747483

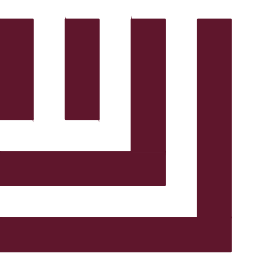
Being all that certain parcel of land entitled "Greenway Area, Tract 2", containing 0.358 acres as shown on a map prepared by Triangle Engineering Services, Inc., dated 01/21/86, and revised 03/04/86, entitled "North Farms", and recorded in the Wake County Register of Deeds Office in Book of Maps 1986, page 442 on 03/12/86.

This Deed is made subject to the following:

1. 175' easement to Carolina Power & Light Company as shown on the above referenced map.
 2. Drainage easements as shown on the above referenced map.
 3. 20' Sanitary Sewer easement as shown on the above referenced map.
-

EXHIBIT C

Greenway Exhibit



McADAMS

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. HLE-23001
FILENAME HLE23001X-GW
CHECKED BY GDB
DRAWN BY MJP
SCALE 1"=50'
DATE 05.30.2024

SHEET

5009 LOUISBURG
GREENWAY EXHIBIT

EX1

M:\Projects\HLE23001\04-Production\Engineering\Production Drawings\Working Files\HLE23001-GW.dwg, 5/31/2024 11:46:11 AM, Mike Porvaznik

EXHIBIT D
Estimated Costs



Engineer's Cost Opinion for Greenway Construction

Project Name: 5009 Louisburg Road

Project Number: HLE 23001

Date: 10/18/2024

Item No.	Description	Quantity	Unit		
				Unit Prices	Total
Mobilization/Earthwork					
1	Mobilization	1	LS	\$ 15,000.00	\$ 23,000
2	Construction Survey	1	LS	\$ 15,000.00	\$ 15,000
3	Clearing and grubbing	3266	SY	\$ 8.50	\$ 27,761
4	Erosion and sediment control	1	LS	\$ 37,000.00	\$ 37,000
5	Excavation (cut-fill)	1600	CY	\$ 12.25	\$ 19,600
6	Excavated earth hauled off for disposal	800	CY	\$ 25.00	\$ 20,000
7	Fine grading	3590	SY	\$ 4.00	\$ 14,360
				Subtotal	\$ 156,721
Greenway Construction North of US 401 (Louisburg Road)					
8	ABC Stone	700	TON	\$ 27.50	\$ 19,250
9	2" Ashpaht Concrete Surface Course S9.5B	190	TON	\$ 146.00	\$ 27,740
10	Drainage	1	LS	\$ 23,000.00	\$ 23,000
11	Geotextile for pavement stabilization	1800	SY	\$ 5.00	\$ 9,000
12	Striping	1	LS	\$ 5,000.00	\$ 5,000
13	Pedestrian Truss Bridge (95' span, H10 loading)	1	LS	\$ 200,200.00	\$ 200,200
14	Bridge Sitework, Foundations and Installation	1	LS	\$ 100,000.00	\$ 100,000
14	Concrete Bridge Deck and Approaches	24	CY	\$ 175.00	\$ 4,200
				Subtotal	\$ 388,390
Greenway Crossing Improvements to US 401					
15	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
16	Drainage Improvements	1	LS	\$ 40,000.00	\$ 40,000.00
17	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
18	Milling Asphalt Pavement (1.5")	29	SY	\$ 35.00	\$ 1,030.56
19	S9.5C Asphalt Pavement	29	TON	\$ 70.00	\$ 2,030.00
20	I19.0C Asphalt Pavement	36	TON	\$ 110.00	\$ 3,960.00
21	B25.0C Asphalt Pavement	50	TON	\$ 110.00	\$ 5,500.00
22	Asphalt Binder	6	TON	\$ 600.00	\$ 3,600.00
23	1'-6" Curb & Gutter	207	LF	\$ 35.00	\$ 7,245.00
24	4" Concrete Sidewalk/Multiuse Path	90	SY	\$ 80.00	\$ 7,191.11
25	Curb Ramps	4	EA	\$ 2,500.00	\$ 10,000.00
26	Striping & Signage	1	LS	\$ 7,000.00	\$ 7,000.00
27	Final Seeding + Mulching + Landscaping (within right-of-way)	1	LS	\$ 1,000.00	\$ 1,000.00
28	Relocate Guardrail	65	LF	\$ 35.00	\$ 2,275.00
29	Guardrail Attenuator	1	EA	\$ 1,200.00	\$ 1,200.00
30	Pedestrian Signal Head (16", 1 Section w/ Countdown)	2	EA	\$ 1,200.00	\$ 2,400.00
31	Signal Cable	1,000	LF	\$ 5.00	\$ 5,000.00
32	Vehicle Signal Head (12", 3 Section)	3	EA	\$ 1,000.00	\$ 3,000.00
33	Unpaved Trenching	500	LF	\$ 15.00	\$ 7,500.00



Engineer's Cost Opinion for Greenway Construction

Project Name: 5009 Louisburg Road

Project Number: HLE 23001

Date: 10/18/2024

Item No.	Description	Quantity	Unit		
				Unit Prices	Total
34	Junction Box (Standard Size)	3	EA	\$ 500.00	\$ 1,500.00
35	Inductive Loop Sawcut	250	LF	\$ 10.00	\$ 2,500.00
36	Lead-in Cable (14-2)	1,500	LF	\$ 3.00	\$ 4,500.00
37	Type II Pedestal with Foundation	2	EA	\$ 2,500.00	\$ 5,000.00
38	Detector Card	2	EA	\$ 300.00	\$ 600.00
				Subtotal	\$ 139,032
	Engineering/Administration				
39	Geotechnical Evaluation	1	LS	\$ 15,000.00	\$ 15,000
40	Engineering/Design	1	LS	\$ 30,000.00	\$ 30,000
41	Construction Administration and Asbuilt	1	LS	\$ 22,500.00	\$ 22,500
				Subtotal	\$ 67,500

Contingency @ 35% **\$263,075**

Total Construction Cost **\$1,014,718**

Notes

- Quantities used in this cost opinion are approximations based on the 5009 Louisburg Greenway Exhibit dated 5/20/2024 and 5009 Louisburg Roadway Improvements Exhibit dated 10/3/2024 and are subject to revision
- The Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs, as provided here, are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Owner.
- The quantities and estimated prices shown are for items required based on the inclusion of a signalized greenway crossing at this intersection and not otherwise required per the Traffic Impact Analysis.