

WEST VINCENT  
Received  
7-22-02

SUBDIVISION AND LAND DEVELOPMENT ESCROW AGREEMENT  
FOR WEATHERSTONE SUBDIVISION IN WEST VINCENT TOWNSHIP

THIS AGREEMENT, is made this 1<sup>ST</sup> of July, 2002, between WEST VINCENT ASSOCIATES, LTD., a Pennsylvania Limited Partnership, with a business address of 707 Eagleview Blvd, Eagleview Corporate Center, Exton, PA 19341, (hereinafter referred to as "Developer") and WEST VINCENT TOWNSHIP, Chester County, Pennsylvania, with an address of Post Office Box 163, Birchrunville, Pennsylvania 19421 (hereinafter referred to as "Township").

WITNESSETH:

WHEREAS, Developer obtained final land development and subdivision approval from the Board of Supervisors on December 26, 2001, subject to certain conditions accepted by Developer, to develop a certain parcel of land consisting of approximately 307.2 acres (the "Development") immediately northeast of the intersection of Routes 401 and 100 in West Vincent Township, Chester County, Pennsylvania, in accordance with land development and subdivision plans, titled, "Final Subdivision for Weatherstone", prepared by EB Walsh, Inc., dated 3/31/00, last revised 6/6/02, consisting of sheets 1 through 66, which plans are incorporated herein by reference (collectively referred to herein as the "Plans"); and

WHEREAS, the Plans call for the installation of certain public improvements, including but not limited to roads, surface water, and storm sewer drainage, a community sewer system and other improvements shown on the aforesaid Plans and/or mentioned and



required under the terms of the subdivision regulations of the Township of West Vincent or in the application for or conditions of approval for such subdivision; and

WHEREAS, under the terms of the Township's subdivision regulations and Section 509 of the Pennsylvania Municipalities Planning Code ("MPC"), 53 P.S. § 10509, Developer is required to post certain financial security with the Township to assure the construction, completion and dedication of public improvements in accordance with the Plans, subdivision and land development application, conditions of approval, and all applicable statutes, ordinances, rules, regulations and accepted construction and engineering standards; and

WHEREAS, the public improvements made the subject of this Agreement (the "Phase I Improvements"), which comprise the public improvements for the first of several phases of the Development, and the estimated cost of construction of the Improvements, together with the estimated cost of ancillary services including engineering, legal, inspection and project administration, are itemized and set forth in detail on Exhibit "A" appended hereto and incorporated herein; and

WHEREAS, Developer has also agreed, through acceptance of the conditions set forth in the Conditional Use Order dated May 27, 1999<sup>1</sup>, to contribute to the Township certain funds ("Impact Funds") for the purposes of (i) right-of-way acquisition and any other highway improvements in the vicinity of the development deemed desirable by the Board of Supervisors, (ii) contributions to the acquisition or improvement of fire fighting, rescue or

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<sup>1</sup> Developer represents that the Conditional Use Order was the subject of an appeal captioned Morrison C. Huston et al v. Board of Supervisors of West Vincent Township, et al. No. 99-05457 (CCP Chester) and that such appeal has concluded and has been settled pursuant to a Settlement Agreement signed by all parties.

other emergency service vehicles or equipment, and/or (iii) acquisition of open space land and/or development rights within lands of West Vincent Township as follows:

1. at the time of occupancy of each dwelling unit, the sum of \$500 per dwelling unit;
2. at the time of occupancy of each retail building in the development, the sum of \$.50 per square foot of retail space; and
3. at the time of occupancy of each office building within the development (excluding library space, for which no highway assessment shall be made) the sum of \$.40 per square foot of office space.

NOW, THEREFORE, know all men by these presents that, in order to secure the design, construction, completion, and installation of and payment for the Phase I Improvements, Developer does stand bound by these presents unto West Vincent Township in the amount of Twelve Million Two Hundred and Fifty-nine Thousand Nine Hundred and Thirty-seven dollars and Fifty Eight cents (\$12,259,937.58). The further condition of this obligation with respect to Developer is that if Developer shall design, install, construct, complete, pay for, and dedicate or cause to be designed, installed, constructed, completed, paid for, and dedicated, all in a good and workmanlike manner and in accordance with permits granted, plans and applications submitted and applicable statutes, rules, regulations, and ordinances all and singular, the Phase I Improvements as required by the Plans and application for subdivision aforementioned, together with other terms and conditions of this Agreement, then, and in such event, this obligation shall be null and void

NOW, THEREFORE, intending to be legally bound hereby, the parties covenant and agree as follows:

1. Final Subdivision Plan. The Plans will be duly signed by the Township and Developer as soon as possible after the execution of this Agreement and the "Agreement to Construct Community Waste Water Collection Treatment and Disposal Facilities in West Vincent Township" (the "Sewer Agreement"), and approval by the Township of the "Declaration of Covenants, Conditions and Restrictions for Weatherstone, A Planned Community."

2. Duty to Construct Public Improvements. Developer shall construct or cause to be constructed at its own expense and without any expense or cost whatsoever to Township, in strict conformity with Township's requirements and specifications, all public improvements shown on the Plans in four phases, for which the Developer is required to provide a Letter of Credit as financial security, as provided in Section 3 of this Agreement. The Phase I Improvements described in Exhibit "A" shall be designed, installed, constructed, completed, and paid for within the time period set forth in Section 8. The time within which the public improvements must be completed for each succeeding phase of the Development shall be agreed upon between the Township and the Developer at the time the Letter of Credit is posted for each succeeding phase of the public improvements. The failure to design, install, construct, complete, pay for and, if applicable, dedicate the Phase I Improvements, within the time set forth or such additional time as may be agreed upon between the parties shall be deemed a default hereunder. Developer agrees to comply with the Best Management Practice Inspection and Maintenance Plan by Biohabitats, Inc. dated 6/06/02, incorporated herein by reference,

pertaining to the bioretention facilities that are described in the Plans, provided however that upon dedication or conveyance of such facilities to the home owners association or any other body the maintenance procedures in the Best Management Practice Inspection and Maintenance Plan shall be assumed by the owner of such facilities and Developer shall have no further responsibility for such maintenance

3. Financial Security for Completion of Phase I Improvements.

a. Simultaneously with the execution of this Agreement, Developer shall post with Township an unconditional, irrevocable stand-by letter of credit in the amount of Twelve Million Two Hundred and Fifty-nine Thousand Nine Hundred and Thirty-seven dollars and Fifty Eight cents (\$12,259,937.58) (the "Letter of Credit") as security to cover the completion of the Phase I Improvements, which amount is equal to one hundred and ten (110%) percent of the cost of completion of the Phase I Improvements estimated and set forth in the breakdown of the estimated costs of the Phase I Improvements labeled Exhibit "A" and attached hereto and made a part hereof and incorporated herein by reference. Immediately following the execution of this Agreement a copy of the Letter of Credit, in the same form as the Letter of Credit provided in the "Escrow Agreement (Remediation Work)", will be attached hereto as Exhibit "B" and made a part hereof and is incorporated herein by reference.

Developer is obligated to provide Township with proof thirty (30) days prior to the expiration of the current letter of credit that the current letter of credit has been renewed for a like successive period of time or that the current letter of credit has been replaced with another letter of credit effective immediately upon the expiration of the current letter of credit for a like successive period of time. Developer's failure to provide such proof of renewal or

replacement shall constitute a default permitting the Township to fully cash out the current letter of credit, however the Township shall give Developer at least ten (10) days notice in writing before cashing out the letter of credit.

b. The procedure for release and/or reduction of the amount of the Letter of Credit shall follow the procedures set forth in this paragraph. As work on the Phase I Improvements is completed and inspected as set forth in the MPC the Township shall release only 90% of the estimated cost of the portion of the work completed (i.e, retaining 20% of the cost of the work completed) representing a retainage of 20% of the estimated cost of the portion of the work in question as shown on Exhibit "A". A copy of the form of the Township Engineer's Certificate of Completion required for each such release is attached hereto as Exhibit "C". However, semi-annually, during every sixth month during the term of this Agreement, the amount of the Letter of Credit shall be reviewed by the Township and the balance of the Letter of Credit shall be further reduced by an amount equal to 10% of the estimated cost of work on the Phase I Improvements that have been completed up to such time (as approved by the Township in accordance with the MPC) representing a cumulative reduction of the Letter of Credit of 100% of the estimated cost of Phase I Improvements completed to that date, but retaining as the balance of the Letter of Credit an amount equal to 10% of the estimated cost of completed Phase I Improvements plus 110% of the estimated cost of Phase I Improvements not completed. In addition, as provided in the MPC, on each anniversary of the date of this Agreement the Township may require that the Letter of Credit be increased as provided in the Section 509(h) of the MPC to an aggregate amount equal to 110% of the estimated cost of the Phase I Improvements remaining to be completed, estimated as of ninety (90) days following the date scheduled for completion of the Phase I Improvements

by Developer, which amount shall be reestablished within sixty (60) days prior to such anniversary pursuant to the procedures set forth in the Municipalities Planning Code, Section 509(g). With regard to the final 10% retainage on completed Phase I Improvements, the Board of Supervisors may, from time to time, consider in its reasonable judgment the release of such retainage, taking into account their engineer's estimate of the cost of the Phase I Improvements remaining to be completed and the Board's reasonable estimate of the sums necessary to assure completion of the Phase I Improvements in accordance with this Agreement.

c. The Letter of Credit posted for the Phase I Improvements (Phase I), and then for each succeeding phase, shall remain in full force and effect until all public improvements on the Plans have been completed or substitute security agreed to by Township and Developer is provided by Developer.

d. At least ninety (90) days prior to the commencement of the next phase of public improvements (i.e., those that are not part of the Phase I Improvements described in Exhibit A), Developer shall provide to the Township an estimate of the costs of such next phase of public improvements. The Township shall review the estimate of costs and shall provide any comments or requested changes within forty-five (45) days provided Developer must so notify Township as part of its estimate of costs of the next phase. Thereafter, and prior to construction of the next phase of the public improvements, the Township and the Developer shall agree on the amount of a new Letter of Credit to be posted for the next phase of the public improvements.

4. Trail Design. The Plans set forth a design for a trail system in the open space of the Development. It is agreed that the Township and Developer will discuss an alternative

trail design as suggested by Castle Valley Consultants, Inc. under the heading "Trail Design" in its memorandum to Allen G. Heist dated May 29, 2001. If the Township and Developer cannot agree, for any reason, on an alternate design for the trail on or before Developer completes construction of the components of the waste water treatment facility and storm water control facilities that are included in the Phase I Improvements then Developer shall proceed with constructing the trail using the trail design in accordance with the Plans. Township and Developer shall make a good faith effort to agree on an alternative trail design if one is recommended by the Township

5. Final Wastewater Treatment Design. Developer agrees to complete the wastewater treatment spray field area design and specifications in accordance with the redesign depicted on the Plans which have been approved by the Township.

6. Farmstead Restrictions. In accordance with Condition #28 of the Conditional Use Order the farmstead parcel described as "13 ACRE FARMSTEAD" on the Plans shall only be sold subject to a recorded deed restriction which shall constitute a covenant running with the land and limits its use to residential, recreational and agricultural uses and limits buildings and structures on the property to one single family dwelling plus accessory agricultural and residential buildings and structures; such deed restriction shall also prohibit the surface disposal of sewage sludge on the farmstead lot.

7. Failure to Complete in Accordance with Agreement. In the event Developer fails to complete construction of the Phase I Improvements in accordance with this Agreement, and if the Letter of Credit proceeds are not sufficient to complete construction of the Phase I Improvements, Developer hereby authorizes and empowers the Solicitor of West Vincent

Township, or the Prothonotary of the Court of Common Pleas of Chester County, Pennsylvania to appear for Developer and confess judgment against Developer for a sum to be determined in accordance with an assessment of damages to be filed, which sum shall be the amount that the Township requires in order to complete the Phase I Improvements (less available proceeds from the Letter of Credit), with costs of suit. The exercise of the warrant of attorney is conditioned upon twenty (20) days written notice to Developer specifying the default and the amount claimed, including attorney's fees. Developer also authorizes an Assessment of Damages to be filed which will include the costs of completing the Phase I Improvements, the costs of this proceeding and reasonable attorney's fee calculated at the Solicitor's regular hourly rate, which will be made part of the judgment confessed against Developer. The total attorney's fees claimed by the Township shall not exceed \$10,000 for the initial confession of judgment. Township shall have the right to further confessions of judgment in the event the prior confessed judgment or judgments is/are in an inadequate amount. If the actual fees of the Township Solicitor at the regular hourly rates charged the Township Solicitor to the Township, subsequent to the initial confession of judgment exceed \$10,000, then the Township shall not be bound by the \$10,000 limitation.

8. Time to Complete Work. In the event the Phase I Improvements are not completed in accordance with the terms of this Agreement within five (5) years measured from the date of recording of the Plans ("Time for Completion of Work"), then Township shall allow two additional extensions for a period of one (1) year each as long as Developer is diligently proceeding with the work and thereafter may, but is not required to, allow additional extensions of time for completion of the Phase I Improvements as long as Developer is

diligently proceeding with the work. In all cases of extension, Developer shall continue to provide a Letter of Credit in an amount equal to 110% of the cost of installing the remaining Phase I Improvements as detailed on Exhibit "A".

9 Developer Default; Township May Complete. If the Developer fails to complete construction of the Phase I Improvements within the Time for Completion or any extensions thereof, or if Developer defaults under any other provision of this Agreement, and upon Township giving written notice to the Developer setting forth the nature of any failure to perform or default and upon the failure of Developer to cure an identified default within thirty (30) days of receipt of notice or in the case of a default not capable of cure within thirty (30) days, upon failure to complete within a reasonable time following receipt of notice, (it being understood that the notice can designate a portion less than all of the work to be done and a lesser time to complete than would be needed for a complete cure) then in that event the Township, at its sole option, may enter into possession of those portions of the Property where incomplete Phase I Improvements are located and complete the work by its employees or by its designated contractors, and receive as payment for the same such sums of money secured by the Letter of Credit under the terms of this Agreement to the extent necessary to complete any Phase I Improvements remaining to be constructed or installed as set forth under this Agreement and the Plans. It is further understood, however, that the Developer has the right to contest in court Township's right to the money the Township has received from the Letter of Credit. It is understood that the escrow amount does not set forth the limit of Developer's responsibility to the Township.

10. Compliance with Township Ordinances and Conditions. Developer agrees that the Plans and any work to be performed hereunder and under the Plans shall be completed in a good and workmanlike manner and in compliance with the requirements of the Ordinances of the Township and in accordance with accepted engineering practices, except as otherwise approved by the Township by special exception, variance or waiver. The conditions set forth in the Final Plan Approval attached hereto and made a part hereof, and incorporated by this reference, as Exhibit "D" relating to final approval of the Plans shall be binding upon Developer.

11. Insurance. Developer shall, contemporaneously with execution of this Agreement and before any work has begun or any building permits issued, provide the Township with certificates of insurance naming West Vincent Township as an additional insured in the amount of Two Million Dollars (\$2,000,000). Said policy is to be approved by Township, and shall provide for at least thirty (30) days prior written notice to Township of any cancellation.

12. Indemnification. Developer agrees to defend, indemnify and hold harmless the Township and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work by Developer on or adjacent to the Property or arising out of or resulting from the approval of the Plans. Developer assumes all risks and shall bear any loss resulting from injury to property or persons caused by the neglect of Developer, its contractors or sub-contractors, with respect to any third party, during the progress of development of the Property and shall indemnify and hold harmless the Township in this regard.

13. Final Release of Letter of Credit. Upon completion of all Phase I Improvements and their acceptance by the Township (if necessary), the filing by the Developer with the Township of the required "as-built" plans and the Developer's execution of the required maintenance guaranty under MPC Section 509(k), the Township shall authorize the release of the Letter of Credit. The procedure required by MPC Section 510(a)-(e) shall be followed in the application of this paragraph.

14. Building Permits. Developer shall be entitled to apply for and receive building permits for the construction of the buildings and dwellings on the lots within the Weatherstone subdivision, subject always to all applicable provisions of West Vincent Township codes, ordinances, and regulations, upon compliance with the following:

- a. The Plans are recorded according to law;
- b. This Agreement is duly signed and delivered and recorded, it being agreed that the Agreement shall be recorded immediately following the recording of the Plan;
- c. The Letter of Credit has been posted to the satisfaction of the Township and is in its possession as shall be acknowledged by the Township in writing; and
- d. The Declaration of Covenants, Restrictions, Easements, Charges and Liens for Weatherstone, a Planned Community, shall be executed and recorded; and
- e. The Sewer Agreement shall be executed and recorded; and
- f. All other applicable requirements of the Township Ordinances and regulations have been met.

15. No Warranty by Township. It is understood and agreed that the Township has reviewed the Plans and specifications for the purpose solely of protecting the interests of the Township and has not thereby expressly or impliedly warranted the technical suitability of the Phase I Improvements or any part thereof, nor their location or installation and Developer warrants that all plans, designs, installations, and specifications are in accordance with sound engineering practices and will be installed in a good and workmanlike manner and in accordance with the Plans and specifications and sound construction practices and does further warrant that the Phase I Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects and Developer and each and every contractor, subcontractor, laborer, materialman and substitutes of any of them, agree to exonerate, indemnify and hold the Township harmless of and from any and all claims and demands with respect to this Agreement and the performance of any and every part thereof.

16. Street Construction: Maintenance of Phase I Improvements. Developer will provide street construction in accordance with the Township regulations and in accordance with the Plans for those streets that are Phase I Improvements. Developer agrees that streets which are Phase I Improvements will not be constructed by Developer until all curbs (if provided in Plans) and sanitary sewers, storm sewers and public utilities are in place and trenches have settled or, the soil has been compacted. Gas, electric and telephone lines shall be run behind the curb line and utility crossing conduits shall be installed if gas, electric and telephone lines are not installed before construction. Developer shall be responsible for all maintenance (including snow removal) of the streets and other Phase I Improvements to be

dedicated until such time as Township accepts dedication thereof. Developer agrees to be responsible for and warrant the structural integrity of all Phase I Improvements to be dedicated to the Township for a period of eighteen (18) months after written acceptance by the Township. Township's requiring of deeds of dedication and recording of the same shall not waive its right to require Developer to provide an eighteen (18) month warranty period after written acceptance of all Phase I Improvements to be dedicated.

17. Dedication of Real Property.

a. The open space area that is included within Development and is identified as Open Space Area "A" on the Plans shall be made ready for dedication to the Township within the time period for completion of the Phase I Improvements as set for in Section 8 of this Agreement. All work that is required to be completed by Developer on such open space area shall be completed by Developer within such time period and prior to dedication. From and after the completion of such work, but in no event later than the time period stated above (whether or not the work is completed) such open space area shall be subject to a continuing offer of dedication which the Township may accept at any time, whether or not a deed is tendered by the Developer. The Township shall, subject to the requirements herein, including completion of all work by the Developer on the open space area required by the Plans, accept the deed of dedication for the open space area when tendered by Developer. Further, should the Developer default under this Agreement and if such default is not cured, and the Township elects to enter onto the Property as provided in Section 9, Open Space Area "A" shall be deemed subject to an immediate and ongoing offer of dedication to the

Township, and the Township may elect to accept the offer of dedication, whether or not a deed is tendered by Developer.

b. The open space areas that are included within the Development and identified as Open Space Areas "B" and "C" on the Plans shall be made ready for dedication to the Township in the time period for dedication of the "Improvements" as defined, and as set forth, in the Sewer Agreement.

c. Developer at Developer's expense, shall obtain current title insurance for, and a release of liens or mortgages on, any area to be covered by a deed or deeds of dedication for the benefit of the Township as provided in this Agreement, the said title insurance to be in the amount of \$100,000 for the roads, \$140,000 for Open Space Area "A", and \$3,360,000 for Open Space Areas "B" and "C" and the sewer plant.

d. Developer shall establish an escrow account in order to secure the structural integrity of Phase I Improvements to be dedicated as well as the functioning of Phase I Improvements to be dedicated in accordance with the design and specifications as depicted on the Plans for a term of eighteen (18) months from the date of the acceptance of dedication, in an amount equal to fifteen percent (15%) of the Township Engineer's estimate of the actual cost of the Phase I Improvements to be dedicated. Developer may in lieu of the aforesaid provision for maintenance, post with Township an irrevocable letter of credit in form and substance satisfactory to the Township for the maintenance of dedicated Phase I Improvements for eighteen (18) months. The said amount shall not set the limit of Developer's liability for defects to Phase I Improvements within the said eighteen (18) month period, the said liability to be unlimited.

e. In addition to the requirements above set forth, Developer shall tender to the Township, prior to the acceptance by the Township of any dedication, the following:

- i. A deed of dedication in customary form satisfactory to the Township Solicitor dedicating the roads or portions thereof in the subdivision as public roads or highways and the storm water management facilities located within such roads,
- ii. A certificate of title insurance or other proof of clear title satisfactory to the Township Solicitor and title insurance protecting the interests of the Township in the amount of: one hundred thousand (\$100,000) Dollars for the roads and the storm water management facilities located within such roads,
- iii. A fee simple deed of special warranty for the open space area "A" that, according to the Plans, is required to be dedicated to the Township upon completion of the improvements to be made to such open space; it being understood that dedication of open space parcels "B" and "C" on the Plans shall be governed by the Sewer Agreement.

18. Reimbursement. Developer shall reimburse Township for all reasonable engineering, administrative and legal services and for recording and other costs which Township incurs pursuant to this Agreement. It is further agreed that the Township shall be reimbursed from the Letter of Credit or other form of security for reasonable engineering, administrative, and legal services and for recording and other costs incurred by the Township

in the performance of and the enforcement of this Agreement in the event Developer fails to do so.

19. Impact Funds. Developer shall pay the Impact Funds as provided in paragraph 31 of the Conditional Use Order, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit E, and Township acknowledges as follows:

a. The cost of repaving of Westover Lane from its intersection with Birchrun Road to the new street intersection ("Westover Lane Repaving"), without curbing and without on-street parking as shown on the Castle Valley Consultants plan titled "Township Road Improvements" dated October 15, 2001 (the "Castle Valley Plan"), shall be credited against, and deducted from, the Impact Funds to be paid by Developer; and

b. The cost of repaving Fellowship Road from the point of the intersection with the southern residential street (depicted as "no left turn onto Fellowship Road" on the Site Plan) south to Route 401 (including the portion within Upper Uwchlan township) and widening it up to 20 feet, without curbs or on-street parking, as depicted in the Castle Valley Plan ("Fellowship Road Improvements"), shall be credited against, and deducted from, the Impact Funds to be paid by Developer.

c. It is further understood and agreed that Developer shall undertake the Westover Lane Repaving and the Fellowship Road Improvements within eighteen (18) months of the date of signing of the Final Plans and that Developer shall post with the Township at the time the Westover Lane Repaving and the Fellowship Road Improvements are completed (as determined by the Township Engineer in accordance with the Castle Valley Plan (both as to

Westover Lane Repaving and Fellowship Road Improvements)) a maintenance bond in the amount of \$177,617.75 for a maximum of two (2) years.

d. Developer has paid Township a \$5,000 Application Fee in accordance with paragraph 34 of the Conditional Use Decision of May 27, 1999. This sum has been used to defray administrative costs, expenses and overhead. It is not a credit against the Impact Fund. In addition, and also in accordance with the Conditional Use Decision, Developer has paid Township an escrow fund of \$25,000 (the "\$25,000 Escrow") that has been applied by the Township for reimbursement of its engineering, planning traffic engineering, legal and other consultants' review fees related to the Plans (the "Review Fees"). The \$25,000 is credited towards the Impact Fund obligation of Developer. The Township has incurred other Review Fees in the total amount of \$69,834.67 as of May 31, 2002, and expects to incur additional amounts thereafter ("Additional Amounts"). Developer shall reimburse the Township immediately following execution of this Agreement the sum of \$69,834.67 plus the Additional Amounts but not to exceed the total sum of \$85,000 for the additional Review Fees, and that amount will also be credited towards Developer's Impact Fund obligation. The estimated cost of \$177,617.75 for the Westover Lane Repaving and the Fellowship Road Improvements as required by the Conditional Use Order, added to the \$25,000 Escrow and the other Review Fees of \$69,834.67 plus the Additional Amounts but not to exceed the total of \$85,000, exceed by at least \$32,452.42 the expected amount of the Impact Fund; it being agreed that the Developer shall, nevertheless, complete the Westover Lane Repaving and the Fellowship Road Improvements. Developer shall have no obligation in any way related to the cost of conversion of Lexington Boulevard to a one-way road, if it occurs, and shall be entitled to no further

credit or reimbursement if the conversion does not occur. It is further understood that the Developer has the continuing obligation unrelated to the Impact Fund to reimburse the Township its reasonable inspection fees related to the construction of the public improvements, including the legal, administrative and consultant fees related to inspections, subject to Section 510(g) of the Municipalities Planning Code, 63 P.S. § 10510(g), and with the understanding that such fees shall not exceed the rate or cost charged by the engineer or consultant to the Township when fees are not reimbursed or otherwise imposed on applicants and with the further understanding that this obligation is related to all public improvements, not just the Westover Lane Repaving and the Fellowship Road Improvements.

20. Conditional Use Order. The parties agree that the Plans and this Agreement conform to the requirements and conditions of the Conditional Use Order dated May 27, 1999 and that the Conditional Use Order remains in effect.

21. Governing Law. This Agreement will be governed, construed and enforced according to the law of the Commonwealth of Pennsylvania and will bind and inure to the benefit of the heirs, executors, personal representatives successors and assigns, whether by merger or consolidation of the parties.

22. Assignment. This Agreement shall be assignable by Developer upon obtaining prior written consent of the Township, which consent shall not be unreasonably withheld.

23. Modification. This Agreement may not be modified, altered, added to, or extended in any manner, or superseded, except by an instrument in writing signed by the parties hereto.

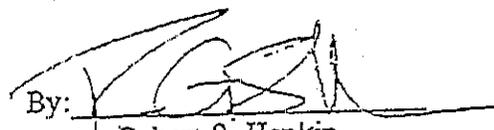
24. Entire Agreement. This Agreement contains the entire agreement among the parties and no other term, covenant or condition not herein contained shall be binding on any of the parties. However, the Township and Developer are parties to the Sewer Agreement, which sets forth certain responsibilities of the Developer in the construction of the Community Waster Water System, and which contemplates that the Developer shall dedicate the Community Waste Water System to the Township upon compliance with certain conditions set forth in the Sewer Agreement. In the event of any conflict or inconsistency between this Agreement and the Sewer Agreement with respect to the Community Waste System, the Sewer Agreement shall be controlling.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the dates indicated below.

WEST VINCENT ASSOC. LTD.,  
A Pennsylvania Limited Partnership

By: WEST VINCENT ASSOC. INC.,  
Its General Partner

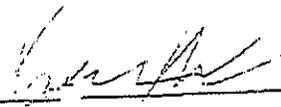
Attest:   
Secretary

By:   
Robert S. Hankin  
President

(SEAL)

Accepted by West Vincent Township as and for security required under Section 509 of the Municipalities Planning Code of Pennsylvania.

Attest:  \_\_\_\_\_

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

Name: Kenneth Miller

Title: Chairman, Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF CHESTER :

On the 28<sup>th</sup> day of Jan, 2002, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Chester, personally appeared ROBERT S. HANKIN, who acknowledged himself to be the President of West Vincent Associates, Inc., the general partner of WEST VINCENT ASSOCIATES, LTD., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public  
My Commission Expires ~~Mar. 1, 2006~~

Notarial Seal Diana L. Cline Notary Public Lynchlan Twp., Chester County My Commission Expires Mar. 1, 2006
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COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF CHESTER :

On the 57 day of July, 2002, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Chester, personally appeared KENNETH I. MILLER, who acknowledged him/herself to be the CHAIRMAN of the WEST VINCENT TOWNSHIP BOARD OF SUPERVISORS, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Township by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public  
My Commission Expires

Notarial Seal Diana L. Cline, Notary Public Uwchlan Twp., Chester County My Commission Expires Mar. 1, 2006
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WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 4/20/02

ITEM #	DESCRIPTION	UNIT	COST	ITEM QUAN.	ESCROW TOTAL	PRE REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
a	Layout Phase 1 No Paving, Curb	LS	\$ 67,842.00	1	\$ 67,842.00					0.00	\$ -
b	Layout Phase 2 & 3 Earthwork, EGSS	LS	\$ 10,656.80	1	\$ 10,656.80					0.00	\$ -
c	Monumentation	LS	\$ 5,000.00	1	\$ 5,000.00					0.00	\$ -
d	As-Built survey	LS	\$ 5,000.00	1	\$ 5,000.00					0.00	\$ -
<b>SUBTOTAL #1</b>					\$ 88,498.80						\$ -

ITEM #	DESCRIPTION	UNIT	COST	ITEM QUAN.	ESCROW TOTAL	PRE REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
a	Clearing Phase 1	ACR	\$ 8,914.29	2	\$ 15,600.01					0.00	\$ -
<b>SUBTOTAL #1</b>					\$ 15,600.01						\$ -

ITEM #	DESCRIPTION	UNIT	COST	ITEM QUAN.	ESCROW TOTAL	PRE REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
a	Construction Entrance	Ton	\$ 19.09	120.00	\$ 2,290.80					0.00	\$ -
b	10" Sill Fence	LF	\$ 1.33	1,326.00	\$ 1,790.10					0.00	\$ -
c	Temp, 18" CMP	LF	\$ 33.06	145.00	\$ 4,793.70					0.00	\$ -
d	R-4 Disagar	Ton	\$ 34.08	25.00	\$ 852.00					0.00	\$ -
e	Strip Topsoil	CY	\$ 1.23	12,747.00	\$ 15,678.81					0.00	\$ -
f	On Site Cuts	CY	\$ 1.23	5,481.00	\$ 6,741.63					0.00	\$ -
g	On Site Fills	CY	\$ 0.63	7,376.00	\$ 4,772.88					0.00	\$ -
h	Import Fill	CY	\$ 1.29	1,735.00	\$ 2,238.15					0.00	\$ -
i	Temporary Seed and Mulch	SP	\$ 0.04	506,081.00	\$ 20,243.24					0.00	\$ -
<b>SUBTOTAL #2</b>					\$ 59,401.31						\$ -

ITEM #	DESCRIPTION	UNIT	COST	ITEM QUAN.	ESCROW TOTAL	PRE REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
a	Construction Entrance	Ton	\$ 19.09	475.00	\$ 9,067.75					0.00	\$ -
b	Super Sill Fence	LF	\$ 5.82	630.00	\$ 3,666.60					0.00	\$ -
c	10" Sill Fence	LF	\$ 1.35	357.00	\$ 481.95					0.00	\$ -
d	18" Sill Fence	LF	\$ 1.35	3,721.00	\$ 5,023.35					0.00	\$ -
e	Infiltration Swale	LF	\$ 5.80	875.00	\$ 5,075.00					0.00	\$ -
f	Gabion Baskets	Ton	\$ 76.01	44.00	\$ 3,344.44					0.00	\$ -
g	Temporary Seed and Mulch	SP	\$ 0.04	1,083,005.00	\$ 43,320.20					0.00	\$ -
h	Rock Check Dam	EA	\$ 116.37	5.00	\$ 581.85					0.00	\$ -
i	Inlet Protection	EA	\$ 116.31	131.00	\$ 15,236.61					0.00	\$ -
<b>SUBTOTAL #2</b>					\$ 85,797.75						\$ -

Client: Weatherstone  
Escrow: Weatherstone Escrow

Castle Valley Consultants

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 3/10/2002

ITEM #	DESCRIPTION	UNIT	UNIT COST	ITEM QUAN.	ESCROW TOTAL	PRE. RBL.	AMT	CURR. RBL.	AMT	TO DATE	AMT
d	Build and Final Regrade	LS	\$ 2,576.43	1	\$ 2,576.43					\$ 0.00	\$ -
b	Interceptor Channel	LF	\$ 3.23	500	\$ 1,615.00					\$ 0.00	\$ -
c	Temporary 12" CMP Riser	EA	\$ 1,113.48	1	\$ 1,113.48					\$ 0.00	\$ -
d	Temporary 12" CMP	LF	\$ 31.30	127	\$ 3,975.10					\$ 0.00	\$ -
e	R-4 Plunge Pool	Ton	\$ 34.08	42	\$ 1,431.36					\$ 0.00	\$ -
SUBTOTAL 12/1/02					\$ 10,711.37						

ITEM #	DESCRIPTION	UNIT	UNIT COST	ITEM QUAN.	ESCROW TOTAL	PRE. RBL.	AMT	CURR. RBL.	AMT	TO DATE	AMT
a	Strip Topsoil (Tran 0-1)	CY	\$ 1.23	951	\$ 1,169.73					\$ 0.00	\$ -
b	Cuts	CY	\$ 1.23	2,928	\$ 3,601.44					\$ 0.00	\$ -
c	Fills	CY	\$ 0.63	976	\$ 583.38					\$ 0.00	\$ -
d	Respread Topsoil	CY	\$ 2.78	700	\$ 1,946.00					\$ 0.00	\$ -
e	18" Silt Fence	LF	\$ 1.35	550	\$ 742.50					\$ 0.00	\$ -
f	Temporary Seed and Match	SF	\$ 0.04	37,740	\$ 1,509.60					\$ 0.00	\$ -
g	Cut in Trench	LF	\$ 2.86	160	\$ 457.60					\$ 0.00	\$ -
h	Temporary 24" CMP Riser	EA	\$ 1,565.36	1	\$ 1,565.36					\$ 0.00	\$ -
i	Temporary 18" CMP	LF	\$ 33.06	110	\$ 3,636.60					\$ 0.00	\$ -
j	Temporary Emergency Spillway	SF	\$ 0.52	900	\$ 468.00					\$ 0.00	\$ -
k	R-4 Disperser	Ton	\$ 34.08	10	\$ 340.80					\$ 0.00	\$ -
l	18" Silt Fence	LF	\$ 1.35	425	\$ 573.75					\$ 0.00	\$ -
m	18" Level Spreader	LF	\$ 36.72	50	\$ 1,836.00					\$ 0.00	\$ -
SUBTOTAL 12/1/02					\$ 18,430.76						

TEMPORARY SLOTTED (Basin C-1)

ITEM #	DESCRIPTION	UNIT	UNIT COST	ITEM QUAN.	ESCROW TOTAL	PRE. RBL.	AMT	CURR. RBL.	AMT	TO DATE	AMT
a	Strip Topsoil (Basin C-1)	CY	\$ 1.23	1,435	\$ 1,765.05					\$ 0.00	\$ -
b	Cuts	CY	\$ 1.23	5,773	\$ 7,100.79					\$ 0.00	\$ -
c	Fills	CY	\$ 0.63	974	\$ 613.62					\$ 0.00	\$ -
d	Temporary Seed and Match	SF	\$ 0.04	56,973	\$ 2,278.92					\$ 0.00	\$ -
e	Cut off Trench	LF	\$ 2.86	150	\$ 429.00					\$ 0.00	\$ -
f	Temporary 24" CMP Riser	EA	\$ 1,565.36	1	\$ 1,565.36					\$ 0.00	\$ -
g	Temporary 18" CMP	LF	\$ 33.06	210	\$ 6,942.60					\$ 0.00	\$ -
h	Temporary Emergency Spillway	SF	\$ 0.51	1,750	\$ 892.50					\$ 0.00	\$ -
i	R-4 Disperser	Ton	\$ 34.08	12	\$ 408.96					\$ 0.00	\$ -
j	Super Silt Fence Basin	LF	\$ 6.58	100	\$ 658.00					\$ 0.00	\$ -
k	Regrade Basin to Permanent	CY	\$ 1.76	6,747	\$ 11,874.72					\$ 0.00	\$ -
SUBTOTAL 12/1/02					\$ 53,529.52						

Standard Escrow Administration  
From Approved Budget

Castle Valley Consultants

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 02/02/00

ITEM #	DESCRIPTION	UNIT	COST	ITEM QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
a	Strip	CY	1.23	1,343	\$ 1,651.89	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
b	Cur	CY	1.23	7,408	\$ 9,111.84	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
c	Fill	CY	0.64	3,605	\$ 2,307.20	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
d	Respread Topsoil	CY	2.78	987	\$ 2,743.86	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
e	Temp Seed and Mulch	SF	0.04	53,314	\$ 2,132.56	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
f	Excavate Cut Off Trench	LF	2.86	340	\$ 972.40	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
g	Temp Type M Inlet Structure	EA	2,023.10	1	\$ 2,023.10	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
h	Temporary 18" CMP	LF	44.12	190	\$ 8,382.80	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
i	Temp R-4 Plunge Pool	TON	34.08	40	\$ 1,363.20	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
j	Temp Emergency Spillway	SF	0.47	3,100	\$ 1,551.00	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
k	R-4 Rip Rap Disperser	TON	34.08	22	\$ 749.76	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
l	Temporary 4" Skimmer	EA	6.58	75	\$ 493.50	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
m	Super Silt Fence Baffle	LF	5,085.37	1	\$ 5,085.37	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
n	One Tube Cleaning of Basin	EA	2,036.51	1	\$ 2,036.51	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
o	Perm M Type Structure	EA	67.03	120	\$ 8,043.60	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
p	42" HCP	EA	1,404.22	3	\$ 4,212.66	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
q	42" Anthesep Collars	EA	2,346.31	1	\$ 2,346.31	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
r	42" Concrete Endwall	EA	1.03	1,342	\$ 1,382.26	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
s	Emergency Stillway Final	SF	34.08	42	\$ 1,431.36	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
t	R-4 Disperser	TON	34.08	42	\$ 1,431.36	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
u	R-4 Rip Rap Outlet	TON	34.08	76	\$ 2,590.08	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
SUBTOTAL "6"					\$ 61,905.11	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
a	Strip Topsoil (Basin C-1)	CY	1.23	1,320	\$ 1,746.60	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
b	Cuts	CY	1.23	3,758	\$ 4,622.34	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
c	Fills	CY	0.64	3,119	\$ 1,996.16	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
d	Respread Topsoil	CY	2.78	1,043	\$ 2,899.54	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
e	Temporary Seed and Mulch	SF	0.04	56,043	\$ 2,241.72	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
f	Cut Off Trench	LF	2.86	200	\$ 572.00	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
g	R-7 Rip Rap Plunge Pool	TON	36.95	454	\$ 16,775.30	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
h	Temp Emergency Spillway	SF	0.52	4,200	\$ 2,184.00	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
i	Super Silt Fence Baffle	LF	6.58	150	\$ 987.00	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
j	Temporary 3" Skimmer	EA	1,028.15	1	\$ 1,028.15	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
k	Regrade Basin to Permanent	EA	1.76	6,939	\$ 12,212.64	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
l	Perm M Type Structure	LF	1,615.51	1	\$ 1,615.51	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
m	42" HCP	EA	67.03	80	\$ 5,362.40	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
n	42" Anthesep Collars	EA	1,404.22	2	\$ 2,808.44	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
o	42" Concrete Endwall	SF	2,346.31	1	\$ 2,346.31	\$ -	\$ -	\$ -	\$ -	0.00	\$ -

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 11/20/2001

#	ITEM DESCRIPTION	UNIT	COST	ITEM QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TO DATE	AMT	
D	Emergency Spillway Final	EA	1.03	1,342	\$ 1,382.26		\$ -		\$ -	0.00	\$ -	
Q	R-4 Disapater	SF	34.08	50	\$ 1,704.00		\$ -		\$ -	0.00	\$ -	
r	Temp 18" CMP	LF	44.12	120	\$ 5,294.40		\$ -		\$ -	0.00	\$ -	
s	R-4 Rip Rap Outlet	TON	34.08	20	\$ 681.60		\$ -		\$ -	0.00	\$ -	
t	Railroad Tie Level Spreader	LF	13.20	80	\$ 1,056.00		\$ -		\$ -	0.00	\$ -	
					<b>SUBTOTAL 07%</b>	\$ 69,516.37		\$ -		\$ -		\$ -

a	Strip Topsoil (Basin IV)	CY	1.21	2,321	\$ 2,854.83		\$ -		\$ -	0.00	\$ -	
b	Cuts	CY	1.21	3,698	\$ 4,548.54		\$ -		\$ -	0.00	\$ -	
c	Fills	CY	0.64	10,873	\$ 6,958.72		\$ -		\$ -	0.00	\$ -	
d	Respread Topsoil	CY	2.78	1,706	\$ 4,742.68		\$ -		\$ -	0.00	\$ -	
e	Import Fill From Onsite	CY	1.43	7,175	\$ 10,260.25		\$ -		\$ -	0.00	\$ -	
f	Temp Emergency Spillway	SF	0.46	925	\$ 425.50		\$ -		\$ -	0.00	\$ -	
g	Temporary Seed and Mulch	LF	0.04	92,140	\$ 3,685.60		\$ -		\$ -	0.00	\$ -	
h	Cut off Trench	LF	2.86	600	\$ 1,716.00		\$ -		\$ -	0.00	\$ -	
i	Interceptor Channel	SF	3.23	400	\$ 1,292.00		\$ -		\$ -	0.00	\$ -	
j	Penn M Type Structure	TON	1,212.31	2	\$ 2,424.62		\$ -		\$ -	0.00	\$ -	
k	30" RCP	LF	42.46	135	\$ 5,732.10		\$ -		\$ -	0.00	\$ -	
l	30" Cone. Anticrep Collars	EA	1.098.05	4	\$ 4,392.20		\$ -		\$ -	0.00	\$ -	
m	18" Silt Fence	LF	1.35	1,050	\$ 1,417.50		\$ -		\$ -	0.00	\$ -	
n	Temp 4" Skimmer	EA	1,273.85	1	\$ 1,273.85		\$ -		\$ -	0.00	\$ -	
o	One Time Cleaning of Basin	EA	5,085.37	1	\$ 5,085.37		\$ -		\$ -	0.00	\$ -	
p	Permanent Emergency Spillway	EA	0.17	800	\$ 616.00		\$ -		\$ -	0.00	\$ -	
q	R-4 Disapater	TON	34.08	17	\$ 579.36		\$ -		\$ -	0.00	\$ -	
r	R-4 Rap Plunge Pool	TON	34.08	175	\$ 5,964.00		\$ -		\$ -	0.00	\$ -	
s	Railroad Tie Level Spreader	LF	13.20	108	\$ 1,425.60		\$ -		\$ -	0.00	\$ -	
					<b>SUBTOTAL 08%</b>	\$ 65,394.72		\$ -		\$ -		\$ -

CASTLE VALLEY GRASSLANDS

a	Strip Topsoil (Basin IV)	CY	1.23	1,444	\$ 1,776.12		\$ -		\$ -	0.00	\$ -
b	Cuts	CY	1.23	4,537	\$ 5,580.51		\$ -		\$ -	0.00	\$ -
c	Fills	CY	0.64	2,439	\$ 1,554.56		\$ -		\$ -	0.00	\$ -
d	Respread Topsoil	CY	2.78	1,062	\$ 2,952.36		\$ -		\$ -	0.00	\$ -
e	Temporary Seed and Mulch	SF	0.04	57,390	\$ 2,294.00		\$ -		\$ -	0.00	\$ -
f	Cut off Trench	LF	2.86	250	\$ 715.00		\$ -		\$ -	0.00	\$ -
g	Interceptor Channel	LF	3.23	225	\$ 726.75		\$ -		\$ -	0.00	\$ -
h	Temp Emergency Spillway	EA	0.47	300	\$ 141.00		\$ -		\$ -	0.00	\$ -
i	Temporary Seed and Mulch	TON	34.08	16	\$ 545.28		\$ -		\$ -	0.00	\$ -
j	18" Silt Fence	LF	1.35	575	\$ 776.25		\$ -		\$ -	0.00	\$ -

Castle Valley Grasslands

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 02/20/2002

#	ITEM DESCRIPTION	UNIT	UNIT COST	ITEM QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
k	Perm M Type Structure	EA	1,154.77	1	1,154.77					0.00	\$
l	24" RCP	LF	29.67	80	2,373.60					0.09	\$
m	24" Conc. Antiseep Collars	EA	1,038.69	2	2,077.38					0.00	\$
n	Temp 4" Skimmer	SF	1,273.85	1	1,273.85					0.00	\$
o	24" Conc. DIV Endwall	EA	1,363.87	1	1,363.87					0.00	\$
p	Permanant Emergency Spillway	SF	0.52	1,200	624.00					0.00	\$
q	One Time Cleaning of Basin	EA	5,085.37	1	5,085.37					0.00	\$
r	R-4 Rap Plunge Pool	TON	38.41	42	1,613.22					0.00	\$
s	Railroad Tie Level Spreader	LF	13.20	32	422.40					0.00	\$
SUBTOTAL					33,050.29						\$

a	Sharp Topsoil (Basin V)	CY	1.23	1,300	1,599.00					0.00	\$
b	Cuts	CY	1.23	1,808	2,223.84					0.00	\$
c	Pits	CY	0.64	2,165	1,385.60					0.00	\$
d	Imported Fill From Onsite	CY	1.29	357	460.53					0.00	\$
e	Reseal Topsoil	CY	2.78	950	2,641.00					0.00	\$
f	Out of Trench	LF	2.86	450	1,287.00					0.00	\$
g	Interceptor Channel	LF	2.23	600	1,938.00					0.00	\$
h	Perm M Type Structure	EA	2,061.97	1	2,061.97					0.00	\$
i	24" RCP	LF	29.67	40	1,186.80					0.00	\$
j	24" Conc. Antiseep Collars	EA	1,038.69	2	2,077.38					0.00	\$
k	24" Conc. DIV Endwall	EA	1,743.91	1	1,743.91					0.00	\$
l	R-4 Rap Plunge Pool	TON	34.08	70	2,385.60					0.00	\$
m	R-4 Dispieter	TON	34.08	10	340.80					0.00	\$
n	Temp Emergency Spillway	SF	0.46	600	276.00					0.00	\$
o	Permanant Emergency Spillway	SF	0.46	660	303.60					0.00	\$
p	18" Silt Fence	LF	1.35	825	1,113.75					0.00	\$
q	Temp 2.5" Skimmer	EA	908.45	1	908.45					0.00	\$
r	Temporary Seed and Mulch	SF	0.04	51,223	2,048.92					0.00	\$
s	One Time Cleaning of Basin	EA	5,085.37	1	5,085.37					0.00	\$
t	Railroad Tie Level Spreader	LF	13.20	52	686.40					0.00	\$
SUBTOTAL					31,753.92						\$

Project: Project From: 02/20/02  
Escrow Account: 02/20/02

Castle Valley Consultants

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 02/02/02

#	ITEM DESCRIPTION	UNIT	COST	ITEM QUAN.	ESCROW TOTAL	PRE REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
a	Strip Topsoil	CY	1.23	50,068	\$ 61,583.64		\$ -	\$ -	\$ -	0.00	\$ -
b	Cuts	CY	1.23	56,163	\$ 69,080.49		\$ -	\$ -	\$ -	0.00	\$ -
c	Fills	CY	0.63	178,132	\$ 112,223.16		\$ -	\$ -	\$ -	0.00	\$ -
d	Imported Fill From 4,400 LF	CY	2.35	105,473	\$ 247,861.55		\$ -	\$ -	\$ -	0.00	\$ -
e	Respread Topsoil	CY	2.79	10,796	\$ 30,120.84		\$ -	\$ -	\$ -	0.00	\$ -
f	Grub Excavation Backfill	LF	1.28	11,576	\$ 40,417.28		\$ -	\$ -	\$ -	0.00	\$ -
g	Fine Grade Subgrade	LF	0.66	80,394	\$ 53,060.04		\$ -	\$ -	\$ -	0.00	\$ -
h	Fine Grade Building Pads	EA	0.10	249,700	\$ 24,970.00		\$ -	\$ -	\$ -	0.00	\$ -
i	Pad Lots	LF	156.68	74	\$ 11,594.32		\$ -	\$ -	\$ -	0.00	\$ -
SUBTOTAL #11					\$ 650,911.32		\$ -	\$ -	\$ -		\$ -
SUBTOTAL #12					\$ 361,323.94		\$ -	\$ -	\$ -		\$ -
a	Storm Blankets	EA	1,782.74	20	\$ 35,654.80		\$ -	\$ -	\$ -	0.00	\$ -
b	Type V Inlets	EA	1,101.68	20	\$ 22,033.60		\$ -	\$ -	\$ -	0.00	\$ -
c	Type C Inlets	EA	1,442.76	111	\$ 60,116.36		\$ -	\$ -	\$ -	0.00	\$ -
d	15" RCP	LF	19.78	4,086	\$ 80,821.08		\$ -	\$ -	\$ -	0.00	\$ -
e	18" RCP	LF	21.17	3,678	\$ 77,863.26		\$ -	\$ -	\$ -	0.00	\$ -
f	18" CMP From inlet-117	LF	33.06	50	\$ 1,653.00		\$ -	\$ -	\$ -	0.00	\$ -
g	12" Level Spreader	LF	28.19	50	\$ 1,409.50		\$ -	\$ -	\$ -	0.00	\$ -
h	24" RCP	LF	29.67	2,935	\$ 86,784.75		\$ -	\$ -	\$ -	0.00	\$ -
i	24" X 33" Ethical Spreader	LF	56.76	137	\$ 7,776.12		\$ -	\$ -	\$ -	0.00	\$ -
j	30" RCP	LF	42.45	1,986	\$ 84,305.70		\$ -	\$ -	\$ -	0.00	\$ -
k	36" RCP	LF	53.14	296	\$ 15,729.44		\$ -	\$ -	\$ -	0.00	\$ -
l	42" RCP	LF	67.03	589	\$ 39,480.67		\$ -	\$ -	\$ -	0.00	\$ -
m	48" RCP	LF	77.27	367	\$ 28,358.09		\$ -	\$ -	\$ -	0.00	\$ -
n	48" Cone DW Endwall	EA	2,488.12	1	\$ 2,488.12		\$ -	\$ -	\$ -	0.00	\$ -
o	36" Cone WDW Endwall	EA	2,150.00	1	\$ 2,150.00		\$ -	\$ -	\$ -	0.00	\$ -
p	36" Cone DW Endwall	EA	1,984.14	4	\$ 7,936.56		\$ -	\$ -	\$ -	0.00	\$ -
q	16" Cone DW Endwall	EA	1,263.87	1	\$ 1,263.87		\$ -	\$ -	\$ -	0.00	\$ -

Castle Valley, 58889 Placitas

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 11/25/01

#	ITEM DESCRIPTION	UNIT	UNIT COST	ITEM QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
1	18" Conc. DW Endwall	EA	\$ 1,111.51	2	\$ 2,223.02		\$ -	\$ -	\$ -	0.00	\$ -
2	15" Conc. DW Endwall	EA	\$ 1,111.51	1	\$ 1,111.51		\$ -	\$ -	\$ -	0.00	\$ -
3	R-4 / R-3 Rip Rap Outlets	TON	\$ 28.25	164	\$ 4,633.00		\$ -	\$ -	\$ -	0.00	\$ -
4	R-5 Rip Rap Outlets	TON	\$ 31.23	188	\$ 5,871.24		\$ -	\$ -	\$ -	0.00	\$ -
5	R-6 Rip Rap Outlets	TON	\$ 33.12	203	\$ 6,723.36		\$ -	\$ -	\$ -	0.00	\$ -
				<b>SUBTOTAL "13"</b>	<b>\$ 676,517.05</b>						
<hr/>											
a	Recharge Bed #1	CY	\$ 31.85	3,345	\$ 106,538.25		\$ -	\$ -	\$ -	0.00	\$ -
b	Type A Manholes	EA	\$ 1,369.10	5	\$ 6,845.50		\$ -	\$ -	\$ -	0.00	\$ -
				<b>SUBTOTAL "14"</b>	<b>\$ 113,383.75</b>						
<hr/>											
a	Recharge Bed #2	CY	\$ 31.85	2,472	\$ 78,733.20		\$ -	\$ -	\$ -	0.00	\$ -
b	Type A Manholes	EA	\$ 1,369.10	5	\$ 6,845.50		\$ -	\$ -	\$ -	0.00	\$ -
c	Type C Inlets	EA	\$ 1,225.73	1	\$ 1,225.73		\$ -	\$ -	\$ -	0.00	\$ -
				<b>SUBTOTAL "15"</b>	<b>\$ 86,804.43</b>						
<hr/>											
a	Recharge Bed #3	CY	\$ 31.85	1,499	\$ 47,743.15		\$ -	\$ -	\$ -	0.00	\$ -
b	Type A Manholes	EA	\$ 1,369.10	5	\$ 6,845.50		\$ -	\$ -	\$ -	0.00	\$ -
c	Type M Inlets	EA	\$ 1,252.52	1	\$ 1,252.52		\$ -	\$ -	\$ -	0.00	\$ -
				<b>SUBTOTAL "16"</b>	<b>\$ 55,841.17</b>						
<hr/>											
a	Recharge Bed #4	CY	\$ 31.85	2,636	\$ 83,956.60		\$ -	\$ -	\$ -	0.00	\$ -
b	Type A Manholes	EA	\$ 1,369.10	3	\$ 4,107.30		\$ -	\$ -	\$ -	0.00	\$ -
c	Type M Inlets	EA	\$ 1,252.52	2	\$ 2,505.04		\$ -	\$ -	\$ -	0.00	\$ -
d	Type C Inlets	EA	\$ 1,225.73	1	\$ 1,225.73		\$ -	\$ -	\$ -	0.00	\$ -
				<b>SUBTOTAL "16"</b>	<b>\$ 91,794.67</b>						

5122 Avenue Miraloma  
Escondido, CA 92025

Cashe Valley Consultants

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 2/20/2002

ITEM #	DESCRIPTION	UNIT	UNIT COST	ITEM QUAN	ESCROW TOTAL	PRI. REL.	AMT	CURR. REL.	AMT	TODATE	AMT
a	Recharge Bed #4	CY	\$ 31.85	2,354	\$ 74,974.90		\$ -		\$ -	0.00	\$ -
b	Type A Manholes	EA	\$ 1,369.10	5	\$ 6,845.50		\$ -		\$ -	0.00	\$ -
SUBTOTAL 1/16"					\$ 81,820.40		\$ -		\$ -		\$ -

a	Recharge Bed #6	CY	\$ 31.85	1,520	\$ 48,412.00		\$ -		\$ -	0.00	\$ -
b	Type A Manholes	EA	\$ 1,369.10	4	\$ 5,476.40		\$ -		\$ -	0.00	\$ -
c	Type M Inlets	EA	\$ 1,252.52	1	\$ 1,252.52		\$ -		\$ -	0.00	\$ -
SUBTOTAL 1/16"					\$ 55,140.92		\$ -		\$ -		\$ -

a	Recharge Bed #4	CY	\$ 31.85	2,670	\$ 85,039.50		\$ -		\$ -	0.00	\$ -
b	Type A Manholes	EA	\$ 1,369.10	3	\$ 4,107.30		\$ -		\$ -	0.00	\$ -
c	Type M Inlets	EA	\$ 1,252.52	2	\$ 2,505.04		\$ -		\$ -	0.00	\$ -
d	Type C Inlets	EA	\$ 1,225.73	3	\$ 3,677.19		\$ -		\$ -	0.00	\$ -
SUBTOTAL 1/16"					\$ 95,329.03		\$ -		\$ -		\$ -

a	8" CL 52 DIP	LP	\$ 18.24	10,068	\$ 183,640.32		\$ -		\$ -	0.00	\$ -
b	8" Gate Valve	EA	\$ 775.11	10	\$ 7,751.10		\$ -		\$ -	0.00	\$ -
c	Hydrants	EA	\$ 2,637.10	15	\$ 39,556.50		\$ -		\$ -	0.00	\$ -
d	8" x 2" Blow Off Assembly	EA	\$ 591.88	11	\$ 6,510.68		\$ -		\$ -	0.00	\$ -
e	3/4" Water Service	EA	\$ 505.33	134	\$ 67,446.22		\$ -		\$ -	0.00	\$ -
f	2" Water Service	EA	\$ 1,227.00	23	\$ 28,221.00		\$ -		\$ -	0.00	\$ -
g	6" DIP Frc W/Gate Valve	RA	\$ 1,624.26	23	\$ 37,357.98		\$ -		\$ -	0.00	\$ -
h	Testing Water	LP	\$ 0.72	10,068	\$ 7,248.96		\$ -		\$ -	0.00	\$ -
SUBTOTAL 1/16"					\$ 377,732.76		\$ -		\$ -		\$ -

a	Bioretention Inlets	EA	\$ 1,516.31	26	\$ 39,424.06		\$ -		\$ -	0.00	\$ -
b	Bioretention Basin I-A	CY	\$ 41.34	1,417	\$ 58,578.78		\$ -		\$ -	0.00	\$ -
c	Bioretention Basin I-B	CY	\$ 41.34	600	\$ 24,804.00		\$ -		\$ -	0.00	\$ -
d	Bioretention Basin I-C	CY	\$ 41.34	1,242	\$ 51,360.00		\$ -		\$ -	0.00	\$ -
SUBTOTAL 1/16"					\$ 174,000.00		\$ -		\$ -		\$ -

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 2/20/02

ITEM #	DESCRIPTION	UNIT	UNIT COST	ITEM QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
6	Bioretention Basin 1-V	CY	\$ 41.34	1,372	\$ 56,718.48	\$ -	-	\$ -	-	\$ 0.00	\$ -
7	Bioretention Basin V	CY	\$ 41.34	206	\$ 8,516.04	\$ -	-	\$ -	-	\$ 0.00	\$ -
				<b>SUBTOTAL *16%</b>	<b>\$ 239,385.64</b>						
<hr/>											
a	Layout	LS	\$ 24,875.20	1	\$ 24,875.20	\$ -	-	\$ -	-	\$ 0.00	\$ -
				<b>SUBTOTAL *16%</b>	<b>\$ 24,875.20</b>						
<hr/>											
a	18" Curb 18x7x8	LF	\$ 8.64	31,576	\$ 272,816.64	\$ -	-	\$ -	-	\$ 0.00	\$ -
				<b>SUBTOTAL *16%</b>	<b>\$ 272,816.64</b>						
<hr/>											
a	8" 3A Mod. Stone Base	SY	\$ 4.97	31,306	\$ 155,590.82	\$ -	-	\$ -	-	\$ 0.00	\$ -
b	2" ID-2 Binder	SY	\$ 4.21	31,306	\$ 131,798.26	\$ -	-	\$ -	-	\$ 0.00	\$ -
c	1 1/2" ID-2 Wearing	SY	\$ 3.89	31,306	\$ 121,780.34	\$ -	-	\$ -	-	\$ 0.00	\$ -
				<b>SUBTOTAL *16%</b>	<b>\$ 409,169.42</b>						
<hr/>											
a	8" 3A Mod. Stone Base	SY	\$ 5.15	1,837	\$ 20,527.95	\$ -	-	\$ -	-	\$ 0.00	\$ -
b	1 1/2" ID-2 Binder	SY	\$ 4.21	3,837	\$ 16,153.77	\$ -	-	\$ -	-	\$ 0.00	\$ -
c	1" ID-2 Wearing	SY	\$ 3.73	3,837	\$ 14,312.01	\$ -	-	\$ -	-	\$ 0.00	\$ -
				<b>SUBTOTAL *16%</b>	<b>\$ 50,993.73</b>						
<hr/>											
a	8" 3A Mod. Stone Base	SY	\$ 5.35	4,604	\$ 24,631.40	\$ -	-	\$ -	-	\$ 0.00	\$ -
b	1 1/2" ID-2 Binder	SY	\$ 4.21	4,604	\$ 19,382.84	\$ -	-	\$ -	-	\$ 0.00	\$ -
c	1" ID-2 Wearing	SY	\$ 3.73	4,604	\$ 17,172.92	\$ -	-	\$ -	-	\$ 0.00	\$ -
				<b>SUBTOTAL *16%</b>	<b>\$ 61,187.16</b>						

5554170000, 11/16/01  
Zippori D. Averbach, Esq.

Castle Valley Consultants

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 02/01/82

#	ITEM DESCRIPTION	UNIT	UNIT COST	ITEM QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TODATE	AMT
<b>DISBURSEMENTS</b>											
a	8" 3A Mod. Stone Base	SY	5.18	8,509	\$ 44,076.62		\$		\$	0.00	\$
b	1 1/2" ID-2 Binder	SY	3.89	8,509	\$ 31,100.01		\$		\$	0.00	\$
c	1" ID-2 Weaning	SY	3.51	8,509	\$ 29,866.59		\$		\$	0.00	\$
				<u>SUBTOTAL "16"</u>	\$ 107,043.22		\$		\$		\$
<b>DISBURSEMENTS</b>											
a	8" 3A Mod. Stone Base	SY	5.13	11,195	\$ 57,430.35		\$		\$	0.00	\$
b	1 1/2" ID-2 Binder	SY	3.89	11,195	\$ 43,548.55		\$		\$	0.00	\$
c	1" ID-2 Weaning	SY	3.51	11,195	\$ 39,294.85		\$		\$	0.00	\$
				<u>SUBTOTAL "16"</u>	\$ 140,273.35		\$		\$		\$
<b>DISBURSEMENTS</b>											
a	8" 3A Mod. Stone Base	SY	5.13	11,070	\$ 56,789.10		\$		\$	0.00	\$
b	1 1/2" ID-2 Binder	SY	3.89	11,070	\$ 41,062.30		\$		\$	0.00	\$
c	1" ID-2 Weaning	SY	3.51	11,070	\$ 38,855.70		\$		\$	0.00	\$
				<u>SUBTOTAL "16"</u>	\$ 138,707.10		\$		\$		\$
<b>DISBURSEMENTS</b>											
a	8" 3A Mod. Stone Base	SY	5.18	8,621	\$ 44,656.78		\$		\$	0.00	\$
b	1 1/2" ID-2 Binder	SY	3.89	8,621	\$ 33,535.69		\$		\$	0.00	\$
c	1" ID-2 Weaning	SY	3.51	8,621	\$ 30,259.71		\$		\$	0.00	\$
				<u>SUBTOTAL "16"</u>	\$ 108,452.18		\$		\$		\$
<b>DISBURSEMENTS</b>											
a	8" 3A Mod. Stone Base	SY	4.97	1,252	\$ 6,272.44		\$		\$	0.00	\$
b	1 1/2" ID-2 Binder	SY	4.64	1,252	\$ 5,809.28		\$		\$	0.00	\$
c	1" ID-2 Weaning	SY	4.37	1,252	\$ 5,471.24		\$		\$	0.00	\$
				<u>SUBTOTAL "16"</u>	\$ 17,552.96		\$		\$		\$

SHAW-McCORMICK INVESTMENT  
EXCISE DISTRICT #100001

Castle Valley Consultants

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 10/20/02

ITEM #	DESCRIPTION	UNIT	UNIT COST	ITEM QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
a	Sealing Curb	LF	\$ 0.18	31,576	\$ 5,683.68					0.00	\$
					SUBTOTAL *16%	\$	5,683.68				
<hr/>											
b	Shipping and Sign Installation	LS	\$ 16,176.00	1	\$ 16,176.00					0.00	\$
					SUBTOTAL *16%	\$	16,176.00				
<hr/>											
a	Utility Excavation/Rackfill	LF	\$ 5.62	7,234	\$ 40,767.48					0.00	\$
b	Utility Crosscuts	EA	\$ 268.82	28	\$ 7,526.96					0.00	\$
					SUBTOTAL *16%	\$	48,294.44				
<hr/>											
a	Pump Station 1	LS	\$ 188,000.00	1	\$ 188,000.00					0.00	\$
b	Pump Station 2	LS	\$ 132,000.00	1	\$ 132,000.00					0.00	\$
c	Influent pit with sewage grinder	LS	\$ 40,000.00	1	\$ 40,000.00					0.00	\$
d	Influent & effluent flow meters	LS	\$ 18,000.00	1	\$ 18,000.00					0.00	\$
e	Lagoon Liner system	LS	\$ 410,000.00	1	\$ 410,000.00					0.00	\$
f	Lagoon inlet tank, strainers & piping	LS	\$ 25,000.00	1	\$ 25,000.00					0.00	\$
g	Treatment equipment and baffle	LS	\$ 76,000.00	1	\$ 76,000.00					0.00	\$
h	Operators Building, lab, bathroom	LS	\$ 168,000.00	1	\$ 168,000.00					0.00	\$
i	irrigation building complete	LS	\$ 78,000.00	1	\$ 78,000.00					0.00	\$
j	irrigation pump station	LS	\$ 48,000.00	1	\$ 48,000.00					0.00	\$
k	(3) Monitoring Wells	LS	\$ 14,000.00	1	\$ 14,000.00					0.00	\$
l	Lagoon fencing	LS	\$ 38,000.00	1	\$ 38,000.00					0.00	\$
m	Spray Irrigation eqnpr. & backwash	LS	\$ 128,000.00	1	\$ 128,000.00					0.00	\$
n	Chemical filter	LS	\$ 9,000.00	1	\$ 9,000.00					0.00	\$
o	Electric	LS	\$ 160,000.00	1	\$ 160,000.00					0.00	\$
p	Spray fields 1 - 8	LS	\$ 390,000.00	1	\$ 390,000.00					0.00	\$
					SUBTOTAL *16%	\$	1,922,000.00				

Castle Valley Consultants  
Escrow Account Form

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 02/19/2002

ITEM	DESCRIPTION	UNIT	COST	ITEM	ESCROW	PRE-REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
a	WVTP	LS	\$ -	1	\$		\$ -		\$ -	0.00	\$
b	WVTP Grand Valley	LS	\$ 1,950,000.00	1	\$		\$ -		\$ -	0.00	\$
			<b>SUBTOTAL 1/16"</b>		\$ 1,950,000.00		\$ -		\$ -	0.00	\$
			<b>SUBTOTAL 1/16"</b>		\$ 1,950,000.00		\$ -		\$ -	0.00	\$

WEATHERSTONE  
ESCROW ACCOUNT

a	Large Deciduous (Shade Tree)	EA	\$ 400.00	573	\$		\$ -		\$ -	0.00	\$
b	Small Deciduous (Ornamental)	EA	\$ 330.00	149	\$		\$ -		\$ -	0.00	\$
c	Evergreen Tree 7'-8'	EA	\$ 275.00	0	\$		\$ -		\$ -	0.00	\$
d	Evergreen Tree 8'-10'	EA	\$ 325.00	0	\$		\$ -		\$ -	0.00	\$
e	Deciduous Shrub (Flowering) 3'-4'	EA	\$ 40.00	600	\$		\$ -		\$ -	0.00	\$
f	Deciduous Shrub (Flowering) 18"-24"	EA	\$ 32.00	317	\$		\$ -		\$ -	0.00	\$
g	Low Evergreen Shrub 18"-24"	EA	\$ 30.00	292	\$		\$ -		\$ -	0.00	\$
			<b>SUBTOTAL 1/16"</b>		\$ 319,784.00		\$ -		\$ -	0.00	\$
a	Layout	LS	\$ 33,500.00	1	\$		\$ -		\$ -	0.00	\$
b	30" silt fence	LF	\$ 1.75	1,560	\$		\$ -		\$ -	0.00	\$
c	Inlet Protection	EA	\$ 90.00	59	\$		\$ -		\$ -	0.00	\$
d	Tenn Seed Stockpiles	SP	\$ 0.03	25,000	\$		\$ -		\$ -	0.00	\$
e	Demo Curb	LS	\$ 625.00	1	\$		\$ -		\$ -	0.00	\$
f	Demo Structures	LS	\$ 2,725.00	1	\$		\$ -		\$ -	0.00	\$
g	Boxout Road	LS	\$ 24,975.00	1	\$		\$ -		\$ -	0.00	\$
h	Plug & Abandon Existing Pipe	LS	\$ 2,525.00	1	\$		\$ -		\$ -	0.00	\$
i	7" x 8" x 18" Curb	LF	\$ 9.85	1,971	\$		\$ -		\$ -	0.00	\$
j	Sawcut for Storm Sewer	LF	\$ 2.50	1,144	\$		\$ -		\$ -	0.00	\$
k	Type "C" Inlets	EA	\$ 1,475.00	30	\$		\$ -		\$ -	0.00	\$
l	Type "S" Inlets	EA	\$ 1,475.00	1	\$		\$ -		\$ -	0.00	\$
m	Storm Manholes	EA	\$ 1,785.00	8	\$		\$ -		\$ -	0.00	\$
n	18" DW Easements	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
o	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
p	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
q	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
r	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
s	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
t	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
u	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
v	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
w	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$
x	18" DW Easement	EA	\$ 800.00	1	\$		\$ -		\$ -	0.00	\$

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 3/26/2003

#	ITEM DESCRIPTION	UNIT	COST	QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TO DATE	AMT
Y	2" Super Pave 19 MM	SY	5.90	5,585	\$ 32,951.50					0.00	\$
Z	Clean & Tack	SY	0.35	15,019	\$ 5,256.65					0.00	\$
a.1	1.5" Super Pave 12.5 MM	SY	4.35	15,019	\$ 65,332.65					0.00	\$
b.1	Leaving RL 401	TN	45.50	220	\$ 10,010.00					0.00	\$
c.1	Respread Topsoil	LS	6,090.00	1	\$ 6,090.00					0.00	\$
d.1	Perim Seed Site	SF	0.04	27,500	\$ 1,100.00					0.00	\$
e.1	Demo Curb	LS	490.00	1	\$ 490.00					0.00	\$
f.1	Demo Structures	LS	1,960.00	1	\$ 1,960.00					0.00	\$
g.1	Demo 18" RCP	LS	2,395.00	1	\$ 2,395.00					0.00	\$
h.1	Convert C Label to MH	Ea	1,085.00	1	\$ 1,085.00					0.00	\$
i.1	Plub & Abandon Existing Pipe	LS	2,365.00	1	\$ 2,365.00					0.00	\$
j.1	Boxout Road	LS	11,715.00	1	\$ 11,715.00					0.00	\$
k.1	7" x 8" x 18" Curb	LF	10.95	1,338	\$ 14,651.10					0.00	\$
l.1	Sawcut for Storm Sewer	LF	2.50	530	\$ 1,325.00					0.00	\$
m.1	Type "C" Inlets	Ea	1,475.00	24	\$ 35,400.00					0.00	\$
n.1	18" Combo Drain	LF	48.00	717	\$ 34,416.00					0.00	\$
o.1	18" RCP O-Ring	LF	38.50	676	\$ 26,026.00					0.00	\$
p.1	Existing Conduit Line X-migs	LS	7,925.00	1	\$ 7,925.00					0.00	\$
q.1	8" U-Drain	LF	9.95	1,780	\$ 17,711.00					0.00	\$
r.1	Full Stone Backfill	Tn	10.50	53	\$ 556.50					0.00	\$
s.1	Temp. Patch Pave	LS	1,895.00	1	\$ 1,895.00					0.00	\$
t.1	Perim Patch Pavement	LS	6,000.00	1	\$ 6,000.00					0.00	\$
u.1	Fine Grade	SY	1.75	1,387	\$ 2,427.25					0.00	\$
v.1	6" 2A Modified	SY	8.25	1,387	\$ 11,442.75					0.00	\$
w.1	8" Super Pave 25 MM	SY	21.25	1,387	\$ 29,473.75					0.00	\$
x.1	2" Super Pave 19 MM	SY	8.35	1,387	\$ 11,581.45					0.00	\$
y.1	Clean & Tack	SY	0.35	5,096	\$ 1,783.60					0.00	\$
z.1	1.5" Super Pave 12.5 MM	SY	4.40	5,096	\$ 22,422.40					0.00	\$
a.2	Leaving Rt. 100	Tn	45.00	80	\$ 3,600.00					0.00	\$
b.2	Respread Topsoil	LS	1,865.00	1	\$ 1,865.00					0.00	\$
c.2	Perim Seed Site	LS	1,990.00	1	\$ 1,990.00					0.00	\$
d.2	Demo Structures	LS	2,370.00	1	\$ 2,370.00					0.00	\$
e.2	Plub & Abandon Existing Pipe	LS	11,715.00	1	\$ 11,715.00					0.00	\$
f.2	Type "C" Inlets	Ea	1,520.00	5	\$ 7,600.00					0.00	\$
g.2	Sawcut	LF	2.50	465	\$ 1,162.50					0.00	\$
h.2	7" x 8" x 18" Curb	LF	11.06	322	\$ 3,561.32					0.00	\$
i.2	18" Combo Drain	LF	47.00	105	\$ 4,935.00					0.00	\$
j.2	18" RCP O-Ring	LF	38.75	52	\$ 2,015.00					0.00	\$
k.2	6" U-Drain	LF	9.95	325	\$ 3,233.75					0.00	\$
l.2	Fine Grade	SY	1.65	235	\$ 387.75					0.00	\$
m.2	6" 2A Modified	SY	8.25	235	\$ 1,938.75					0.00	\$
n.2	8" Super Pave 25 MM	SY	21.25	235	\$ 4,993.75					0.00	\$

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 3/26/2001

ITEM #	DESCRIPTION	UNIT	COST	ITEM QUAN.	ESCROW TOTAL	PRE. REL.	AMT	CURR. REL.	AMT	TODATE	AMT
q.2	2" Super Pave 19 MM	SY	8.35	235	\$ 1,962.25	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
r.2	Clean & Tack	SY	0.35	1,100	\$ 385.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
s.2	1.5" Super Pave 12.5 MM	SY	4.45	1,100	\$ 4,895.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
L2	Boxout Road	LS	5,810.00	1	\$ 5,810.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
u.2	7" x 8" x 18" Curb	LF	8.90	382	\$ 3,399.80	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
v.2	Sawcut for Storm Sewer	LF	2.50	80	\$ 200.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
w.2	Type "C" Inlets	Ea	1,475.00	3	\$ 4,425.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
x.2	Type "M" Inlets	Ea	1,350.00	1	\$ 1,350.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
y.2	Storm Manholes	Ea	1,750.00	7	\$ 12,250.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
z.2	18" Combo Drwn	LF	47.25	141	\$ 6,662.25	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
a.3	18" RCP O-Ring	LF	34.75	687	\$ 23,873.25	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
b.3	Existing Conn Line X-rings	LS	1,475.00	1	\$ 1,475.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
c.3	6" U-Drain	LF	9.95	654	\$ 6,507.30	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
d.3	Full Stone Backfill	TN	10.50	249	\$ 2,614.50	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
e.3	Term. Patch Pave	LS	1,895.00	1	\$ 1,895.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
f.3	Perm. Patch Pavement	LS	5,050.00	1	\$ 5,050.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
g.3	Fine Grde	SY	1.45	1,168	\$ 1,691.60	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
h.3	6" 2A Modified	SY	5.30	1,168	\$ 6,190.40	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
i.3	6" Super Pave 25 MM	SY	12.25	1,168	\$ 14,308.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
j.3	2" Super Pave 19 MM	SY	5.45	1,168	\$ 6,365.60	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
k.3	Chan & Tack	SY	0.35	1,168	\$ 408.80	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
l.3	1.5" Super Pave 12.5 MM	SY	4.60	1,168	\$ 5,372.80	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
m.3	Reshred Topsoil	LS	1,100.00	1	\$ 1,100.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
n.3	Perm. Seed Site	SF	0.04	4,800	\$ 160.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
o.3	Stmting	LS	20,350.00	1	\$ 20,350.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
p.3	Traffic Control	LS	38,100.00	1	\$ 38,100.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
<b>SUBTOTAL "16"</b>					\$ 1,046,007.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<hr/>											
a	Rt. 100 and Rt. 401	LS	65,400.00	1	\$ 65,400.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
b	Rt. 401 and Lexington Blvd	LS	53,500.00	1	\$ 53,500.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
<b>SUBTOTAL "16"</b>					\$ 118,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<hr/>											
a	Lighting	LS	125,526.00	1	\$ 125,526.00	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
<b>SUBTOTAL "16"</b>					\$ 125,526.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Financial Accounting Department  
Executive Personnel Department

Castle Valley Consultants

WEATHERSTONE  
ESCROW ACCOUNT

INITIAL ESCROW  
DATE: 2/20/2002

ITEM #	DESCRIPTION	UNIT	COST	QUAN.	ESCROW TOTAL	PRE. REL. AMT	CURR. REL. AMT	TO DATE	AMT
2	Sidewalk	SF	\$ 3.85	58,427	\$ 224,943.95	\$ -	\$ -	0.00	\$ -
				<b>SUBTOTAL</b>	<b>\$ 224,943.95</b>	<b>\$ -</b>	<b>\$ -</b>		
				<b>TOTALS</b>	<b>\$ 10,568,911.71</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
	TOTAL CONSTRUCTION	=			\$ 10,568,911.71				
	10% CONTINGENCY	=			\$ 1,056,891.17				
	2% FOR INFLATION	=			\$ 211,378.23				
	4% CONSTRUCTION REVIEW	=			\$ 422,756.47				
	<b>SUBTOTAL</b>				<b>\$ 12,259,937.58</b>				
	<b>TOTAL AMOUNT ESCROWED</b>				<b>\$ 12,259,937.58</b>				

RETAINAGE: \$  
AMOUNT OF THIS RELEASE \$

TOTAL REQUESTED TO DATE #REF!