



# RESOLUTION 01-2024 OF THE VILLAGE OF ASHVILLE



## A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE A DEVELOPMENT AGREEMENT WITH D.R. HORTON AND DECLARING AN EMERGENCY.

WHEREAS, the Village Council is responsible for the health and safety of the Village of Ashville; and  
WHEREAS, the Village of Ashville Council can authorize the execution of Development Agreement; and  
WHEREAS, D. R. Horton is the Developer of Walnut Mill a 214 single family development; and  
WHEREAS, the Village of Ashville wishes to protect the village and established parameters of cooperation with a Development Agreement.

NOW, AND HEREAFTER BE IT RESOLVED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

### SECTION ONE

The Village of Ashville Council approves, the Development Agreement, Exhibit A, to be executed by the Village Administrator and Fiscal Officer.

### SECTION TWO

In 2022, the Village of Ashville Council approved Resolution 20-2022, Exhibit B, which is appended as a reference in the Development Agreement, Exhibit A.

### SECTION THREE

That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and the further reason that the Village needs to execute this agreement as soon as possible so as to not delay this project (and the amendment). Wherefore, provided this resolution receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Therefore, this resolution will take effect at the earliest time allowed by law.

Offered by: R. David Rainey

Seconded to the Motion Offered by: Roger L. Clark

Upon roll call on the adoption of the resolution, the vote was as follow:

Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No  
Roger L. Clark   Colton Henson   Randy S. Loveless   Chad K. Noggle   R. David Rainey   Matt Scholl

Excused Absences

ADOPTED THIS THE 18<sup>TH</sup> DAY OF MARCH, 2024  
EFFECTIVE THIS THE 18<sup>TH</sup> DAY OF MARCH, 2024

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 3/19/2024

APPROVED:

Stephen E. Welsh, Mayor

DATE: 3/19/2024


Approved as to form:

Law Director – Aaron M. Glasgow/Brian M. Zets

Prepared: 12/26/2023  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 18<sup>th</sup> day of March 2024, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube)

\_\_\_\_\_  
Clerk-Fiscal Officer  
(TITLE)

## DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is made effective on the date last executed below (the “**Effective Date**”), by and between, the Village of Ashville, Ohio, a municipal corporation and political subdivision of the State of Ohio (“**the Village**”); and D.R. Horton – Indiana, LLC, a Delaware limited liability company (collectively, with its employees, agents, representatives, affiliates, successors, nominees and/or assigns) (“**the Developer**”).

### RECITALS:

- A. The Developer owns ±59.75 acres of land located in Ashville, Ohio (the “**Walnut Mill Development**”), which is further depicted and described in Exhibit A attached hereto and incorporated herein by this reference and intended for use as a single-family subdivision; and
- B. As part of the development of the Walnut Mill Development, the Developer needs to construct public streets (graded full-width and paved, including drainage structures, sidewalks, curbing and other improvements), street signs (designating the name of each street at each intersection within the subdivision), sewers (including manholes, inlets and all the appurtenances), culverts, detention basins, catch basins, sanitary sewers (including manholes, services and all appurtenances), waterlines (water distribution system including mains, services, valves, fire hydrants and all appurtenances), and all other improvements shown on the plans as approved by the Village internal to the Subdivision and as shown on Exhibit B (“Public Improvements”) to service the lots located in the residential subdivision known as Walnut Mill (“the Subdivision”); and
- C. With Ordinance 2022-10, Council for the Village of Asheville approved the Final Development Plan (and text) for the Subdivision; and
- D. With Resolution 02-2022, Council for the Village of Ashville authorized the Village to execute a Sewer Service Development Agreement with the Developer which governed the construction of a new gravity sewer and force main to provide sanitary sewer services to the Subdivision (“Sewer Service Agreement”) the layout of which is depicted in Exhibit C. Except as otherwise set forth herein, this Agreement is not meant to, and shall be interpreted as, amending, modifying, replacing, or superseding the previously executed Sewer Service Agreement; and
- E. Whereas, the Developer obtained approval for the rezoning of this property on or about June 8, 2022; and
- F. Whereas, the Village passed a subsequent impact fee ordinance on or about December 21, 2022; and

- G. The Village and the Developer now execute this Agreement to set forth the duties/responsibilities of each with respect to the design, construction, payment, and dedication of the Public Improvements.

**NOW, THEREFORE,** in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer herein agree as follows:

**1. Design and Construction of the Public Improvements.** The Developer shall be responsible, at its sole cost and expense, to design and construct, or cause to be designed and constructed, the Public Improvements, with construction to be completed in accordance with the Phasing Plan set forth in the Walnut Mill Final Development Plan.

The Developer shall construct or cause to be constructed the Public Improvements in accordance with the approvals of the Village Engineer as determined by the Village of Ashville Code and applicable subdivision regulations, Ohio EPA, Ohio EPA, Pickaway Soil & Water Conservation Service, and other regulatory or governmental entities or agencies having jurisdiction. The Public Improvements shall be constructed based on detailed construction and engineering plans which are first approved by the Village Engineer and other regulatory or governmental entities or agencies having jurisdiction. The Developer shall not commence construction on any improvements until:

- a. The Village Engineer, or his designee, reviews and approves the Developer's design of the Public Improvements.
- b. All other approvals have been applied for by the Developer and all requirements for commencement of construction by those regulatory or governmental entities or agencies having jurisdiction over the respective Public Improvement have been met.
- c. The Developer has paid all required inspection fees.

The Developer shall be responsible, at its sole cost and expense, to obtain all easements necessary to construct, install, and maintain the Public Improvements. The Village hereby grants the Developer permission to enter onto and use any easement and/or right-of-way under the Village's control to construct and install, or cause to be constructed and installed, the Public Improvements.

The Developer shall be responsible, at its sole cost and expense, to relocate all utilities currently located on the Project Site if the utility needs to be relocated to complete construction of the Subdivision.

The Developer shall be responsible, at its sole cost and expense, for all snow removal, mowing, ditch maintenance, stormwater maintenance, and all other maintenance of the Public Improvements until the Village accepts the dedication of the Public Improvements.

The Developer shall comply with Section 1181.02 of the Codified Ordinances of the Village of Ashville.

**2. Payment of Bond.** Upon approval of the Village of the cost estimate, D.R. Horton shall post the required bond for the Public Improvements.

**3. Dedication and acceptance of the Public Improvements.** Within thirty (30) days of receipt of the notification of completion from the Developer, the Village Engineer shall provide the Village and Developer with a letter which certifies that construction of the Public Improvements are in conformance with the construction plans and Village Ordinances and Regulations or give the Developer a written “punch list” of items to correct and/or complete. Any “punch list” items shall be promptly addressed and resolved by Developer to the Village Engineer’s sole satisfaction not to be unreasonably withheld and the Village Engineer shall immediately thereafter provide the Village and Developer with a letter certifying the completion of construction of the Public Improvements to the Village standards.

Once the Village Engineer has so confirmed, the Developer shall formally dedicate the Public Improvements (and related rights-of-way and easements), without any additional consideration from the Village, to the Village. At this time, the Developer shall provide to the Village all plans, specifications, and supporting data, including detailed engineering drawings, specifications and “as built” plans (complete set of 22” x 34” reproducible drawings as well as an entire set of CAD drawings)) for the Public Improvements.

At the next regular meeting of Council for the Village of Ashville, after the Developer dedicates the Public Improvements, the Village shall accept this dedication on an emergency basis. Such acceptance shall not be given until the Developer has acknowledged and guaranteed in writing, that, if construction or other defects or failures with the Public Improvements occur within a period of one (1) year post-dedication, the Developer shall correct such issues to the satisfaction of the Village Engineer without any additional consideration from the Village.

**4. Construction Insurance, Indemnification, and Legal Compliance.** The Developer shall cause the contractors and subcontractors engaged in the construction of the Public Improvements to comply with the Workers’ Compensation Law of the State of Ohio, and all other legal requirements, and during the course of construction of the improvements shall indemnify and hold harmless the Village from any and all claims, demands, actions or liabilities arising out of personal injury, death or property damage resulting from the construction work performed or caused to be performed by the Developer. In addition, the Developer shall secure and maintain, and shall require that any contractor or subcontractor installing improvements secure and maintain at least the following minimum amounts of insurance:

General Liability Insurance, on an occurrence basis, in an amount not less than Five Hundred Thousand and no/100 (\$500,000.00) for injuries, including those resulting in death, to any one person, and an amount not less than One Million and no/100 (\$1,000,000.00) for damages on account of any one (1) accident or occurrence, and Property Damage Insurance on an occurrence basis in an amount not less than Five Hundred Thousand and no/100 (\$500,000.00) for damages on account of any one (1) accident or occurrence. All said insurance shall name the Village as the named insured. Such insurance shall be maintained in full force and effect during the construction of the Public Improvements and shall protect the Village, its officials (elected and appointed), employees, agents, and representatives from claims for damages for personal injury

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and wrongful death and for damages to property arising in any manner from the acts or omissions of the Developer or contractors and subcontractors, their employees, agents, representatives or persons working under their direction and control in the construction of the Public Improvements. Certificates of insurance naming the Village as additional insured shall be obtained and filed with the Village prior to commencement of construction. These certificates shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior actual written notice has been provided to the Village.

**5. Permits and Fees.** The Developer shall apply for, and obtain, all necessary permits and shall pay all fees as required by Village of Ashville to design and construct, or cause to be designed and constructed, the Public Improvements based upon the fee schedule in force at the time of the execution of this Agreement or as amended thereafter. These fees include, but are not limited to, zoning fees, water fees, engineer plan review fees, inspection fees, and except as set forth in Paragraph 6 herein, sanitary sewer tap fees.


**6. Sanitary Sewer Agreement.** The Parties agree per the Sanitary Sewer Agreement, the Developer shall cause the construction of a sanitary sewer trunk system and related upsizing improvements (collectively “the Upsizing Improvements”) and shall be reimbursed for the cost of the Upsizing Improvements by the Village with sanitary sewer tap fee credits. The Parties acknowledge that the Village subsequently increased its sanitary sewer tap fees via Ordinance 05-2023. D.R. Horton has tendered pre-payment to the Village for five (5) sanitary sewer taps in the amount of \$27,7000, and five (5) water taps in the amount of \$21,600, for a total pre-payment for sanitary sewer taps and water taps for five units in the amount of \$49,350. This amount is pre-payment for the cost of the tap fees prior to the tap fee increase as passed by the Village of Ashville and is payment under the former rate for the remaining five (5) sanitary sewer and water tap fees that are not anticipated to be credited towards the reimbursement of the Upsizing Improvements. A total amount of 219 units shall be eligible for payment under the fee schedule prior to amendment. The Parties further acknowledge that estimated costs for the Upsizing Improvements is \$1,203,249.55, with sewer tap fee credits at a rate of \$5,500 per unit available for reimbursement. As per the Sewer Service Development Agreement, reimbursement shall be based upon actual invoices submitted by D.R. Horton to the Village and approved by the Village. The Parties acknowledge the cost of the Upsizing Improvements may exceed the estimates incorporated herein as Exhibits D, E, F. To the extent the cost of the Upsizing Improvements exceeds the estimated amounts, the Developer shall be reimbursed for any pre-payment costs and shall be entitled to direct reimbursement payment from the Village as set forth in the Sanitary Sewer Agreement.

**7. Modifications, Amendments, and Assignment.** This Agreement may be modified or amended only by a written agreement duly executed by the parties. The Developer may not assign its duties, obligations, and/or rights under this Agreement without the prior written consent of the Village, unless such assignment is to a wholly owned subsidiary entity of Developer.


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- 8. Integration.** Except for documents specifically referenced herein, this Agreement contains the complete and final agreement between the Parties. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, agreements and/or representations, whether oral or written, related to the matters contained herein.
- 9. Severability.** This Agreement shall be severable if any part or parts of the Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction. All remaining provisions shall remain binding and in full force and effect.
- 10. Authority.** The undersigned individuals below represent they are duly authorized to execute this Agreement on behalf of the Parties.
- 11. Waiver of Breach.** A waiver or non-enforcement of any term or condition contained in this Agreement shall not constitute and operate as a waiver of any other or subsequent breach.
- 12. Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Ohio and Ohio law shall govern the administration of this Agreement and the rights, remedies, liabilities, duties, obligations, and/or conduct of the Village and the Developer. The Village and the Developer agree that any and all claims, disputes, and/or causes of action that may be asserted under this Agreement shall be heard only in a court of competent jurisdiction in Pickaway, Ohio. In any claim, dispute, and/or cause of action related to this Agreement, Ohio substantive law will apply to all aspects of that dispute, without regard to Ohio's or Delaware's choice of law principles/laws.
- 13. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

**Village of Ashville, Ohio**

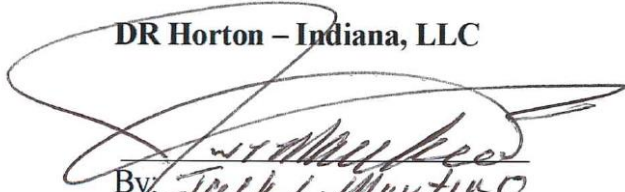
  
Franklin Christman  
Village Administrator

Date: March 19, 2024

  
April Grube  
Fiscal Officer

Date: 3/19/2024

**DR Horton - Indiana, LLC**

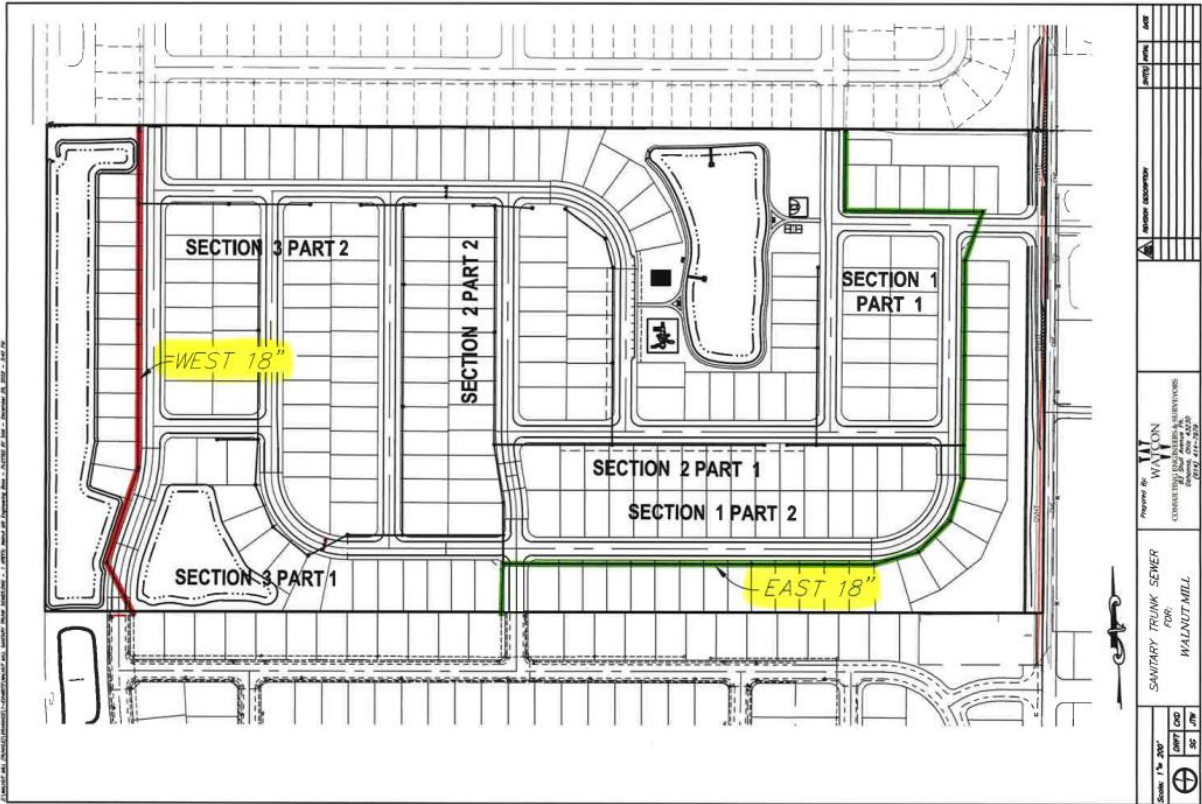
  
By: Jack L. Martino  
Its: Division President

Date: 3.29.24

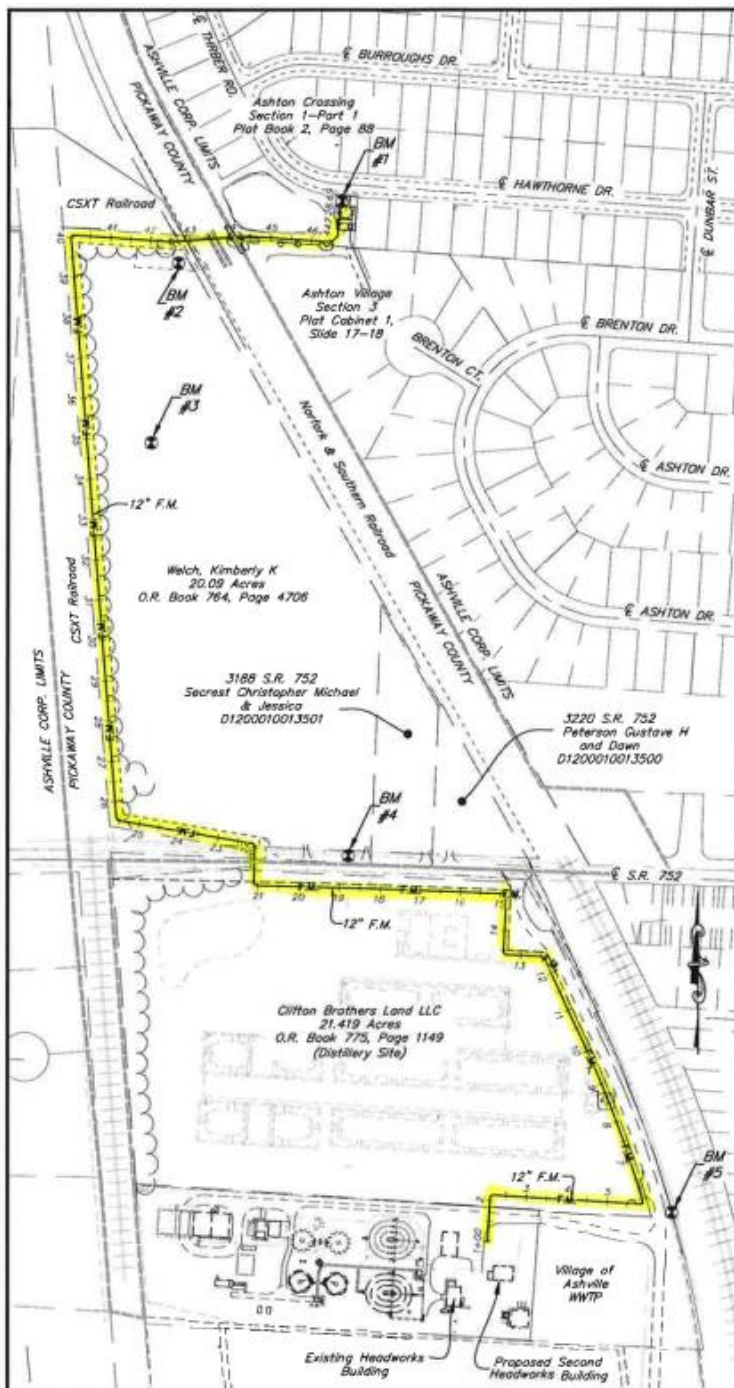




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Exhibit B







**INDEX MAP**  
**WALNUT MILL**  
**OFFSITE SANITARY SEWER IMPROVEMENT PLAN**

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Exhibit D

ENGINEER'S ESTIMATE OF CONSTRUCTION COST  
FOR  
WALNUT MILL SANITARY SEWER OVERSIZING  
December 20, 2022

OVERSIZE SANITARY GRAVITY (EAST SIDE)

| DESCRIPTION                 | QUANTITY | UNIT | UNIT PRICE | TOTAL                |
|-----------------------------|----------|------|------------|----------------------|
| <b>EQUIPMENT</b>            |          |      |            |                      |
| PC 490 Excavator            | 75       | hour | \$ 225.00  | \$ 16,875.00         |
| CAT 330 Excavator           | 75       | hour | \$ 200.00  | \$ 15,000.00         |
| CAT 225 Excavator           | 75       | hour | \$ 128.00  | \$ 9,600.00          |
| CAT 963 Loader              | 75       | hour | \$ 161.00  | \$ 12,075.00         |
| Bench and Replace bench     | 14550    | CY   | \$ 9.50    | \$ 138,225.00        |
| <b>PUMPS AND GENERATORS</b> |          |      |            |                      |
| Generator Pumps and Hoses   | 320      | hour | \$ 175.00  | \$ 56,000.00         |
| Dewatering Bag              | 4        | each | \$ 125.00  | \$ 500.00            |
| CAT 963 Loader              | 48       | hour | \$ 161.00  | \$ 7,728.00          |
| <b>MATERIAL</b>             |          |      |            |                      |
| 13 ~ Manholes               | 282      | v-ft | \$ 137.50  | \$ 38,775.00         |
| 18" Pipe                    | 2750     | ft   | \$ 165.00  | \$ 453,750.00        |
| 61 ~ 6" Risers              | 905      | ft   | \$ 20.00   | \$ 18,100.00         |
| 18" X 6" Wye                | 61       | each | \$ 875.00  | \$ 53,375.00         |
| 57 Stone                    | 1260     | ton  | \$ 23.70   | \$ 29,862.00         |
| 304 Stone                   | 1404     | ton  | \$ 19.65   | \$ 27,588.80         |
| <b>TOTAL</b>                |          |      |            | <b>\$ 877,453.60</b> |

NO OVERSIZE SANITARY GRAVITY (EAST SIDE)

| DESCRIPTION                 | QUANTITY | UNIT | UNIT PRICE | TOTAL                |
|-----------------------------|----------|------|------------|----------------------|
| <b>PUMPS AND GENERATORS</b> |          |      |            |                      |
| Generator Pumps and Hoses   | 160      | hour | \$ 175.00  | \$ 28,000.00         |
| Dewatering Bag              | 2        | each | \$ 125.00  | \$ 250.00            |
| CAT 963 Loader              | 24       | hour | \$ 161.00  | \$ 3,864.00          |
| <b>MATERIAL</b>             |          |      |            |                      |
| 13 ~ Manholes               | 195      | v-ft | \$ 137.50  | \$ 26,812.50         |
| 8" Pipe                     | 2750     | ft   | \$ 67.00   | \$ 184,250.00        |
| 61 ~ 6" Risers              | 478      | ft   | \$ 20.00   | \$ 9,560.00          |
| 88" X 6" Wye                | 61       | each | \$ 68.00   | \$ 4,148.00          |
| 57 Stone                    | 740      | ton  | \$ 23.70   | \$ 17,538.00         |
| 304 Stone                   | 632      | ton  | \$ 19.65   | \$ 12,418.80         |
| <b>TOTAL</b>                |          |      |            | <b>\$ 286,841.30</b> |

EAST SIDE GRAVITY DIFFERENCE

**TOTAL = \$ 590,612.30**

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Exhibit E

**ENGINEER'S ESTIMATE OF CONSTRUCTION COST  
FOR  
WALNUT MILL SANITARY SEWER OVERSIZING  
December 20, 2022**

**OVERSIZE SANITARY FORCEMAIN**

| DESCRIPTION                            | QUANTITY | UNIT | UNIT PRICE     | TOTAL                |
|--|----------|------|----------------|----------------------|
| 12" Forcemain                          | 4540     | ft   | \$ 110.00 =    | \$ 499,400.00        |
| 304 Stone Bedding (forcemain)          | 1995     | ton  | \$ 19.65 =     | \$ 39,201.75         |
| Jack and Bore (R/R) (24" Steel Casing) | 170      | ft   | \$ 300.00 =    | \$ 51,000.00         |
| Directional Bore (S R 752)             | 60       | ft   | \$ 200.00 =    | \$ 12,000.00         |
| 24" Steel Casing Pipe (WWTP)           | 45       | ft   | \$ 300.00 =    | \$ 13,500.00         |
| Valve Chamber                          | 1        | each | \$ 10,000.00 = | \$ 10,000.00         |
| Centrifugal Pump (1240 GPM)            | 2        | each | \$ 74,470.00 = | \$ 148,940.00        |
| Electrical and Scada upgrade           | 1        | each | \$ 30,000.00 = | \$ 30,000.00         |
| <b>TOTAL</b>                           |          |      |                | <b>\$ 804,041.75</b> |

**NO OVERSIZE SANITARY FORCEMAIN**

| DESCRIPTION                            | QUANTITY | UNIT     | UNIT PRICE     | TOTAL                |
|--|----------|----------|----------------|----------------------|
| 6" Forcemain                           | 4540     | Lin. Ft. | \$ 71.50 =     | \$ 324,610.00        |
| 304 Stone Bedding (Forcemain)          | 1425     | Ton      | \$ 19.65 =     | \$ 28,001.25         |
| Jack and Bore (R/R) (18" Steel Casing) | 170      | Lin. Ft. | \$ 150.00 =    | \$ 25,500.00         |
| Directional Bore (S R 752)             | 60       | Lin. Ft. | \$ 100.00 =    | \$ 6,000.00          |
| 18" Steel Casing Pipe (WWTP)           | 45       | Lin. Ft. | \$ 150.00 =    | \$ 6,750.00          |
| Valve Chamber                          | 1        | Each     | \$ 7,500.00 =  | \$ 7,500.00          |
| Centrifugal Pump (315 GPM)             | 2        | Each     | \$ 33,000.00 = | \$ 66,000.00         |
| Electrical and Scada upgrade           | 1        | Each     | \$ 15,000.00 = | \$ 15,000.00         |
| <b>TOTAL</b>                           |          |          |                | <b>\$ 479,361.25</b> |

**OFFSITE FORCEMAIN DIFFERENCE**

**TOTAL = \$ 324,680.50**

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Exhibit F

ENGINEER'S ESTIMATE OF CONSTRUCTION COST  
FOR  
WALNUT MILL SANITARY SEWER OVERSIZING  
December 20, 2022

| OVERSIZE SANITARY GRAVITY (WEST SIDE) |          |      |            |   |                        |
|---------------------------------------|----------|------|------------|---|------------------------|
| DESCRIPTION                           | QUANTITY | UNIT | UNIT PRICE |   | TOTAL                  |
| <b>EQUIPMENT</b>                      |          |      |            |   |                        |
| PC 490 Excavator                      | 60       | hour | \$ 225.00  | = | \$ 13,500.00           |
| CAT 330 Excavator                     | 60       | hour | \$ 200.00  | = | \$ 12,000.00           |
| CAT 225 Excavator                     | 60       | hour | \$ 129.00  | = | \$ 7,680.00            |
| CAT 963 Loader                        | 60       | hour | \$ 161.00  | = | \$ 9,660.00            |
| Bench and Replace bench               | 4000     | CY   | \$ 9.50    | = | \$ 38,000.00           |
| <b>PUMPS AND GENERATORS</b>           |          |      |            |   |                        |
| Generator Pumps and Hoses             | 320      | hour | \$ 175.00  | = | \$ 56,000.00           |
| Dewatering Bag                        | 4        | each | \$ 125.00  | = | \$ 500.00              |
| CAT 963 Loader                        | 40       | hour | \$ 161.00  | = | \$ 6,440.00            |
| <b>MATERIAL</b>                       |          |      |            |   |                        |
| 6 - Manholes                          | 100      | v-ft | \$ 137.50  | = | \$ 13,750.00           |
| 18" Pipe                              | 1325     | ft   | \$ 165.00  | = | \$ 218,625.00          |
| 19 - 6" Riders                        | 200      | ft   | \$ 20.00   | = | \$ 4,000.00            |
| 18" X 6" Wye                          | 19       | each | \$ 875.00  | = | \$ 16,625.00           |
| 57 Stone                              | 380      | ton  | \$ 23.70   | = | \$ 9,006.00            |
| 304 Stone                             | 495      | ton  | \$ 19.65   | = | \$ 9,726.75            |
| <b>TOTAL</b>                          |          |      |            |   | <b>= \$ 415,512.75</b> |

| NO OVERSIZE SANITARY GRAVITY (WEST SIDE) |          |      |            |   |                        |
|--|----------|------|------------|---|------------------------|
| DESCRIPTION                              | QUANTITY | UNIT | UNIT PRICE |   | TOTAL                  |
| <b>PUMPS AND GENERATORS</b>              |          |      |            |   |                        |
| Generator Pumps and Hoses                | 160      | hour | \$ 175.00  | = | \$ 28,000.00           |
| Dewatering Bag                           | 2        | each | \$ 125.00  | = | \$ 250.00              |
| CAT 963 Loader                           | 20       | hour | \$ 161.00  | = | \$ 3,220.00            |
| <b>MATERIAL</b>                          |          |      |            |   |                        |
| 6 - Manholes                             | 61       | v-ft | \$ 137.50  | = | \$ 8,387.50            |
| 8" Pipe                                  | 1325     | ft   | \$ 67.00   | = | \$ 88,775.00           |
| 19 - 6" Risers                           | 76       | ft   | \$ 20.00   | = | \$ 1,520.00            |
| 8" X 6" Wye                              | 19       | each | \$ 68.00   | = | \$ 1,292.00            |
| 57 Stone                                 | 225      | ton  | \$ 23.70   | = | \$ 5,332.50            |
| 304 Stone                                | 60       | ton  | \$ 19.65   | = | \$ 1,179.00            |
| <b>TOTAL</b>                             |          |      |            |   | <b>= \$ 137,956.00</b> |

|                                     |              |                        |
|-------------------------------------|--------------|------------------------|
| <b>WEST SIDE GRAVITY DIFFERENCE</b> | <b>TOTAL</b> | <b>= \$ 277,556.75</b> |
|-------------------------------------|--------------|------------------------|