



**WHEREAS**, the City has determined the Developer's construction of the City Improvements will be an economic benefit to the citizens of the City, therefore, this Agreement is in the best interest of the citizens of the City.

**NOW, THEREFORE**, for and in consideration of the above and foregoing recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Developer do hereby agree as follows:

**Section 1. Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (the "*Effective Date*"). This Agreement shall remain in full force and effect from the Effective Date until the City and the Developer have completed their respective obligations hereunder or until this Agreement has been earlier terminated by the mutual agreement of the City and the Developer in writing or otherwise terminated as set forth in this Agreement.

**Section 3. Improvements.** The Project and City Improvements, as described and defined in the Recitals above, (collectively hereinafter referred to as the "City-Developer Project improvements") have been constructed by Developer in accordance with and subject to the following:

Developer constructed the City-Developer Project improvements as described in this Agreement in accordance with and subject to (i) the zoning for the Development, (ii) all federal, state, and local ordinances, laws, statutes, standards, rules, regulations, codes, orders, directives, permits, plans or policies, including, without limitation, the City of Pflugerville, Texas, and any other governmental entity or agency having jurisdiction over the Development, and (iii) all of the terms and conditions of this Agreement.

A. *Design.* The plans for the design and construction of the City-Developer Project improvements dated 5/2/17 and 6/21/17, entitled Sorento Phase 4 Street, Drainage, Water, & Wastewater Improvements and Sorento Phase 9 Offsite Water & Wastewater Improvements (the "Plans") have been completed by Pape-Dawson Engineers, Inc. (the "Design Professional"), and the same have been submitted to and approved by the City in accordance with the City's normal and usual practices and processes for reviewing and approving design plans for a development. A copy of the Plans will be kept on file in the office of the City Engineer (the "City Engineer"). Approval by the City of the Plans does not constitute a representation or warranty by the City regarding the accuracy and competency of the same, and such approval is not an assumption of or an indemnification for such responsibility or liability by the City for any defect, error or omission in the Plans.

*B. Construction.*

1. The Parties acknowledge that the Developer constructed the City-Developer Project improvements in accordance with the Plans with Developer's personnel and equipment and/or through contract with [insert general contractor name] (the "Contractor"). All work on the City-Developer Project improvements were performed in a good and workmanlike manner and in accordance with the Plans and all applicable laws, ordinances, rules, standards, regulations, and codes.
2. Prior to commencing any work on the City-Developer Project improvements, Developer provided (or required the Contractor to provide) to the City performance bonds as required under Section 212.073 of the Texas Local Government Code guaranteeing the faithful performance of the work and the payment of all obligations arising under the City-Developer Project including, without limitation, the payment of all persons performing labor or providing materials under or in connection with the City-Developer Project, each in the penal sum of one hundred percent (100%) of the total City-Developer Project improvements cost. Developer paid or caused the Contractor or the subcontractor to pay the premiums for such bonds. Bonds shall be issued by a surety company satisfactory to the City, licensed by the State of Texas to act as a Surety, and listed on the current U.S. Treasury Listing of Approved Sureties. All bonds shall be made on a form complying with the requirements of the laws of the State of Texas and satisfactory to the City. Upon the final completion of the City-Developer Project and the acceptance thereof by the City, the Developer shall submit a warranty surety bond in required City format guaranteeing workmanship and materials for a period of two (2) years from the date of final acceptance of the City-Developer Project improvements by the City. Developer shall cause the Contractor, if any, to warrant and represent that it will repair any defects in the work herein contracted to be done and performed for a period of two (2) years from the date of the City's acceptance of all of the City-Developer Project improvements. Developer and the City of Pflugerville, Texas shall be named as joint obligees on all of such Contractor-provided bonds.
3. To the extent any of the City-Developer Project improvements are located within public right-of-way or property owned by the City, the City hereby grants to Developer and the Contractor a license to enter upon such public right-of-way or property for the sole and limited purpose of constructing, inspecting, maintaining, and repairing the City-Developer Project improvements. Developer or Contractor shall coordinate with the City and utility providers to minimize the possibility of damage to utilities and any disruption to users within proximity of the construction area. Upon completion of the City-Developer Project, Developer shall ensure that the City-Developer

Project improvements and the property on which the improvements were constructed are free and clear of all liens and encumbrances, including mechanics liens and purchase money security interests, to the extent arising by, through or under Developer, the Contractor, or any subcontractor or material suppliers pursuant to the Construction Contract.

4. Developer shall timely pay the Contractor, if any, in accordance with the terms and conditions of the applicable construction contract. Developer shall thoroughly inspect the work of any Contractor to guard the City against defects and deficiencies in the City-Developer Project improvements without assuming responsibility for the means and methods used by the Contractor.
5. The City has the right to inspect, test, measure or verify the construction work on the City-Developer Project improvements, as the City deems necessary and at any time.
6. Developer kept the City Engineer informed regarding the progress of the City-Developer Project improvements' construction. Developer notified and provided documentation to the City Engineer for the following events: (i) notice to proceed, (ii) default of the Contractor (if it occurs), and (iii) completion of the City-Developer Project improvements such that they are ready for inspection by the City. The City-Developer Project improvements shall not be considered finally complete until the City Engineer (or designee) has inspected the improvements and has issued a certificate of completion and/or formally accepted the improvements on behalf of the City.

**Section 4. Reimbursement.** Subject to all of the terms and conditions of this Agreement, the City shall reimburse Developer for one hundred percent (100%) of the total actual costs and expenses paid by Developer for designing, insuring, permitting, and constructing the City Improvements (the "City Improvement Costs") This amount shall be the "Reimbursement Amount".

- A. Payment of the Reimbursement Amount shall be made following completion of the City Improvements in accordance with and subject to the following:
  1. The Reimbursement Invoice shall be accompanied by a contractor's lien waiver or copy of the Contractor's certificate of payment to subcontractors and material suppliers for all work completed, and by a certificate (sealed by the Design Professional) from the Design Professional that the City Improvements have been completed in accordance with the Plans and the applicable construction contract.
  2. Payment of the Reimbursement Amount is further conditioned on and subject to the City's prior receipt from Developer of all guarantees and warranties from the Contractor, subcontractors, vendors, suppliers, or manufacturers, in

connection with or relating to all or any portion of the work on the City-Developer Project improvements.

3. Reserved.
4. Payment shall be made within thirty (30) days following the last of:
  - (a) the City's receipt from the Design Professional of the Design Professional's certification (sealed by the Design Professional) that the City-Developer Project improvements have all been fully and finally completed in accordance with an applicable construction contract, all laws, ordinances, standards, codes, rules and regulations of the United States, the State of Texas, the City, and any other governmental entity having jurisdiction (including, without limitation, the standards of the Americans with Disabilities Act of 1990), and with this Agreement,
  - (b) the City's receipt of a written certification from Developer that the final payment for the construction of the City-Developer Project improvements has been made and accepted by the Contractor, and receipt of duly executed lien waivers from the Contractor (and subcontractors and material suppliers) establishing full and final payment or satisfaction of full and final payment to the same, and
  - (c) the City's receipt from Developer of all guarantees and warranties from the Contractor, subcontractors, vendors, suppliers, or manufacturers, in connection with or relating to all or any portion of the work on the City-Developer Project improvements, and
  - (d) the City's receipt of a final invoice containing a notification of final completion of the City-Developer Project improvements and confirmation of the City's acceptance thereof as set forth herein.
5. The cost of the *City Improvements* shall not exceed thirty percent (30%) of the total contract price.

Payment of the final invoice and City's issuance of a letter of acceptance memorandum shall constitute the last and final payment to be made by the City to Developer pursuant to this Agreement, and completion of all of the City's obligations hereunder.

**Section 5. Insurance.** At all times during the term of this Agreement, Developer shall maintain minimum insurance coverages, described below. Developer may satisfy this requirement through insurance provided by its Contractor.

- A. Commercial General Liability insurance at minimum combined single limits

of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

- B. Workers Compensation insurance at statutory limits, including Employers Liability coverage with minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
- C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- D. Umbrella Liability at minimum limits of \$5,000,000.00 aggregate with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies.

Any subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. Developer shall require Contractor to require all subcontractors to carry insurance naming the City of Pflugerville, Texas as an additional insured and meeting all of the above requirements.

- E. With reference to the foregoing insurance requirements, Developer or Contractor (as applicable) shall specifically endorse applicable insurance policies as follows:
  - 1. The City of Pflugerville, Texas shall be named as an additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability.
  - 2. All liability policies shall not contain cross-liability exclusions or insured versus insured restrictions.
  - 3. A waiver of subrogation in favor of the City of Pflugerville, Texas, its officers, employees, and agents shall be contained in the Workers Compensation and all liability policies.
  - 4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City of Pflugerville, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City.
10. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance Developer or its authorized agent, delivered to Developer and the City prior to the commencement of any work on the City Improvements (or within 15 days after the date of this Agreement if construction has already commenced), and shall contain provisions representing and warranting the following:
  - a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - b. Shall specifically set forth the notice-of-cancellation or termination provisions to the City.
11. Upon request, Developer shall furnish the City with certified copies of all insurance policies.
12. Developer shall require Contractor to continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Developer does not comply with this requirement the City Engineer, at the City Engineer's sole discretion, may:
  - a. Subject to the notice and cure period set forth in Section 7, immediately suspend Developer from any further performance under this Agreement and begin procedures to terminate for default, or

- b. Purchase the required insurance with City funds and deduct the cost of the premiums from the Reimbursement Amount due to Developer under this Agreement.
- c. The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

## **Section 6. Indemnity.**

**Developer covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the City of Pflugerville, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Pflugerville, Texas, individually or collectively, in both their official and private capacities (the City of Pflugerville, Texas, and such elected officials, and officers, employees, representatives, and volunteers of the City of Pflugerville, Texas each being a “Pflugerville Person” and collectively the “Pflugerville Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon any Pflugerville Person, whether directly or indirectly, that arise out of, result from, or relate to: (1) the services and work to be provided by Developer under or in connection with this Agreement; (2) representations or warranties by Developer under this Agreement; and/or (3) any other act or omission under or in performance of this Agreement by Company, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, or concessionaire of Company, or any other person or entity for whom Developer is legally responsible, and their respective owners, officers, managers, employees, directors, agents, and representatives (the “Claims”).**

**Developer shall promptly advise the City in writing of any Claims against any Pflugerville Person or Developer related to or arising out of Developer’s activities under this Agreement and shall see to the investigation and defense of such Claims at Developer’s sole cost and expense. The Pflugerville Persons shall have the right, at the Pflugerville Persons’ option and at its own expense, to participate in such defense without relieving Developer of any of its obligations hereunder.**

**The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall survive the termination or expiration of this Agreement.**

## **Section 7. Termination.**

A. Either Party (the “non-defaulting party”) may terminate this Agreement in the event of default of this Agreement by the other Party (the “defaulting party”) and a failure by the defaulting party to cure such default after receiving notice thereof from the non-defaulting party in accordance with this Section 7A. Default shall occur if a Party fails to observe or perform any



of its duties under this Agreement. Should such a default occur, the non-defaulting party shall deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such date may not be sooner than the 20th day following receipt of the notice by the defaulting party; but if the default cannot with diligence be cured within the said 20 day period, if within such 20 day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, not to exceed 40 days following the occurrence of the default. The non-defaulting party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures such default to the non-defaulting party's satisfaction, the proposed termination shall be ineffective. If the defaulting party fails to cure such default prior to the proposed date of termination, the non-defaulting party may terminate this Agreement, and the obligations of the Parties hereunder shall end, except to the extent of such obligations that expressly survive termination or such obligations which accrued prior to the date of such termination. The City Engineer may give such notice on behalf of the City for purposes of this Agreement.

B. In addition to the provisions of Section 7A above, the City may terminate this Agreement without notice or any opportunity to cure for any of the following reasons:

1. Insolvency of, the making of a transfer in fraud of creditors by, or the making of an assignment for the benefit of creditors by, the Developer.
2. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by the Developer, or adjudication as a bankrupt or insolvent in proceedings filed against the Developer.
3. Appointment of a receiver or trustee for all or substantially all of the assets of the Developer.
4. Failure by the Developer to complete the City-Developer Project improvements within one (1) year following the Effective Date (subject to Force Majeure or extension granted by the City for good cause shown).

C. In the event this Agreement is terminated due to default of the Developer or for any of the reasons set forth in Section 7B above, or if the Developer abandons the City-Developer Project for a period of ninety (90) days following commencement of construction thereof, either of which event is before the Developer completes the construction of the City-Developer Project improvements, the City reserves the right to continue the City-Developer Project construction and utilize any unexpended funds for this Agreement or funds secured through any bond provided hereunder to complete the work. In such event, Developer shall have no claim for any other funds of the City.

## **Section 8. Conflict of Interest.**

A. Developer acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

B. Pursuant to the subsection above, Developer warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Developer further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

C. In addition, Developer warrants and certifies that it has filed a Texas Ethics Commission Certificate of Interested Parties (Form 1295).

## **Section 9. Miscellaneous.**

A. **Force Majeure.** “Force Majeure” includes acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornados, hurricanes, arrests and restraints of government and people, explosions, governmental delays, shortages of labor and/or materials, unforeseen environmental conditions and/or endangered species, and any other incapacities of either Party to carry out its obligations under this Agreement.

If, because of Force Majeure any Party is delayed in carrying out its obligations under this Agreement or is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then such Party shall give to the other Party prompt written notice of the Force Majeure event with reasonable full details concerning it. Upon delivery of such notice, the obligation of the Party giving the notice, so far as it is affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. Any Party who is affected by an event of Force Majeure shall use all possible diligence to remove the Force Majeure as quickly as possible, but its obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the Party involved or so affected.

B. **Inspection.** In connection with this Agreement and the matters set forth herein

and in accordance with Texas Local Government Code § 212.074(b), all of Developer's books and other records related to the City-Developer Project shall be made available by Developer for inspection by the City upon request. The City further has the right to conduct inspections of all places where work is undertaken in connection with this Agreement.

C. **Independent Contractor.** Developer is an independent contractor, and Developer shall accomplish all of its obligations and services provided for herein in such capacity, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the Parties; provided always, however, that the obligations and services of Developer hereunder shall be provided in a manner consistent with all applicable standards and regulations governing the same. The City shall have no control or supervisory powers as to the detailed manner or method of Developer's performance of the subject matter of this Agreement. All officers, employees, personnel, contractors, subcontractors, agents, and representatives supplied or used by Developer in connection with the obligations set forth in this Agreement shall be deemed officers, employees, personnel, contractors, subcontractors, agents, and representatives of Developer and shall not be considered officers, employees, personnel, contractors, subcontractors, agents, and representatives of the City for any purpose whatsoever. Developer shall be solely responsible for the compensation of all such persons, for the withholding of income, social security and other payroll taxes and for the coverage of all workers' compensation benefits, as and to the extent applicable.

D. **Non-Assignment.** Neither Party shall have the authority to or shall assign, convey, pledge, or otherwise transfer in any manner this Agreement, or any of the privileges, rights, or duties set forth herein, to any other person or entity, without the express prior written approval and consent of the other Party. Notwithstanding the foregoing, the City acknowledges that the Developer's obligations to construct the City-Developer Project improvements may be performed by the Contractor pursuant to a construction contract, but same shall not constitute an assignment nor a violation of this provision. Any assignment, conveyance, pledge, or other transfer in violation of this provision shall be null and void *ab initio* and cause for immediate termination (no period of cure) by the other Party.

E. **No Third-Party Beneficiary.** This Agreement and each of its provisions are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

F. **Survival.** Except as otherwise provided for in this Agreement, all obligations and responsibilities arising prior to the expiration or termination of this Agreement allocating responsibility or liability of or between the Parties shall survive the completion or termination of this Agreement, and any rights and remedies either Party may have with respect to the other arising out of the performance during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by a Party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the Parties or either of them may have in law, in equity, or



K. **Conflict of Laws and Venue.** The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the Parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in a state district court located in Travis County, Texas.

L. **Entire Agreement.** This Agreement supersedes all previous agreements regarding the matters set forth herein, and constitutes the entire understanding of the Parties. Developer shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties.

M. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid, or unenforceable provision herein, the Parties shall seek to negotiate a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

N. **Applicable Laws.** This Agreement and all of its terms and conditions are subject to applicable laws, ordinances, rules, regulations, and codes, including, without limitation, the City Charter of the City of Pflugerville, Texas. Further, Developer acknowledges that the City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270). By entering into this Agreement, Developer verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

O. **Authority.** The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

P. **Effective Date.** This Agreement shall be effective upon the date of the last of the Parties to sign below, as reflected by the date of signing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement.

CITY:

DEVELOPER:


**CITY OF PFLUGERVILLE, TEXAS**  
a home-rule municipality

**SORENTO HOLDINGS 2012, LLC.**  
a Texas limited liability company

By: Sorento Holdings, Inc.  
a Delaware corporation, its Manager

By:

\_\_\_\_\_  
Sereniah Breland  
City Manager  
Date of signing: \_\_\_\_\_

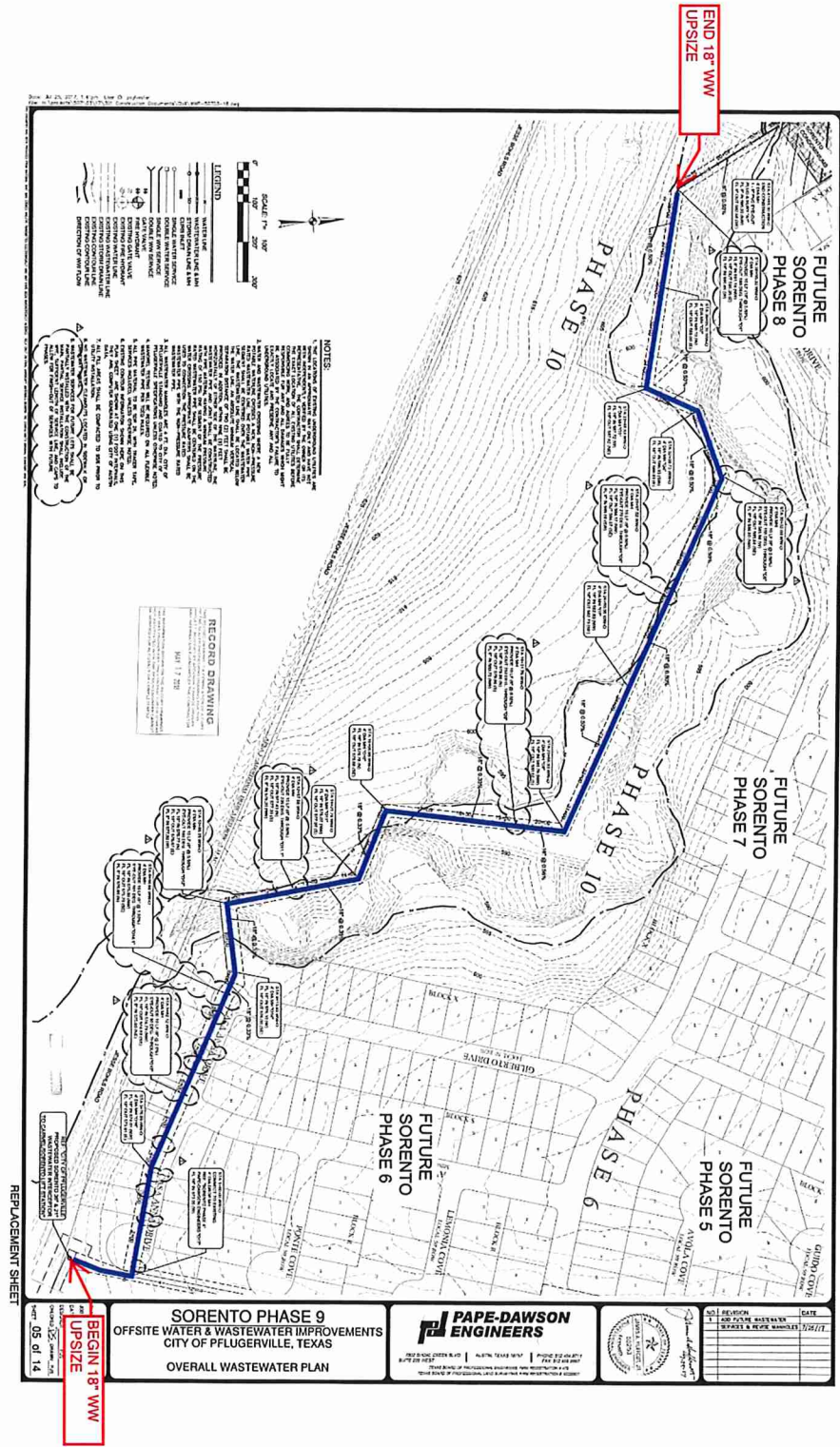
By:   
\_\_\_\_\_  
David Nairne  
Vice President  
Date of signing: Feb. 6/19

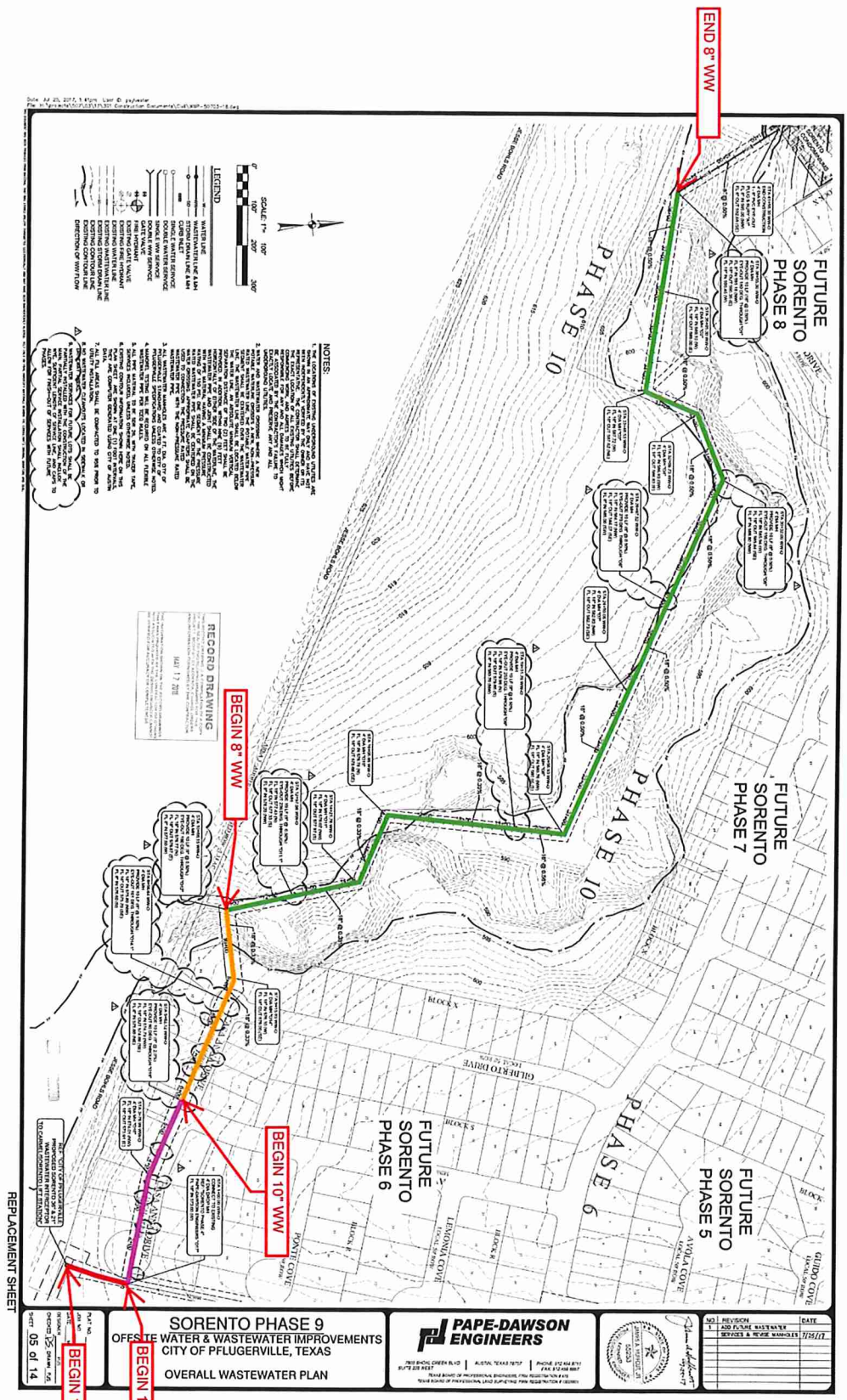
ATTEST:

By: \_\_\_\_\_  
Karen Thompson  
City Secretary

# EXHIBIT 1

## Phase 10 Land





WASTEWATER SIZING  
PER AUG 2016 REPORT

<p><b>RECORD DRAWING</b> DATE: 11/17/2016</p> <p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. THIS DRAWING IS A RECORD DRAWING OF THE WASTEWATER COLLECTION SYSTEM FOR PHASES 5, 6, 7, 8, AND 10 OF THE FUTURE SORENTO DEVELOPMENT. IT IS BASED ON THE DATA PROVIDED BY THE CITY OF PFLUGERVILLE AND THE ENGINEER'S FIELD SURVEY.</li> <li>2. THE WASTEWATER COLLECTION SYSTEM IS SHOWN IN GREEN AND ORANGE. THE 8" DIAMETER LINES ARE SHOWN IN GREEN AND THE 10" DIAMETER LINES ARE SHOWN IN ORANGE.</li> <li>3. THE WASTEWATER COLLECTION SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE WASTEWATER DESIGN MANUAL.</li> <li>4. THE WASTEWATER COLLECTION SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE WASTEWATER DESIGN MANUAL.</li> <li>5. THE WASTEWATER COLLECTION SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE WASTEWATER DESIGN MANUAL.</li> <li>6. THE WASTEWATER COLLECTION SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE WASTEWATER DESIGN MANUAL.</li> <li>7. THE WASTEWATER COLLECTION SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE WASTEWATER DESIGN MANUAL.</li> <li>8. THE WASTEWATER COLLECTION SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE WASTEWATER DESIGN MANUAL.</li> <li>9. THE WASTEWATER COLLECTION SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE WASTEWATER DESIGN MANUAL.</li> <li>10. THE WASTEWATER COLLECTION SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE WASTEWATER DESIGN MANUAL.</li> </ol>	<p><b>PAPE-DAWSON ENGINEERS</b></p> <p>2801 BUCK GREEN BLVD.   AUSTIN, TEXAS 78717   PHONE: 512.844.8474 1000 W. BRIDGES BLVD.   P.O. BOX 1000   PFLUGERVILLE, TEXAS 78066</p>	<p><b>SEAL</b></p> <p>Professional Engineer State of Texas No. 12345 Exp. 12/31/2018</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ADD FUTURE WASTEWATER SIZING PER AUG 2016 REPORT</td> <td>11/17/2016</td> </tr> </tbody> </table>	NO.	REVISION	DATE	1	ADD FUTURE WASTEWATER SIZING PER AUG 2016 REPORT	11/17/2016
NO.	REVISION	DATE							
1	ADD FUTURE WASTEWATER SIZING PER AUG 2016 REPORT	11/17/2016							
<p><b>SORENTO PHASE 9 OFFSITE WATER &amp; WASTEWATER IMPROVEMENTS</b> CITY OF PFLUGERVILLE, TEXAS</p> <p><b>OVERALL WASTEWATER PLAN</b></p>									
<p>REPLACEMENT SHEET</p> <p>DATE: 05/14/14</p> <p>BY: [Signature]</p> <p>SCALE: 1" = 200'</p>									

Exhibit 1 - Page 2



## EXHIBIT 2

### City Improvements as a component of total project costs

#### SORENTO PHASE 9 PUBLIC WASTEWATER UPSIZING COST SUMMARY

##### SORENTO PHASE 9 - OFFSITE WASTEWATER IMPROVEMENTS (AS-BUILT)

Item No.	Description	Qty	Unit	CONTRACT COST	
				Unit Cost	Item Total
6.4	18" SDR-26 WASTEWATER LINE (0'-8')	72	LF	\$46.00	\$3,312.00
6.5	18" SDR-26 WASTEWATER LINE (8'-10')	70	LF	\$48.00	\$3,360.00
6.6	18" SDR-26 WASTEWATER LINE (10'-12')	846	LF	\$50.00	\$42,300.00
6.7	18" SDR-26 WASTEWATER LINE (12'-14')	1,476	LF	\$53.00	\$78,228.00
6.8	18" SDR-26 WASTEWATER LINE (14'-16')	343	LF	\$55.00	\$18,865.00
6.9	18" SDR-26 WASTEWATER LINE (16'-18')	294	LF	\$60.00	\$17,640.00
6.10	18" SDR-26 WASTEWATER LINE (18'-20')	50	LF	\$70.00	\$3,500.00
6.11	18" SDR-26 WASTEWATER LINE (20'-22')	156	LF	\$175.00	\$27,300.00
6.12	18" SDR-26 WASTEWATER LINE (22'-24')	233	LF	\$200.00	\$46,600.00
6.13	18" SDR-26 WASTEWATER LINE (24'-26')	221	LF	\$220.00	\$48,620.00
		3,761			
<b>TOTAL PRICE FOR PHASE 9 OFFSITE - WASTEWATER IMPROVEMENTS</b>					<b>\$289,725.00</b>

##### SORENTO PHASE 4 - OFFSITE WASTEWATER IMPROVEMENTS (AS-BUILT)

Item No.	Description	Qty	Unit	CONTRACT COST	
				Unit Cost	Item Total
6.10	18" SDR-26 WASTEWATER LINE (20'-22')	50	LF	\$105.00	\$5,250.00
6.11	18" SDR-26 WASTEWATER LINE (22'-24')	111	LF	\$140.00	\$15,540.00
<b>TOTAL PRICE FOR PHASE 4 OFFSITE - WASTEWATER IMPROVEMENTS</b>					<b>\$20,790.00</b>
<b>TOTAL CONTRACTED COST - UPSIZED LINE</b>					<b>\$310,515.00</b>

##### SORENTO PHASE 9 - OFFSITE WASTEWATER IMPROVEMENTS (NO UPSIZE)

Item No.	Description	Qty	Unit	CASH CONTRACT	
				Unit Cost	Item Total
6.4	8" SDR-26 WASTEWATER LINE (0'-8')	72	LF	\$30.00	\$2,160.00
6.5	8" SDR-26 WASTEWATER LINE (8'-10')	70	LF	\$34.00	\$2,380.00
6.6	8" SDR-26 WASTEWATER LINE (10'-12')	846	LF	\$36.00	\$30,456.00
6.7	8" SDR-26 WASTEWATER LINE (12'-14')	1,476	LF	\$40.00	\$59,040.00
6.8	8" SDR-26 WASTEWATER LINE (14'-16')	309	LF	\$45.00	\$13,905.00
6.8	10" SDR-26 WASTEWATER LINE (14'-16')	34	LF	\$50.00	\$1,700.00
6.9	10" SDR-26 WASTEWATER LINE (16'-18')	294	LF	\$55.00	\$16,170.00
6.10	10" SDR-26 WASTEWATER LINE (18'-20')	50	LF	\$65.00	\$3,250.00
6.11	10" SDR-26 WASTEWATER LINE (20'-22')	128	LF	\$75.00	\$9,600.00
6.11	12" SDR-26 WASTEWATER LINE (20'-22')	28	LF	\$85.00	\$2,380.00
6.12	12" SDR-26 WASTEWATER LINE (22'-24')	233	LF	\$115.00	\$26,795.00
6.13	12" SDR-26 WASTEWATER LINE (24'-26')	221	LF	\$130.00	\$28,730.00
		3,761			
<b>TOTAL PRICE FOR PHASE 9 OFFSITE - WASTEWATER IMPROVEMENTS</b>					<b>\$196,566.00</b>

##### SORENTO PHASE 4 - OFFSITE WASTEWATER IMPROVEMENTS (NO UPSIZE)

Item No.	Description	Qty	Unit	CASH CONTRACT	
				Unit Cost	Item Total
6.10	18" SDR-26 WASTEWATER LINE (20'-22')	50	LF	\$80.00	\$4,000.00
6.11	18" SDR-26 WASTEWATER LINE (22'-24')	111	LF	\$95.00	\$10,545.00
<b>TOTAL PRICE FOR PHASE 4 OFFSITE - WASTEWATER IMPROVEMENTS</b>					<b>\$14,545.00</b>
<b>TOTAL COST - NON-UPSIZED LINE</b>					<b>\$211,111.00</b>
<b>TOTAL REIMBURSEMENT</b>					<b>\$99,404.00</b>





APPLICATION FOR PAYMENT

<p><b>CONTRACTOR:</b> CASH CONSTRUCTION COMPANY, INC. P O BOX 1279 PFLUGERVILLE, TEXAS 78691 (512) 251-7872 Fax (512) 990-0616</p>	<p><b>OWNER:</b> SORENTO HOLDINGS 2012, LLC 4910 CAMPUS DRIVE NEWPORT BEACH, CA 92660</p>
<p><b>PROJECT NAME:</b> Sorento Condominiums Phase 9 Offsite Infrastructure <b>CASH JOB NO:</b> 807</p>	
<p><b>PROJECT DATE AS OF:</b> 05/23/2018 <b>BILLED TO PAY REQUEST NO.:</b> 8</p> <p><b>TOTAL WORK COMPLETED TO DATE:</b> <b>RETAINAGE:</b> \$475,093.00</p> <p><b>AMOUNT DUE THIS ESTIMATE:</b> \$475,093.00 <b>PREVIOUS BILLINGS:</b> \$427,583.70 <b>CURRENT AMOUNT DUE:</b> \$47,509.30</p>	<p><b>CONTRACT DATE:</b> 06/28/2017 <b>ORIGINAL CONTRACT AMOUNT:</b> \$436,054.00 <b>CHANGE ORDER #1:</b> \$10,679.00 <b>CHANGE ORDER #2:</b> \$15,600.00 <b>CHANGE ORDER #3:</b> \$12,760.00 <b>CHANGE ORDER #4:</b> \$12,760.00 <b>CHANGE ORDER #5:</b> \$12,760.00</p> <p><b>REVISED CONTRACT AMOUNT:</b> \$475,093.00</p>
<p><i>[Signature]</i> Contractor's Representative Date: 5-23-18</p> <p><i>[Signature]</i> Owner's Representative Date: 6/12/18</p> <p><i>[Signature]</i> Engineer's Representative Date: 6/11/18</p>	<p>Travis County MUD No. 17 <i>[Signature]</i> District Engineer Date: 06/11/18</p>

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	PREVIOUS ESTIMATE	QTY THIS ESTIMATE	AMOUNT TO DATE	PERCENT COMPLETE
<p>TO: SORRENTO HOLDINGS 2012, LLC 4810 CAMPUS DRIVE, NEWPORT BEACH, CA 92660</p> <p>FROM: CASH CONSTRUCTION COMPANY, INC P.O. BOX 1279 PFLUGERVILLE TX 76691</p> <p>JOB NAME: Saratoga Condominiums Phase 3 Offsite Infrastructure JOB # 507 ESTIMATE # B DATE: 06/29/2018 REV. AMOUNT: \$475,093.00 REV. AMOUNT: \$475,093.00 RETAINAGE: 10%</p> <p>TOTAL WORK THIS ESTIMATE: \$0.00 TOTAL COMPLETED TO DATE: \$475,093.00 LESS RETAINAGE: \$0.00 TOTAL DUE TO DATE: \$475,093.00 PREVIOUS BILLINGS: \$475,093.00 AMOUNT DUE THIS ESTIMATE: \$47,509.30</p>										
8"	SDR-26 WASTEWATER LINE (8'-10')	LF	87.00	\$2,810.00	\$32.00	87	0.00	87	\$2,810.00	100.00%
8"	SDR-26 WASTEWATER LINE (8'-10')	LF	133.00	\$3,840.00	\$28.80	113	0.00	133	\$3,840.00	100.00%
8"	SDR-26 WASTEWATER LINE (10'-12')	LF	172.00	\$3,312.00	\$19.20	168	0.00	172	\$3,312.00	100.00%
18"	SDR-26 WASTEWATER LINE (10'-12')	LF	70.00	\$3,360.00	\$48.00	70	0.00	70	\$3,360.00	100.00%
18"	SDR-26 WASTEWATER LINE (10'-12')	LF	948.00	\$42,300.00	\$44.50	846	0.00	948	\$42,300.00	100.00%
18"	SDR-26 WASTEWATER LINE (12'-14')	LF	1,476.00	\$18,216.00	\$12.30	1,476	0.00	1,476	\$18,216.00	100.00%
18"	SDR-26 WASTEWATER LINE (14'-16')	LF	343.00	\$18,865.00	\$55.00	343	0.00	343	\$18,865.00	100.00%
18"	SDR-26 WASTEWATER LINE (16'-18')	LF	284.00	\$17,640.00	\$62.00	294	0.00	284	\$17,640.00	100.00%
18"	SDR-26 WASTEWATER LINE (18'-20')	LF	56.00	\$3,400.00	\$60.70	56	0.00	56	\$3,400.00	100.00%
18"	SDR-26 WASTEWATER LINE (20'-22')	LF	156.00	\$7,740.00	\$49.60	156	0.00	156	\$7,740.00	100.00%
18"	SDR-26 WASTEWATER LINE (24'-26')	LF	230.00	\$45,000.00	\$195.60	233	0.00	233	\$45,000.00	100.00%
18"	SDR-26 WASTEWATER LINE (24'-26')	LF	271.00	\$48,020.00	\$177.20	271	0.00	271	\$48,020.00	100.00%
4"	DIAMETER STANDARD MANHOLE (BOLTED & GASKETED)	EA	17.00	\$62,800.00	\$3,700.00	17	0.00	17	\$62,800.00	100.00%
	EXTRA DEPTH MANHOLE	VF	114.00	\$22,800.00	\$200.00	114	0.00	114	\$22,800.00	100.00%
	TIE INTO EXISTING WASTEWATER LINE	EA	1.00	\$1,500.00	\$1,500.00	1	0.00	1	\$1,500.00	100.00%
	ON SITE SPOILS DISPOSAL WITHIN 1,000 FEET OF PROJECT OF EXCESS UTILITY SPOIL	LS	1.00	\$1.00	\$1.00	1	0.00	1	\$1.00	100.00%
OFFSITE WASTEWATER IMPROVEMENTS SUBTOTAL										
12"	CD90 DR-18 WATER LINE	LF	539.00	\$21,460.00	\$40.00	539	0.00	539	\$21,460.00	100.00%
	TRENCH SAFETY	LF	532.00	\$3,860.00	\$7.20	532	0.00	532	\$3,860.00	100.00%
	12" GATE VALVE	EA	2.00	\$2,200.00	\$1,100.00	2	0.00	2	\$2,200.00	100.00%
	TIE INTO EXISTING WATER LINE (12")	EA	1.00	\$2,000.00	\$2,000.00	1	0.00	1	\$2,000.00	100.00%
OFFSITE WATER IMPROVEMENTS SUBTOTAL										
ESC IMPROVEMENTS										
	STABILIZED CONSTRUCTION ENTRANCE	EA	1.00	\$1,500.00	\$1,500.00	1	0.00	1	\$1,500.00	100.00%
	SILT FENCE	LF	4,144.00	\$5,288.00	\$1.28	4,144	0.00	4,144	\$5,288.00	100.00%
	VEGETATION (EASEMENTS)	LF	100.00	\$2,000.00	\$20.00	100	0.00	100	\$2,000.00	100.00%
	ESC IMPROVEMENTS SUBTOTAL	SY	14,623.00	\$7,211.50	\$0.50	14,623	0.00	14,623	\$7,211.50	100.00%
CHANGE ORDER #1										
12"	CD90 DR-18 WATER LINE	LF	(532.00)	\$21,460.00	\$40.00	(532.00)	0.00	(532.00)	\$21,460.00	100.00%
	TRENCH SAFETY	LF	(532.00)	\$3,860.00	\$7.20	(532.00)	0.00	(532.00)	\$3,860.00	100.00%
	12" GATE VALVE	EA	(2.00)	\$2,200.00	\$1,100.00	(2.00)	0.00	(2.00)	\$2,200.00	100.00%
	TIE INTO EXISTING WATER LINE	EA	(1.00)	\$2,000.00	\$2,000.00	(1.00)	0.00	(1.00)	\$2,000.00	100.00%
	12" GATE VALVE	EA	2.00	\$2,400.00	\$1,200.00	2	0.00	2	\$2,400.00	100.00%
	TIE INTO EXISTING WATER LINE	EA	1.00	\$1,500.00	\$1,500.00	1	0.00	1	\$1,500.00	100.00%
	18" PRIV. ASSEMBLY	EA	1.00	\$33,400.00	\$33,400.00	1	0.00	1	\$33,400.00	100.00%
	TIE INTO EXISTING WATER LINE	EA	1.00	\$2,000.00	\$2,000.00	1	0.00	1	\$2,000.00	100.00%
CHANGE ORDER #1 SUBTOTAL										
CHANGE ORDER #2										
	FUTURE STUB UPS	EA	9.00	\$7,200.00	\$800.00	9	0.00	9	\$7,200.00	100.00%
	ADDITIONAL MANHOLES	EA	2.00	\$7,400.00	\$3,700.00	2	0.00	2	\$7,400.00	100.00%
	STAKING	LS	1.00	\$1,000.00	\$1,000.00	1	0.00	1	\$1,000.00	100.00%
CHANGE ORDER #2 SUBTOTAL										
CHANGE ORDER #3										
	INSTALL NEW LID FOR WATER METER VAULT	LS	1.00	\$11,500.00	\$11,500.00	1	0.00	1	\$11,500.00	100.00%
	RE-WORK PIPING FOR NEW WATER METERS LOCATION	LS	1.00	\$1,260.00	\$1,260.00	1	0.00	1	\$1,260.00	100.00%

ITEM NO	DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY ESTIMATE	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	CHANGE ORDER #3 SUBTOTAL			312,760.00				50.00		312,760.00	
	TOTAL			5475,093.00				50.00		5475,093.00	

**APPLICATION FOR PAYMENT**

<p><b>CONTRACTOR:</b>                  CASH CONSTRUCTION COMPANY, INC.                  P.O. BOX 1279                  PFLUGERVILLE, TEXAS 78691                  (512) 251-7872                  Fax (512) 990-5609</p>	<p><b>OWNER:</b>                  SORENTO HOLDINGS 2012, LLC                  4910 CAMPUS DRIVE                  NEWPORT BEACH, CA 92660</p>	
<p><b>PROJECT NAME:</b> Sorento Phase 4 - Utility Improvements  <b>CASH JOB NO:</b> 798</p>		
<p><b>PROJECT DATE AS OF:</b> 01/31/2018  <b>BILLED TO PAY REQUEST NO.:</b> 10</p>		
<p><b>TOTAL WORK COMPLETED TO DATE:</b>  <b>RETAINAGE:</b> \$2,227,671.00  <b>AMOUNT DUE THIS ESTIMATE:</b> \$2,227,671.00  <b>PREVIOUS BILLINGS:</b> \$2,004,903.90  <b>CURRENT AMOUNT DUE:</b> \$222,767.10</p>		
<p><b>CONTRACT DATE:</b> 03/08/2017  <b>ORIGINAL CONTRACT AMOUNT:</b> \$2,167,868.00  <b>CHANGE ORDER #1:</b> \$14,114.00  <b>CHANGE ORDER #2:</b> \$18,400.00  <b>CHANGE ORDER #3:</b> \$5,662.00  <b>CHANGE ORDER #4:</b> \$21,627.00  <b>CHANGE ORDER #5:</b> \$21,627.00  <b>REVISED CONTRACT AMOUNT:</b> \$2,227,671.00</p>		
<p><b>Contractor's Representative</b>                    Date: 1-25-18</p>		
<p><b>Owner's Representative</b>                    Date: 2/7/18</p>		
<p><b>Engineer's Representative</b>                    Date: 2/2/18</p>		
<p>Travis County MUD No. 17                    District Engineer                  Date: 2/2/18</p>		



ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	<b>ESC IMPROVEMENTS</b>										
	STABILIZED CONSTRUCTION ENTRANCE	EA	2.00	\$4,000.00	\$2,000.00		0.00	\$0.00	2	\$4,000.00	100.00%
	SILT FENCE	LF	12,279.00	\$30,697.50	\$2.50	12,279	0.00	\$0.00	12,279	\$30,697.50	100.00%
	DIVERSION BERM	LF	48.00	\$1,450.00	\$30.00	725	0.00	\$0.00	725	\$1,450.00	100.00%
	INLET PROTECTION	EA	43,924.00	\$21,962.00	\$0.50	43,924	0.00	\$0.00	43,924	\$21,962.00	100.00%
	ROCK BERM	LF	100.00	\$2,500.00	\$25.00	100	0.00	\$0.00	100	\$2,500.00	100.00%
	CONSTRUCTION HAUL ROAD	LF	1,564.00	\$25,024.00	\$16.00	1,564	0.00	\$0.00	1,564	\$25,024.00	100.00%
	SWPPP PLAN PREPARATION, PERMITTING AND MAINTENANCE	LS	1.00	\$2,000.00	\$2,000.00	1	0.00	\$0.00	1.00	\$2,000.00	100.00%
	<b>ESC IMPROVEMENTS SUBTOTAL</b>			<b>\$90,993.50</b>				<b>\$0.00</b>		<b>\$90,993.50</b>	
	<b>OFFSITE WASTEWATER IMPROVEMENTS</b>										
	8" SDR-26 WASTEWATER LINE (12'-14")	LF	518.00	\$16,576.00	\$32.00	518	0.00	\$0.00	518	\$16,576.00	100.00%
	8" SDR-26 WASTEWATER LINE (14'-16")	LF	201.00	\$7,035.00	\$35.00	201	0.00	\$0.00	201	\$7,035.00	100.00%
	8" SDR-26 WASTEWATER LINE (22'-24")	LF	10.00	\$1,100.00	\$110.00	10	0.00	\$0.00	10	\$1,100.00	100.00%
	10" SDR-26 WASTEWATER LINE (14'-16")	LF	330.00	\$12,540.00	\$38.00	330	0.00	\$0.00	330	\$12,540.00	100.00%
	10" SDR-26 WASTEWATER LINE (16'-18")	LF	121.00	\$4,840.00	\$40.00	121	0.00	\$0.00	121	\$4,840.00	100.00%
	10" SDR-26 WASTEWATER LINE (18'-20")	LF	326.00	\$14,344.00	\$44.00	326	0.00	\$0.00	326	\$14,344.00	100.00%
	10" SDR-26 WASTEWATER LINE (20'-22")	LF	234.00	\$18,252.00	\$78.00	234	0.00	\$0.00	234	\$18,252.00	100.00%
	10" SDR-26 WASTEWATER LINE (22'-24")	LF	242.00	\$26,620.00	\$110.00	242	0.00	\$0.00	242	\$26,620.00	100.00%
	12" SDR-26 WASTEWATER LINE (18'-20")	LF	83.00	\$4,150.00	\$50.00	83	0.00	\$0.00	83	\$4,150.00	100.00%
	12" SDR-26 WASTEWATER LINE (20'-22")	LF	993.00	\$79,440.00	\$80.00	993	0.00	\$0.00	993	\$79,440.00	100.00%
	12" SDR-26 WASTEWATER LINE (22'-24")	LF	70.00	\$8,050.00	\$115.00	70	0.00	\$0.00	70	\$8,050.00	100.00%
	18" SDR-26 WASTEWATER LINE (16'-18")	LF	151.00	\$10,872.00	\$72.00	151	0.00	\$0.00	151	\$10,872.00	100.00%
	18" SDR-26 WASTEWATER LINE (18'-20")	LF	56.00	\$4,256.00	\$76.00	56	0.00	\$0.00	56	\$4,256.00	100.00%
	TRENCH SAFETY	EA	3,335.00	\$3,335.00	\$1.00	3,335	0.00	\$0.00	3,335	\$3,335.00	100.00%
	4" DIAMETER STANDARD MANHOLE	EA	12.00	\$68,400.00	\$5,700.00	12	0.00	\$0.00	12	\$68,400.00	100.00%
	EXTRA DEPTH MANHOLE	VF	150.00	\$40,500.00	\$270.00	150	0.00	\$0.00	150	\$40,500.00	100.00%
	TIE INTO EXISTING WASTEWATER LINE	EA	1.00	\$1,000.00	\$1,000.00	1	0.00	\$0.00	1	\$1,000.00	100.00%
	<b>OFFSITE WASTEWATER IMPROVEMENTS SUBTOTAL</b>			<b>\$321,310.00</b>				<b>\$0.00</b>		<b>\$321,310.00</b>	
	<b>CHANGE ORDER #1</b>										
	STREET IMPROVEMENTS	SY	18,015.00	\$9,007.50	\$0.50	18,015	0.00	\$0.00	18,015	\$9,007.50	100.00%
	ADDITIONAL 5' EXCAVATION (ROW-ROW)	SY	10,213.00	\$5,106.50	\$0.50	10,213	0.00	\$0.00	10,213	\$5,106.50	100.00%
	<b>STREET IMPROVEMENTS SUBTOTAL</b>			<b>\$14,114.00</b>				<b>\$0.00</b>		<b>\$14,114.00</b>	
	<b>CHANGE ORDER #1 TOTAL</b>			<b>\$14,114.00</b>				<b>\$0.00</b>		<b>\$14,114.00</b>	
	<b>CHANGE ORDER #2</b>										
	OFFSITE WASTEWATER IMPROVEMENTS	EA	23.00	\$18,400.00	\$800.00	23	0.00	\$0.00	23	\$18,400.00	100.00%
	<b>OFFSITE WASTEWATER IMPROVEMENTS SUBTOTAL</b>			<b>\$18,400.00</b>				<b>\$0.00</b>		<b>\$18,400.00</b>	
	<b>CHANGE ORDER #2 TOTAL</b>			<b>\$18,400.00</b>				<b>\$0.00</b>		<b>\$18,400.00</b>	
	<b>CHANGE ORDER #3</b>										
	OFFSITE WASTEWATER IMPROVEMENTS	LF	-10.00	-\$1,100.00	\$110.00	-10	0.00	\$0.00	-10	-\$1,100.00	100.00%
	10" SDR-26 WASTEWATER LINE (22'-24")	LF	10.00	\$1,100.00	\$110.00	10	0.00	\$0.00	10	\$1,100.00	100.00%
	18" SDR-26 WASTEWATER LINE (16'-18")	LF	-151.00	-\$10,872.00	\$72.00	-151	0.00	\$0.00	-151	-\$10,872.00	100.00%
	18" SDR-26 WASTEWATER LINE (18'-20")	LF	-56.00	-\$4,256.00	\$76.00	-56	0.00	\$0.00	-56	-\$4,256.00	100.00%
	18" SDR-26 WASTEWATER LINE (20'-22")	LF	50.00	\$5,250.00	\$105.00	50	0.00	\$0.00	50	\$5,250.00	100.00%
	18" SDR-26 WASTEWATER LINE (22'-24")	LF	111.00	\$15,540.00	\$140.00	111	0.00	\$0.00	111	\$15,540.00	100.00%
	<b>OFFSITE WASTEWATER IMPROVEMENTS SUBTOTAL</b>			<b>\$5,662.00</b>				<b>\$0.00</b>		<b>\$5,662.00</b>	
	<b>CHANGE ORDER #3 TOTAL</b>			<b>\$5,662.00</b>				<b>\$0.00</b>		<b>\$5,662.00</b>	
	<b>CHANGE ORDER #4</b>										
	DRAINAGE IMPROVEMENTS	LF	-93.00	-\$2,883.00	\$31.00	-93	0.00	\$0.00	-93	-\$2,883.00	100.00%
	24" CLASS III RCP	LF	67.00	\$3,350.00	\$50.00	67	0.00	\$0.00	67	\$3,350.00	100.00%
	30" CLASS III RCP	LF	-4.00	-\$240.00	\$60.00	-4	0.00	\$0.00	-4	-\$240.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	AMOUNT TO DATE	QUANTITY TO DATE	PERCENT COMPLETE
	36" CLASS III RCP	LF	-6.00	-\$438.00	\$73.00	-6	0.00	\$0.00	-\$438.00	-6	100.00%
	42" CLASS III RCP	LF	35.00	\$3,430.00	\$98.00	35	0.00	\$0.00	\$3,430.00	35	100.00%
	48" CLASS III RCP	LF	-28.00	-\$3,192.00	\$114.00	-28	0.00	\$0.00	-\$3,192.00	-28	100.00%
	4'x4' JUNCTION BOX	EA	3.00	\$8,400.00	\$2,800.00	3	0.00	\$0.00	\$8,400.00	3	100.00%
	5'x5' JUNCTION BOX	EA	4.00	\$13,200.00	\$3,300.00	4	0.00	\$0.00	\$13,200.00	4	100.00%
	DRAINAGE IMPROVEMENTS SUBTOTAL			\$21,627.00				\$0.00	\$21,627.00		
	CHANGE ORDER #4 TOTAL			\$21,627.00				\$0.00	\$21,627.00		
	TOTAL			\$2,227,671.00				\$0.00	\$2,227,671.00		



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Sorento Phase 4 – Utility Improvements

Job No. 798

On receipt by the signer of this document of a check from Sorento Holdings 2012, LLC. (maker of check) in the sum of \$222,767.10 payable to CASH CONSTRUCTION COMPANY, INC. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of SiEnergy (owner) located at Sorento Phase 4 (location) to the following extent: utility improvements (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Sorento Holdings 2012, LLC. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

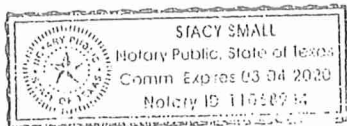
Date 1/25/18

CASH CONSTRUCTION COMPANY, INC.

By [Signature]  
Michael Nixon, Secretary/Treasurer

SWORN TO AND SUBSCRIBED BEFORE ME on this 25 day of Jan, 2018.

Notary Public Signature



[Signature]