

Return to:
Jacob Allen, Esq.
Maynard Nexsen PC
205 King Street, Suite 400
Charleston, SC 29401

OR BK 1176 PG 1450 - 1498 (49)
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Vanessa Wright, Registrar

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

**FIRST ADDENDUM TO
DEVELOPMENT AGREEMENT
(NIMMER TRACT)**

THIS FIRST ADDENDUM TO DEVELOPMENT AGREEMENT (this "First Addendum") is made and entered into to be effective as of the 11th day of March, 2025, by and between **TOWN OF RIDGELAND, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the "Town"), and **D.R. HORTON, INC.**, a Delaware corporation ("Owner").

RECITALS:

WHEREAS, the Town and Owner entered into that certain Development Agreement, with an effective date of October 9, 2024, and recorded in the office of the Jasper County Register of Deeds Office (the "ROD") in **Book 1165 at Page 430** (the "Development Agreement") incident to the future development of approximately four hundred five and one hundred ninety-five thousandths (405.195) acres of real property (the "Property"); and

WHEREAS, in connection with the Development Agreement, the Town and Owner also entered into that certain Water and Sewer Agreement dated October 9, 2024 ("Water and Sewer Agreement"), which is attached to the Development Agreement as Exhibit E; and

WHEREAS, due to a clerical error, the exhibits to the Water and Sewer Agreement were inadvertently omitted from the recorded Development Agreement; and

WHEREAS, among other things specifically set forth herein, the Parties desire to correct the above referenced clerical error by replacing the Water and Sewer Agreement attached to the Development Agreement with the Water and Sewer Agreement included as Exhibit E to this First Addendum; and

WHEREAS, the Town and Owner enter into this First Addendum to memorialize their agreements relating to the supplements to the Water and Sewer Agreement, all as more specifically set forth herein.

NOW, THEREFORE, in consideration of the above Recitals which are incorporated and made a part hereof, and the below listed covenants and agreements, it is hereby agreed by the Town and Owner as follows:

- 1. Defined Terms.** All defined terms used herein shall have the meanings ascribed to them in the Development Agreement unless otherwise specifically noted to the contrary.
- 2. Exhibit E to Development Agreement.** The Town and Owner hereby acknowledge and agree that Exhibit E to the Development Agreement is hereby deleted in its entirety and replaced with the new Exhibit E, attached hereto and incorporated herein by reference.
- 3. Surety Bond and Escrow Agreement.** Pursuant to the Water and Sewer Agreement, Owner, among other things set forth therein, agreed to obtain and issue a surety bond ("Surety Bond") to guarantee payment to the Town for the design and construction of the Wastewater Facility and Water Facility (as each such term is defined in the Water and Sewer Agreement). The Town and Owner hereby specifically

acknowledge and agree that the Parties have entered into that certain Offsite Water and Wastewater Facilities Funding and Escrow Agreement, included as Exhibit D to the Water and Sewer Agreement, to provide for the alternative funding (in lieu of (and in place of) of the Surety Bond) of Owner's share of all costs of design and construction of the Wastewater Facility and Water Facility.

4. Effect. All terms and provisions of the Development Agreement that are not expressly modified or supplemented by this First Addendum shall otherwise remain in full force effect.

5. Counterparts. This First Addendum may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only once such counterpart in proving this First Addendum.

(Separate Signature Page(s) Attached)

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, the parties have executed this First Addendum to be effective as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN:

TOWN OF RIDGELAND, SOUTH CAROLINA

By: [Signature] (SEAL)
Dennis E. Averkin, Town Administrator

[Signature]
Witness #1

Print Name: Chance Rountree

[Signature]
Witness #2

Print Name: Katherine Richardson

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, the undersigned Notary of the Public of South Carolina, do hereby certify that the Town of Ridgeland, South Carolina, by its Town Administrator, Dennis E. Averkin., who is personally known to me or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 3rd day of March, 2025.

[Signature]
Notary Public for South Carolina
Print Name: Penelope Daley
My Commission Expires: 9.23.2028

IN WITNESS WHEREOF, the parties have executed this First Addendum to be effective as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

OWNER:

D.R. HORTON, INC., a Delaware corporation

[Signature]
Witness #1

Print Name: Jay Coombe

[Signature]
Witness #2

Print Name: Lane Farrar

By: [Signature] (SEAL)

Name: Jay R. Coombe, Jr.

Title: Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, the undersigned Notary for the State of SOUTH CAROLINA, do hereby certify that D.R. Horton, Inc., a Delaware corporation, by JAY COOMBE, its ASSISTANT SECRETARY who is personally known to me or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before in this 11 day of MARCH, 2025.

[Signature]
Notary Public for the State of SOUTH CAROLINA
Print Name: MARK STRANER
My Commission Expires: 8/18/2030

EXHIBIT E

WATER AND SEWER AGREEMENT

(See Attached.)

fees ("CCFs") for each phase of the development shall be paid to the Town in amounts and time as defined in Section 1.3 below in exchange for the guarantees set forth in Paragraph 1 above. Payment is only required on the actual number of developed residential units requiring capacity for each phase.

3. *Capacity Purchased.* The price for water and wastewater capacity shall be based on the Town's standard CCFs in effect at the time when the various phases of development are permitted by the Town. The Town's current fees are Water CCF = \$759/REU and Wastewater CCF = \$2025/REU. The capacity fees associated with the Nimmer Tract will be based on the development phases specified at the time of plan submittal for permitting to the Town. The capacity fees must be paid prior to the preconstruction conference with the Town for each phase of development and, upon payment of the capacity fees associated with each phase of development, the Town shall provide to DRH water and wastewater capacity in the Town's system sufficient to serve the REU's associated with that phase of development. For the purposes of this Agreement an REU is agreed to require 400 gallons per day (gpd) of water capacity and 300 gpd of wastewater capacity.

SECTION II

CONSTRUCTION OF FACILITIES

1. *DRH Improvements.* Except as provided herein, all water and wastewater facilities within the boundaries of the DRH Property will be designed and constructed by DRH on their Property and, when permitted to operate by the South Carolina Department of Health and Environmental Control ("SCDHEC"), shall be conveyed to the Town for ownership, operation and maintenance in accordance with the Town's Development Policy and Procedures manual. Such facilities include, but are not limited to: water supply lines, valves, and fire hydrants; additionally, wastewater collection lines, manholes, valves, wastewater pump stations, and sewer force mains (hereinafter, the "Facilities"). DRH shall secure all permits and approvals from all regulatory agencies prior to initiating construction of such Facilities.

2. *Specifications for DRH Construction.* The Town will make available to DRH standard specifications for Town projects. Through agreement with Palmetto Electric Cooperative (or Dominion), DRH shall make provisions to provide three (3) phase power for all Facilities deemed necessary by the Town. DRH agrees that unless different specifications for particular features are specifically agreed to in writing, all Facilities constructed by DRH shall be constructed in accordance with the Town's Standard Specifications. In addition, DRH agrees that its design engineers and contractors shall conduct a pre-construction conference with the Town prior to initiating construction of each phase of the Facilities. DRH understands and agrees that said standard specifications may change during the course of the entire project and the Town agrees that it will not require DRH to retrofit already approved Facilities.

3. *Plans Approval by the Town.* Prior to the submittal to SCDHEC of any construction plans and specifications for any Facilities to be constructed by DRH as part of the developments, such plans and specifications shall be submitted to and approved by the Town, which approval shall not be unreasonably withheld. The Town agrees to complete any such review within fourteen (14) days of receiving plans for review from DRH.

4. *Easement Grants to the Town.* DRH agrees to provide the Town easements, by

recorded sketch and legal description or recorded plat map, which shall allow the Town all-weather access to Facilities for the purpose of operation and maintenance. All easements must be cleared and accessible to the Town vehicles and equipment for operation and maintenance purposes. Such easements shall provide adequate spacing from other utilities to avoid future conflicts. Such easements shall be memorialized in a separate document and shall be completed prior to the acceptance of any Facilities by the Town. It is understood that DRH may have such easements for the Facilities specifically platted, and confined to such platted areas in lieu of providing blanket easements, so long as DRH bear the costs associated with the specific location and surveying of such easements. Additionally, sites containing wastewater pump stations shall be deeded to the Town by limited warranty deed

5. *Periodic Inspection.* DRH understands and agrees that periodically during construction and, following construction, prior to approval, the Town shall be conducting inspections of the Facilities under construction to assure that construction is being done *in* accordance with the approved plans and specifications. DRH agrees to provide the Town such access as may be required for said inspections. The Town will notify DRH prior to performing any inspections on the site.

6. *Acceptance for Operation and Maintenance.* When construction of the Facilities or any reasonable portion thereof is certified as complete by DRH engineers, is inspected and approved by the Town, and a permit to operate therefore has been issued by SCDHEC, then the Town shall formally accept such facilities into its water and wastewater system in accordance with the provisions of its adopted development policies and procedures. The Town agrees to consider accepting partial permits to operate for the various phases of construction based on the specific need of each project.

7. *Construction Water and Rates.* The Town agrees to provide DRH, or its contractors, water for use during construction. Said water shall be made available at the Town's published rates at a point on the Town's water line closest to the Property. Any construction water made available to DRH from the water transmission or distribution system will be metered in accordance with Town procedures.

SECTION III

DESIGN/CONSTRUCTION OF OFFSITE WATER AND WASTEWATER FACILITIES

1. *Wastewater Facility - Definition.* For all purposes herein, the term Wastewater Facility ("Wastewater Facility") shall mean all pipelines and appurtenances necessary to transmit untreated wastewater from the designated points on the DRH Property to the Town's Jimmy Mixon Wastewater Plant (the "Wastewater Plant"). The Wastewater Facility will have the capacity to transmit all the wastewater anticipated from the build-out of the Project. The Wastewater Facility is shown in **Exhibit B**. DR Horton is solely responsible for the design, permitting and construction of the portions of the Wastewater Facility occurring on the Property in accordance with the terms of this Agreement. The parties hereby agree that the master liftstation for the Wastewater Facility shall be constructed on the Property or, subject to the reasonable prior approval of DRH, real property adjacent to the Property.

2. *Water Facility - Definition.* For all purposes herein, the term Water Facility ("Water Facility") shall mean all pipelines and appurtenances necessary to deliver potable water from the Town's main system to a designated point on the Property. The Water Facility will have the capacity to provide the potable water needed to support the build-out of the Project. The Water Facility is shown in **Exhibit B**, which shall be designed, permitted and constructed in accordance with the term of this agreement. DRH is solely responsible for the design, permitting and construction of the portions of the Water Facility occurring on the Property in accordance with the terms of this Agreement.

3. *Projection Schedule.* A projection of future wastewater, potable water, and fire protection water demands for all phases of the Property is attached as **Exhibit C** and is incorporated herein by reference (the "Projection Schedule"). DRH may adjust the Projection Schedule to coincide with the Development Phasing Schedule included as Exhibit D to that certain development agreement by and between DRH and the Town.

4. *Design of the Offsite Water and Wastewater Facilities.* 4 Waters Engineering (the "Town's Consultant") will design the portions of the Wastewater Facility and the Water Facility that are to be constructed offsite of the Property as shown in **Exhibit B** (collectively, "Offsite Water and Wastewater Facilities"), which includes a Preliminary Construction Cost Estimate dated 6/28/23. In addition, the Town's Consultant will design the master liftstation of the Wastewater Facility in the event that such liftstation is not constructed on the Property in accordance with Section III.1 above. The Town's Consultant is authorized to proceed design work of the Offsite Water and Wastewater Facilities upon execution of this Agreement.

5. *Construction of the Water and Wastewater Facilities.* The Town's consultant will facilitate the bidding process on behalf of the Town for the Offsite Water and Wastewater Facilities and the Town will receive and review bids in accordance with the Town's purchasing guidelines and award the contract to the lowest qualified responsive bidder. The construction contract for the Offsite Water and Wastewater Facilities between the Town and the Town's consultant will provide the construction administration and inspection for the Town. The construction of the Offsite Water and Wastewater Facilities will be completed on a schedule mutually agreed to by the Town and DRH, but in any event construction of the Offsite Water and Wastewater Facilities shall be completed no later than one year after the notice to proceed to the contractor is issued (the "Completion Date"). If the Offsite Water and Wastewater Facilities are not substantially completed by the Completion Date, then DRH shall have the right, but not the obligation, to complete the construction.

6. *Funding.* DR Horton shall be responsible for all costs of the design and construction of the Wastewater Facility and the Water Facility. The Town and DRH acknowledge and agree that DRH's share is equivalent to 100% of the total cost of the design and construction for the Facilities. Upon execution of this Agreement, DR Horton shall obtain and issue a surety bond to guarantee payment to the Town for the design and construction of the Offsite Water and Wastewater Facilities. The Town's surety bond drawdown schedule and amounts are shown in **Exhibit D** and are based on the projected design and construction admin/inspection cost and the Exhibit B Cost Estimate. Upon execution of the construction contract for the Offsite Water and Sewer Facilities, the drawdown amounts will be adjusted to reflect the construction contract amount. All change order requests by the contractor will be subject to prior review and reasonable

approval rights of DRH prior to approval by the Town, and DRH shall be invoiced for the actual cost increase caused by the change order approved by DRH. Notwithstanding the foregoing, the Town hereby agrees that DRH shall not be responsible for any costs or expense relating to the acquisition of real property for the Town's construction of the Offsite Water and Wastewater Facilities. To the extent reasonably practical, the Town shall construct the Offsite Water and Wastewater Facilities within SCDOT rights-of-way or real property owned by the Town unless otherwise approved by DRH. In the event that any acquisition of rights-of-way or other real property interest is required for Town's construction of the Offsite Water and Wastewater Facilities, such rights shall be acquired by the Town at its sole cost and expense.

7. *Capacity Credits for Funding the Offsite Water and Sewer Facilities.* The Water Facility and Wastewater Facility are designed and sized to serve an additional 725 REUs in areas adjacent to the Nimmer Tract, and the Town will allocate credits for 725 ERUs to DRH based upon the same percentages used to determine for the cost share determination. These credits will be issued upon the execution of the construction contract for the Offsite Water and Wastewater Facilities and can be used to meet the Water and Sewer Capacity purchase requirements described in Section I, Item 3. In addition, in the event the Town elects to increase the capacity of the Offsite Water and Wastewater Facilities above the capacity needed to serve the Project, the Town shall either reimburse DRH for the increased costs of the permitting, design, and construction for the increased capacity, or provide credits for 100% of the ERUs resulting from the increased capacity.

8. *Permits.* The Town shall be responsible for obtaining all necessary permits required for the construction of the Offsite Water and Wastewater Facilities.

9. *Reserve of Capacity.* The Town hereby agrees that 100% of the increased capacity resulting from the design and construction of Facilities contemplated in this Agreement shall be reserved for the benefit of DRH, and the Town shall not permit any other parties to utilize the Facilities, until such time that the Wastewater Facility and Water Facility have been fully constructed, received all necessary approvals and DRH has first connected the onsite portions of the Wastewater Facility and the Water Facility to the Offsite Water and Wastewater Facilities.

SECTION IV

PROVISION OF WATER AND SEWER SERVICES

1. *General Provisions.* Following the completion of construction of the Facilities described in Section II above and the acceptance of those Facilities by the Town, the Town agrees to provide water and sewer services to DRH or their successors in accordance with its standard policies, SCDHEC permits, and this Agreement.

2. *Policies and Procedures for Retail Customer Service.* DRH understands and agrees that the Town has in place policies and procedures governing the provision of services to its retail water and wastewater customers. A fundamental principal of such policies and procedures is that all retail customers, regardless of their location and situation are treated the same. Such policies are reviewed by the Town on a regular basis and the Town reserves the right to make reasonable changes to said policies when in its opinion, such changes are desirable or necessary.

3. *Customer Rates.* DRH understands and agrees that the Town adopts an operating budget each year in June for the fiscal year beginning in July. As part of that budget process, the Town reviews its water and sewer usage rates and, when necessary to meet changing revenue requirements, will change water and sewer rates.

SECTION VI

GENERAL PROVISIONS

1. *Not Development Agreement.* The parties agree that this Agreement is not a Development Agreement as such is defined in S.C. Code Section 6-31-10, *et seq.*

2. *Termination.* This Agreement may be terminated by DRH in the event it determines not to proceed with development of the Property.

3. *Amendment.* This Agreement may not be amended in any respect except by a written memorandum executed by all the parties here.

4. *Survivorship.* In the event that any provision of this Agreement shall be unenforceable in whole in or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had not been incorporated herein.

5. *Binding.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and/or assigns. This Agreement shall be governed by the laws of the State of South Carolina.

6. *Notice.* All notices or other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and if served either by personal delivery to the party for whom intended or by being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States mail bearing the legal address on file with the Town, or other address as may be designated in writing hereafter by such party.

7. *Counterparts.* This Agreement may be executed in any number of counterparts, any or all of which may contain the signature of less than all the parties, and all which shall be construed together as but a single instrument.

8. *Construction.* All of the parties of this Agreement have participated fully in the negotiation and preparation hereof, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9. *Entire Agreement.* This Agreement, the exhibits hereto, and the documents referred to herein embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, oral or written relative to said subject matter.

10. *Waiver.* No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.

11. *Time.* Time is of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday or legal holiday.

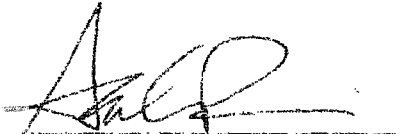
12. *Arbitration.* In the event of a dispute under the terms of this Agreement, the parties agree to submit to the issue of binding arbitration in accordance with the South Carolina Uniform Arbitration Act. In the event of any such dispute and/or arbitration, the parties shall continue to be bound to the obligations and responsibilities set forth herein until a final determination of the matter is had through the arbitration process.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers and representatives to execute this Water and Sewer Agreement as of the date and year first above written.

WITNESS:

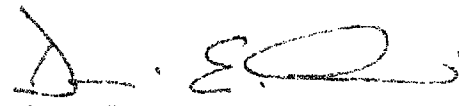
TOWN OF RIDGELAND



First Witness



Second Witness

By: 

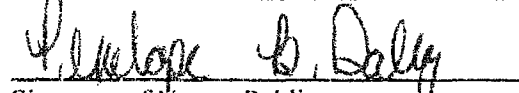
Its: Town Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that TOWN OF RIDGELAND, by Dennis E Averkin, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 9 day of October, 2024.



Signature of Notary Public
Penelope B. Dalry

Typed or Printed Name of Notary Public
Notary Public for South Carolina
My Commission Expires: 9.23.2028

WITNESS:

D.R. HORTON, LLC

Samantha Fowler
Samantha Fowler
First Witness

Heather Machado
Second Witness
Heather Machado

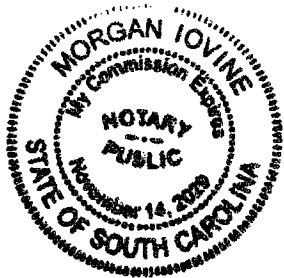
By: Sean T. Ware
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that D.R. HORTON, LLC, by Sean Ware, VP, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 21 day of October, 2024.



Morgan Iovine
Signature of Notary Public
Morgan Iovine
Typed or Printed Name of Notary Public
Notary Public for South Carolina
My Commission Expires: 11/14/2029

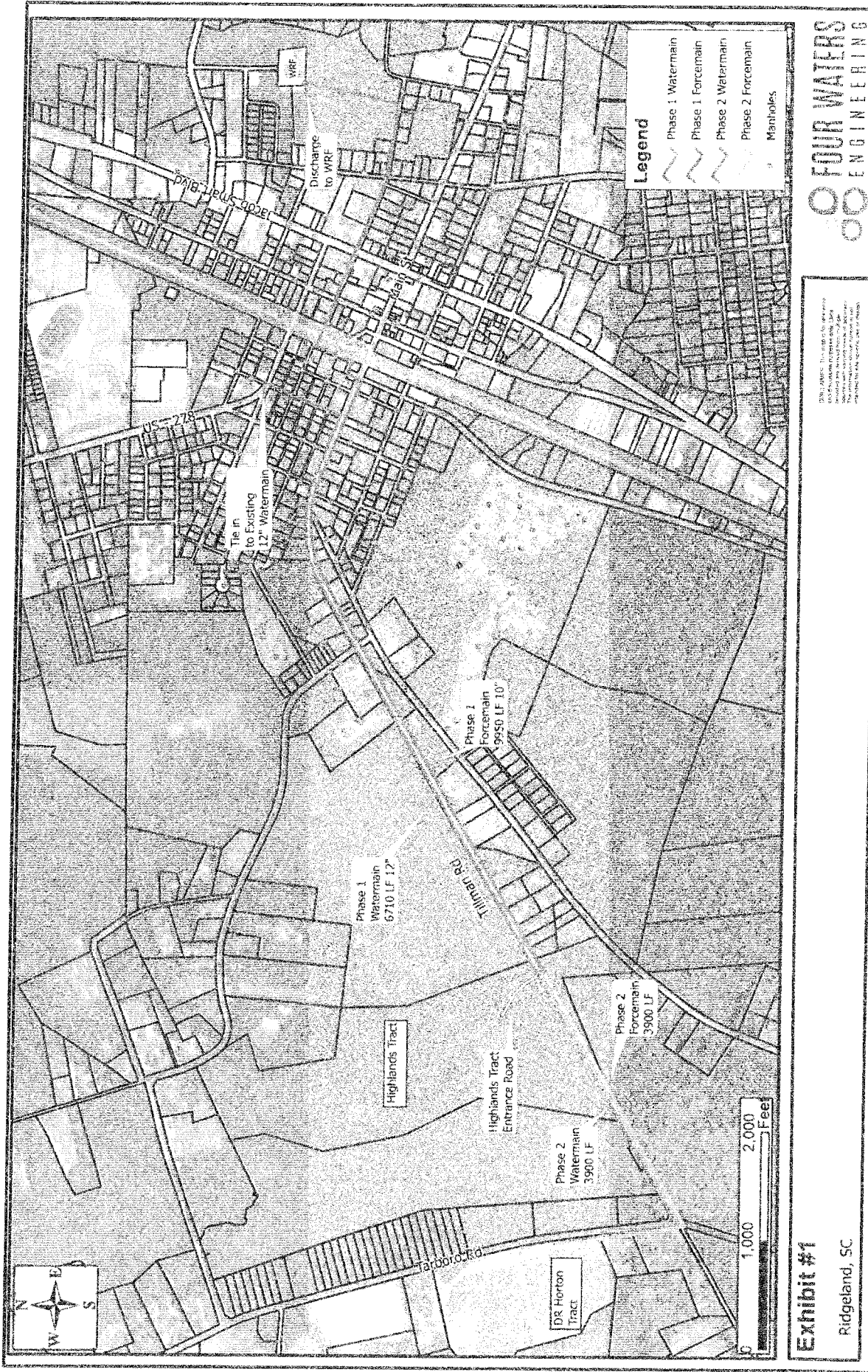
Exhibit A

Intentionally Omitted

Exhibit B

Water and Wastewater Facility

(See Attached)



Legend

	Phase 1 Watermain
	Phase 1 Forcemain
	Phase 2 Watermain
	Phase 2 Forcemain
	Manholes

FOUR WATERS ENGINEERING

THIS WORK IS THE PROPERTY OF FOUR WATERS ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS WORK WITHOUT THE WRITTEN PERMISSION OF FOUR WATERS ENGINEERING IS STRICTLY PROHIBITED.

Exhibit #1
Ridgeland, SC

Exhibit C

Water Demand Projection Schedule

(See Attached)

Nimmer Special District Project Schedule

Year	Date	Per Year	Homes		Water Demand	Wastewater Demand
			Total Completed			
1	2024	0	0			
2	2025	0	0			
3	2026	100	100		40000 gpd	30000 gpd
4	2027	100	200			
5	2028	100	300			
6	2029	100	400		160000 gpd	120000 gpd
7	2030	100	500			
8	2031	100	600			
9	2032	100	700		280000 gpd	210000 gpd
10	2033	100	800			
11	2034	100	900			
12	2035	100	1000		400000 gpd	300000 gpd
13	2036	100	1100			
14	2037	100	1200			
15	2038	100	1300		520000 gpd	390000 gpd

Exhibit D

Facilities Financing Terms and Agreement

(See Attached)

Execution

STATE OF SOUTH CAROLINA)	OFFSITE WATER AND WASTEWATER FACILITIES FUNDING AND ESCROW AGREEMENT
)	
COUNTY OF JASPER)	

THIS OFFSITE WATER AND WASTEWATER FACILITIES FUNDING AND ESCROW AGREEMENT (this “**Agreement**”) is made as of the 11th day of March, 2025 (the “**Effective Date**”), by and between the **TOWN OF RIDGELAND, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the “**Town**”), and **D.R. HORTON, INC.**, a Delaware corporation (“**DRH**”) (the Town and DRH are collectively referred to herein as the “**Parties**”, and each of the Parties is singularly referred to herein as a “**Party**”).

RECITALS:

WHEREAS, DRH is the owner of that certain tract of land located within the Town containing approximately four hundred five and 195/1000 (405.195) acres, more or less, commonly referred to as the “**Nimmer Tract**” and being more particularly set forth and described on Exhibit “A” attached hereto and incorporated herein by reference (the “**Nimmer Tract**” or the “**Property**”); and

WHEREAS, on or about October 9, 2024, the Town and DRH entered into that certain Development Agreement concerning the future development of the Property, which Development Agreement was recorded on October 25, 2024, in the Jasper County Register of Deeds Office in **Book 1165 at Page 430** (the “**Development Agreement**”); and

WHEREAS, the development of the Property will consist of 1,300 residential units and certain ancillary developments in accordance with the plans approved by the Town (the “**Project**”), all as more particularly set forth and described in the Development Agreement, the terms of which are hereby incorporated herein by reference; and

WHEREAS, in conjunction with the Development Agreement, the Town and DRH also entered into that certain Water and Sewer Agreement dated October 9, 2024 (“**Water and Sewer Agreement**”); and

WHEREAS, pursuant to the Water and Sewer Agreement, the Town, among other things, guaranteed to make available to DRH, its successors and assigns, sufficient water and wastewater capacity to accommodate the water and wastewater requirements of 1,300 residential units and ancillary development on and within the Property, and DRH, among other things, agreed to be responsible for all costs of the design and construction of Wastewater Facility and the Water Facility, including **100%** (“**DRH’s Share**”) of the total costs of the design and construction of the Offsite Water and Wastewater Facilities (as each such term is defined in the Water and Sewer Agreement), all as more particularly set forth and described in the Water and Sewer Agreement, the terms of which are hereby incorporated herein by reference; and

WHEREAS, pursuant to the Water and Sewer Agreement, DRH also, among other things, agreed obtain and issue a surety bond (the “**Surety Bond**”) to guarantee payment to the Town for the design and construction of the Offsite Water and Wastewater Facilities; and

WHEREAS, the Parties now desire to execute and enter into this Agreement so as to provide for the alternative funding (in lieu of (and in place of) the Surety Bond) of DRH's Share of all costs of the design and construction of the Offsite Water and Wastewater Facilities.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Water and Sewer Agreement.
3. Purpose. The purpose of this Agreement is to clarify, confirm and establish the process for the funding of the design and construction of the Offsite Water and Wastewater Facilities by DRH in accordance with the Water and Sewer Agreement.
4. Commencement and Completion of Construction.
 - (a) Following the Effective Date of this Agreement, the Town shall promptly commence with the design and permitting of the Offsite Water and Wastewater Facilities. The Town shall file (or caused to be filed) with the applicable Legal Authorities (hereinafter defined) any and all applications for permits and approvals required for the construction the Offsite Water and Wastewater Facilities (collectively, the "**New Offsite Utilities Permits and Approvals**"), and shall diligently and in good faith pursue obtaining all such New Offsite Utilities Permits and Approvals. All New Offsite Utilities Permits and Approvals necessary to commence with the construction of the Water and Wastewater Facilities shall be obtained from the applicable Legal Authorities having jurisdiction no later than the date that is **twelve (12) months** following the Effective Date hereof ("**Design and Permitting Outside Date**"). Subject to Section 3 hereof, the Town shall be responsible for, and shall pay, all of the costs, fees, and expenses with respect to the preparation, filing and processing of any such applications for the New Offsite Utilities Permits and Approvals. Upon request by the DRH, the Town shall keep DRH informed of the progress of obtaining such New Offsite Utilities Permits and Approvals. Furthermore, within **seven (7) days** of the Town's receipt of all New Offsite Utilities Permits and Approvals necessary to commence with the construction of the Water and Wastewater Facilities, the Town shall deliver written notice to DRH that all such permits and approvals have been obtained (such notice hereinafter referred to as "**Permitting and Approval Notice**").
 - (b) The Town shall commence construction of the Offsite Water and Wastewater Facilities (or cause construction of the Offsite Water and Wastewater Facilities to commence) by no later than the earlier of: (i) the date that is **ninety (90) days** following the Town's receipt of all New Offsite Utilities Permits and Approvals necessary to commence with construction of the Water and Wastewater Facilities, or (ii) the date that is **fourteen (14) days** following the Second DRH Escrow Deposit (hereinafter defined) (the "**Construction Commencement Deadline**"). Following the commencement of such construction, the Town shall diligently pursue and complete construction of (or cause the completion of construction of) the Offsite Water and Wastewater Facilities by no later than the date that is **twelve (12) months** after the notice to proceed is issued to the General Contractor (the "**Construction Completion Deadline**"). The Parties hereby acknowledge and agree that the Construction Commencement Deadline and the Construction Completion Deadline are both subject to

extension (and may be extended) due to Force Majeure (as hereinafter defined) and/or any of the other circumstances or events described in Section 11 below.

- (c) For purposes of this Agreement and the Water and Sewer Agreement, construction of the Offsite Water and Wastewater Facilities shall be deemed to have commenced when: (a) the general contractor (the "**General Contractor**") selected and engaged by the Town (or the Town's Consultant, as applicable) has entered into the Construction Contract (hereinafter defined) with the Town for the construction Offsite Water and Wastewater Facilities and the General Contractor has mobilized on the construction site(s); (b) all of the land, if any, which is required to be cleared and/or graded in order to construct the Offsite Water and Wastewater Facilities has been fully cleared and/or graded, if required, in accordance with the applicable Legal Requirements (as hereinafter defined) and in accordance with the applicable design and construction drawings, plans and specifications for the Offsite Water and Wastewater Facilities and the other applicable Offsite Water and Wastewater Facilities construction documents, including without limitation, all New Offsite Utilities Permits and Approvals (all such design and construction drawings, plans and specifications and other construction documents relating to the Water and Wastewater Facilities, collectively hereinafter referred to as the "**Design and Construction Documents**"); (c) all silt fences and/or other erosion control devices, if any, which are required to be installed upon and/or within any land in order to construct the Offsite Water and Wastewater Facilities have been fully installed upon and/or within any and all such land in accordance with the applicable Legal Requirements and in substantial and material accordance with the Design and Construction Documents; and (d) all necessary supplies and materials reasonably required for the commencement of construction of the Offsite Water and Wastewater Facilities have been delivered to (and are on location at) the construction site for incorporation into the construction of the Offsite Water and Wastewater Facilities. As used herein, the term "**Legal Requirements**" means any law, ordinance, order, code, rule, regulation or standard of any Legal Authority, and the terms "**Legal Authorities**" or "**Legal Authority**" means any federal, state or local governmental or quasi-governmental body, office, department, agency, board, court or other instrumentality thereof exercising jurisdiction over the Offsite Water and Wastewater Facilities.
- (d) For purposes of this Agreement and the Water and Sewer Agreement, construction of the Offsite Water and Wastewater Facilities shall be deemed complete or completed when: (i) the Town (or the Town's Consultant) delivers to DRH and Escrow Agent (as hereinafter defined) a certificate from the Town's Consultant and a certificate from the General Contractor certifying to DRH and the Town that (x) the Offsite Water and Wastewater Facilities have been constructed and completed in substantial and material accordance with the applicable Design and Construction Documents for same, and (y) all permits and approvals required to use and operate the Offsite Water and Wastewater Facilities have been issued by all applicable Legal Authorities, which certificate shall also include certified true, correct and complete copies of any and all such permits and approvals; and (ii) all of the requirements of Section 6(b)(ii) below have been satisfied.

5. Total Design and Construction Costs; Construction Budget.

- (a) The total Design and Construction Costs (hereinafter defined) are estimated to be **NINE MILLION FIVE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS (\$9,522,813.00)**, which estimated costs are set forth on the Design Cost Schedule and the Preliminary Construction Cost Estimate attached hereto as Exhibit "B" and Exhibit "C", respectively. For the purposes of this Agreement, "**Design**

and Construction Costs” shall mean means all actual out-of-pocket hard and soft costs and expenses, including, without limitation, the construction administration and inspection costs, reasonably incurred by the Parties in direct connection with the design and construction of the Water and Wastewater Facilities in such capacities to adequately support DRH’s anticipated build-out of the Property. For the avoidance of doubt, such costs eligible for reimbursement under this Agreement and the Water and Sewer Agreement: (i) shall include only the costs or expense relating the pipelines and appurtenances to support adequate flow and transmittal of wastewater and water to and from a designated portion on the Property and to the Town’s existing wastewater facility and water facility, as applicable, and not any costs or expenses relating to the Town’s existing wastewater facility or water facility; and (b) shall not include any costs or expense relating to the acquisition of real property to enable the construction of the Water and Wastewater Facilities as contemplated in this Agreement or the Water and Sewer Agreement. In the event that any acquisition of rights-of-way or other real property interest is required for Town’s construction of the Water and Wastewater Facilities, such rights-of-way or real property shall be acquired at the sole cost and expense of the Town.

- (b) Notwithstanding anything to the contrary, upon execution of the construction contract for the Offsite Water and Wastewater Facilities between the between the Town (or the Town’s Consultant, as applicable) and the General Contractor (the “**Construction Contract**”) (which Construction Contract, in accordance with Section III.5 of the Water and Sewer Agreement, will also provide for the construction administration and inspection for the Town), the amounts shown in the Preliminary Construction Cost Estimate attached as Exhibit “C” shall be adjusted to reflect the Construction Contract amount (including the amount for such construction administration and inspection costs) in accordance with Section III.6 of the Water and Sewer Agreement (such Preliminary Construction Cost Estimate, as any of the same may be so adjusted to reflect the Construction Contract amount (including the amount for such construction administration and inspection costs), being referred to herein as the “**Construction Budget**”).¹ Following any such adjustments of the amounts shown in the Preliminary Construction Cost Estimate (if any) and execution of the Construction Contract, the total amount of the Design and Construction Costs set forth above shall also be adjusted to equal the total amount of the Design Cost Schedule set forth on Exhibit “B” attached hereto, plus the amount of the Construction Budget, and the Second DRH Escrow Deposit (hereinafter defined) shall be adjusted to equal the total sum of the Construction Budget, as more described set forth in Section 12(b)(ii) hereof. The Construction Budget may not be modified, amended or otherwise changed without the written mutual approval of each of the Parties following execution of the Construction Contract. In accordance with Section III.6 of the Water and Sewer Agreement, all change order requests, if any, by the General Contractor will be subject to prior review and reasonable approval rights of DRH prior to approval by the Town, and DRH shall be invoiced for the actual cost increase caused by the change order approved by DRH (any such change order so approved by DRH being referred to herein as a “**DRH Approved Change Order**”).

6. Payment for Offsite Water and Wastewater Facilities.

- (a) General. DRH shall be responsible for and pay for DRH’s Share (i.e., 100%) of the total Design and Construction Costs so long as all such costs and expenses are reflected in (i) the Design Cost Schedule and the Construction Budget (including any modifications, amendments or other changes the Design Cost Schedule and the Construction Budget which

¹ The Water and Sewer Agreement does not appear to give DRH any right to review and approve (or deny) the General Contractor, the Construction Contract or the Construction Budget.

may now or hereafter be mutually approved in writing by each of the Parties), and/or (ii) a DRH Approved Change Order, and DRH shall pay or reimburse the Town for all such costs and expenses as follows:

- (i) As to (but only as to) any such Design and Construction Costs which are reflected in the Design Cost Schedule and the Construction Budget (including any modifications, amendments or other changes to the Design Cost Schedule or the Construction Budget which may now or hereafter be mutually approved in writing by each of the Parties), then DRH shall pay or reimburse the Town for all such costs and expenses reasonably incurred by the Town as follows:
 - (1) By having Escrow Agent pay the Town directly out of the Escrow Funds (as hereinafter defined) for DRH's Share (i.e., 100%) of such costs and expenses in accordance with the procedure for disbursements set forth in Section 6(b) below, so that the Town may then (x) reimburse itself for payments which the Town previously made to its contractors and other payees for such costs and expenses, or (y) pay the Town's contractors and other payees (or reimburse the Town for) such costs and expenses; and
 - (2) If no Escrow Funds remain in the Escrow Account (as hereinafter defined) to pay such costs and expenses, then the Town shall send a written invoice for same to DRH and Escrow Agent and comply with the procedures for disbursement set forth in Section 6(b) herein (without reference to an escrow component), and, after the Town's compliance with the procedures for disbursement set forth in Section 6(b) herein (without reference to an escrow component), any and all such costs and expenses due from DRH to the Town under the terms of this Section 6(a)(i)(2) shall be due and payable by DRH to Town within **thirty (30) days** after the later of (x) DRH's receipt of the Town's aforesaid written invoice for same or (ii) the Town's compliance with the procedures for disbursement set forth in Section 6(b) herein (without reference to an escrow component).
- (ii) As to (but only as to) any Design and Construction Costs which are not reflected in the Design Cost Schedule and the Construction Budget (including any modifications, amendments or other changes to the Design Cost Schedule or the Construction Budget which may now or hereafter be mutually approved in writing by each of the Parties), but which are reflected in a DRH Approved Change Order, the Town shall send a written invoice and demand for same to DRH and Escrow Agent and comply with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component, and, after the Town's compliance with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component, any and all such costs and expenses due from DRH to the Town under the terms of this Section 6(a)(ii) ("**Reimbursable Town Construction Costs**") shall be due and payable by DRH to Town within **thirty (30) days** after the later of (x) DRH's receipt of the Town's aforesaid written invoice and demand for same or (ii) the Town's compliance with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component) (the later of such dates or events being referred to herein as the "**Reimbursable Town Construction Costs Payment Deadline Date**").

- (b) Procedure for Disbursements. Escrow Agent shall disburse the Escrow Funds from the Escrow Account to the Town (or, if the Town defaults under this Agreement and DRH exercises its Project Takeover Remedy and elects to complete the construction of the Offsite Water and Wastewater Facilities, to DRH) in accordance with the following procedure (the applicable Party actually constructing the Offsite Water and Wastewater Facilities (or causing the construction thereof) and requesting disbursement of the Escrow Funds from the Escrow Account to fund such Party's completion of the construction of the Offsite Water and Wastewater Facilities being referred to herein as the "**Requesting Party**"):
- (i) Progress Payments. As design and construction of the Offsite Water and Wastewater Facilities progress, the Requesting Party may request (but no more than once per calendar month) interim disbursements of the Escrow Funds from the Escrow Account by sending written requests therefor to Escrow Agent (each such request being referred to herein as a "**Draw Request**"), with a copy thereof delivered to the non-Requesting Party. Each Draw Request must be verified by the Requesting Party's engineer and accompanied by invoices of work completed, as verified by the Requesting Party's engineer, as well as (x) partial and conditional (on payment) lien waivers from the Requesting Party's engineer and general contractor, as applicable, for such work and (y) written release/disbursement instructions from the Requesting Party to Escrow Agent requesting Escrow Agent to disburse the Escrow Funds in accordance with the Draw Request and to the payees named therein, and must also be approved in writing by the non-Requesting Party. Upon Escrow Agent's receipt of (i) a written Draw Request signed by the Requesting Party and verified by the Requesting Party's engineer, (ii) all applicable verified invoices and partial and conditional (on payment) lien waivers, (iii) written release/disbursement instructions from the Requesting Party to Escrow Agent requesting Escrow Agent to disburse the Escrow Funds in accordance with the Draw Request and to the payees named therein, and (iv) written approval of such Draw Request by the non-Requesting Party, Escrow Agent shall promptly disburse from the Escrow Funds an amount equal to requested amount to the payees named in the Draw Request; PROVIDED, HOWEVER, that should the non-Requesting Party fail to approve or deny any Draw Request within **ten (10) business days** following the non-Requesting Party's receipt thereof (any such denial to be accompanied by an explanation, providing in reasonable detail the reasons for such denial or disapproval), the non-Requesting Party shall be deemed to have approved such Draw Request, and Escrow Agent shall promptly disburse the requested Escrow Funds in accordance with the applicable instructions set forth in (and to the payees named in) such approved (or such deemed approved) Draw Request.
- (ii) Final Draw Request. Upon completion of construction of the Offsite Water and Wastewater Facilities, but prior to paying any retainage or making the final payment under the Requesting Party's construction contract to the applicable general contractor, the Requesting Party shall provide Escrow Agent and the non-Requesting Party with the following:
- (1) A written request from the Requesting Party to Escrow Agent for such payment (the "**Final Draw Request**"), which Final Draw Request must be verified by the Requesting Party's engineer and accompanied by invoices of work completed, as verified by the Requesting Party's engineer, as well as (x) final and conditional (on payment) lien waivers from the Requesting

Party's engineer and general contractor, as applicable, for such work and (y) written release/disbursement instructions from the Requesting Party to Escrow Agent requesting Escrow Agent to disburse the Escrow Funds in accordance with the Final Draw Request and to the payees named therein;

- (2) Evidence reasonably satisfactory to Escrow Agent and the non-Requesting Party that all labor and materials supplied in connection with the Offsite Water and Wastewater Facilities have been (or will with such final disbursement be) fully paid for and that no rights exist on the part of any party to claim a lien (x) against any property (real, personal or otherwise) impacted by the Offsite Water and Wastewater Facilities, or any portion thereof, or (y) against any other property (real, personal or otherwise), or any portion thereof; and
 - (3) A certificate from the Requesting Party's engineer and a certificate from the Requesting Party's general contractor certifying to the Town and DRH that (x) the Offsite Water and Wastewater Facilities have been constructed and completed in substantial and material accordance with the applicable plans and specifications for same, and (y) all permits and approvals required to use and operate the Offsite Water and Wastewater Facilities have been issued by all applicable Legal Authorities.
- (iii) Disbursement of Final Draw Request. Upon Escrow Agent's receipt of (i) a written Final Draw Request signed by the Requesting Party and verified by the Requesting Party's engineer, (ii) all applicable verified invoices and final and conditional (on payment) lien waivers, (iii) written release/disbursement instructions from the Requesting Party to Escrow Agent requesting Escrow Agent to disburse the Escrow Funds in accordance with the Final Draw Request and to the payees named therein, (iv) all of the other items set forth and described in subsections (1), (2) and (3) in Section 6(b)(ii) above, and (v) written approval of such Final Draw Request and all of the other items set forth and described in subsections (1), (2) and (3) in Section 6(b)(ii) above by the non-Requesting Party, Escrow Agent shall promptly disburse from the Escrow Funds an amount equal to the requested amount to the payees named in the Final Draw Request; PROVIDED, HOWEVER, that should the non-Requesting Party fail to approve or deny the Final Draw Request and all of the other items set forth and described in subsections (1), (2) and (3) in Section 6(b)(ii) above within **ten (10) business days** following the non-Requesting Party's receipt thereof (any such denial to be accompanied by an explanation, providing in reasonable detail the reasons for such denial or disapproval), the non-Requesting Party shall be deemed to have approved the Final Draw Request and all of the other items set forth and described in subsections (1), (2) and (3) in Section 6(b)(ii) above, and Escrow Agent shall promptly disburse the requested Escrow Funds in accordance with the applicable instructions set forth in (and to the payees named in) such approved (or such deemed approved) Final Draw Request.
- (iv) Disbursement of Excess Escrow Funds. Simultaneously with the payment of the final disbursement of the Escrow Funds, if any, the remaining undisbursed balance of any Escrow Funds shall be refunded and paid by Escrow Agent to DRH (the "**Excess Escrow Funds**").

- (v) Deficiency in Escrow Funds. If the Town or Escrow Agent shall, at any time, determine that the Escrow Funds remaining to be disbursed under this Agreement represents an amount less than **one hundred percent (100%)** of DRH's Share of the unpaid items or categories of expenditures set forth on the Design Cost Schedule or the Construction Budget (including any modifications, amendments or other changes to such Design Cost Schedule or the Construction Budget which may now or hereafter be mutually approved in writing by each of the Parties) and such the Town or Escrow Agent provides DRH and Escrow Agent evidence of the same, then DRH shall, within **fifteen (15) days** after DRH's receipt of Town's or Escrow Agent's written demand therefor, deposit with Escrow Agent sufficient additional funds to cover such deficit (any such additional deposit being referred to herein as an "**Additional DRH Escrow Deposit**").
- (c) Miscellaneous. Notwithstanding the foregoing or anything else in this Agreement to the contrary, if the Town defaults under the Water and Sewer Agreement or this Agreement and DRH exercises its Project Takeover Remedy (hereinafter defined) and elects to complete the construction of the Offsite Water and Wastewater Facilities, then the consent of the Town to any Draw Request, any Final Draw Request or any disbursement of the Escrow Funds pursuant to this Section 6, or any other provision of the Water and Sewer Agreement or this Agreement, or otherwise, shall not be required so long as DRH is not also in default under the Water and Sewer Agreement or this Agreement beyond any applicable notice and cure period.
7. Collateral Assignment of Design and Construction Documents. As security for the performance by the Town of its obligations under the Water and Sewer Agreement and this Agreement with respect to the design and construction of the Offsite Water and Wastewater Facilities, the Town hereby collaterally assigns to DRH (and the Town hereby grants to DRH a security interest in) all present or future right, title, and interest in, to and under (i) all third party contracts (including, but not limited to, plans and specifications, engineering contracts and construction contracts) obtained by the Town, the Town Consultant or any of their respective affiliates in designing, permitting, installing and/or constructing the Offsite Water and Wastewater Facilities and (ii) any applicable permits and/or approvals from any Legal Authorities obtained by the Town, the Town Consultant or any of their respective affiliates in designing, permitting, installing and/or constructing the Offsite Water and Wastewater Facilities (collectively, the "**Contracts, Plans and Permits**"). To the extent permitted by the professionals performing such scope of work, applicable law and the applicable Legal Authorities, the Town shall use commercially reasonable efforts to cause all such Contracts, Plans and Permits to be freely assignable to and assumable to DRH without charge to the Town or DRH or the consent of the applicable professionals performing such scope of work and/or Legal Authorities issuing any of same. DRH shall forbear from enforcing such assignment or exercising any rights with respect to such assignment, unless and until (x) an Event of Default (as herein defined) by the Town has occurred and is continuing hereunder and (y) DRH has exercised (and is continuing to exercise) its Project Takeover Remedy. On the date of the enforcement or exercise by DRH of any of its rights with respect to this collateral assignment or security interest, DRH shall assume all of the obligations of the Town with respect to the applicable Contracts, Plans and Permits arising from and after such date, subject at all times to the payment obligations of the Town as set forth herein, and further subject to all rights and remedies under Section 16 below and elsewhere herein.
8. Inspections. The Parties and their respective agents shall, at all times during the construction of the Offsite Water and Wastewater Facilities and the term of this Agreement, have the right to enter and to inspect all work done, and all materials, equipment and other matters relating to the Offsite Water

and Wastewater Facilities. The Parties shall also have the reasonable right to examine and copy all current Contracts, Plans and Permits, books, subcontracts, records, documents and papers in the possession or control of any Party (or in the possession or control of the Town's Consultant) directly relating to the Offsite Water and Wastewater Facilities upon the giving of not less than forty-eight (48) hours' prior written notice, at such possessing Party's (or Town's Consultant's) principal place of business, during regular business hours, as often as deemed reasonably necessary by any Party to verify the information in any reports required under this Agreement and to assure compliance by the Town and DRH with the terms of the Water and Sewer Agreement and this Agreement. Any such inspection or records may be requested to be performed via request of such records in electronic format.

9. Records. Each Party, to the extent (but only to the extent) that the following described records, papers and documents are in such Party's actual possession or control, shall furnish to the other Party such non-confidential records, papers, and documents relating to the Offsite Water and Wastewater Facilities as such other Party may reasonably require from time to time and, to the extent (but only to the extent) that such records, papers and documents are in such Party's actual possession, shall retain such Offsite Water and Wastewater Facilities records in such Party's actual possession for five (5) years after the completion of construction of the Offsite Water and Wastewater Facilities subject to reasonable inspection and audit by the Parties. Notwithstanding anything to the contrary, for the purposes of this Section 9, the Town shall be deemed to be in actual possession and control of any records, papers or documents relating to the Offsite Water and Wastewater Facilities which are in the possession and control of the Town's Consultant.
10. Status Meetings. From and after the Effective Date of this Agreement, the Parties shall meet bi-weekly (in person, via phone or via some other manner of communication (for example, Zoom, Microsoft Teams, Webex Teams, etc.) to review and discuss the status of the construction of the Offsite Water and Wastewater Facilities and other related items, including the scheduling of Town's respective scope of work under the Water and Sewer Agreement and this Agreement.
11. Force Majeure. If, due to Force Majeure, the Town is unable to commence (or cause to be commenced) construction of the Offsite Water and Wastewater Facilities by the Construction Commencement Deadline and/or complete (or cause to be completed) construction of the Offsite Water and Wastewater Facilities by the Construction Completion Deadline, then, in any such event, the Town shall be excused for the reasonable period of delay in the performance of its obligations under the Water and Sewer Agreement or this Agreement to commence (or cause to be commenced) construction and/or complete (or cause to be completed) construction, as the case may be, when such delay is occasioned by cause or causes beyond the control of the Town. The time for performance (*i.e.*, the Construction Commencement Deadline and/or the Construction Completion Deadline, as the case may be) shall be automatically extended for a like reasonable period; PROVIDED, HOWEVER, that the Town shall provide to DRH written notice and reasonable evidence of the occurrence of such Force Majeure event within **three (3) business days** after actual notice of the occurrence of such Force Majeure event, and shall use reasonable efforts as may be necessary or appropriate to mitigate, avoid or lessen the adverse effects of such Force Majeure event, as it may relate to the performance of Town's obligations under the Water and Sewer Agreement or this Agreement. Such causes shall include, without limitation, all labor disputes; governmental or judicial regulations, legislation, or controls; inability to obtain (or delay in obtaining) any necessary materials or services; fire, hurricane, snowstorm, unusually heavy rain, or other weather calamity or other casualty, and any other cause beyond the reasonable control of the Town or acts of God ("**Force Majeure**").

12. Escrow Funds.

- (a) Appointment of Escrow Agent; Acceptance of Duties. The Parties hereby appoint and designate MAYNARD NEXSEN PC, an Alabama professional corporation ("**Escrow Agent**"), to serve as escrow agent under this Agreement for the purposes set forth herein. Escrow Agent hereby accepts such appointment and agrees to perform the duties assigned to Escrow Agent in this Agreement.
- (b) Deposit, Release and Disbursement of Funds. For the purposes of securing the obligation of DRH under the Water and Sewer Agreement to pay for all Design and Construction Costs of the Offsite Water and Wastewater Facilities, DRH shall fund the Escrow Account (hereinafter defined) as follows:
- (i) Within **thirty (30) days** of the Effective Date of this Agreement, DRH shall deposit the sum of **FIVE HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED SIXTY THREE DOLLARS (\$524,663.00)** (the "**Initial DRH Escrow Deposit**") with Escrow Agent (which amount represents the estimated costs for the design of the Water and Wastewater Facilities, as set for on the Design Cost Schedule attached as **Exhibit "B"** hereto); and
- (ii) Subject to the terms of **Section 17** hereof, within **ninety (90) days** following DRH's receipt of the Town's Permitting and Approval Notice as set forth in **Section 4(a)** above, DRH shall deposit with Escrow Agent an amount equal to the sum of the Construction Budget following any such adjustments as set forth in **Section 5(b)** above (the "**Second DRH Escrow Deposit**"), which amount is currently estimated to be **EIGHT MILLION NINE HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED FIFTY DOLLARS (\$8,998,150.00)** (which represents the currently estimated costs for the construction of the Water and Wastewater Facilities, as set for on the Preliminary Construction Cost Estimate attached as **Exhibit "C"** hereto); provided, however, the actual amount of the Second DRH Escrow Deposit shall be adjusted to reflect the sum of the adjusted Construction Budget; and
- (iii) At all times after the Initial DRH Escrow Deposit hereof until disbursement of the Final Draw Request, DRH shall deposit such Additional DRH Escrow Deposits, if any, as may be required by **Section 6(b)(v)** herein.

The Initial DRH Escrow Deposit, the Second DRH Escrow Deposit and any Additional DRH Escrow Deposit being collectively referred to herein as the "**Escrow Funds**". Escrow Agent agrees to hold all Escrow Funds delivered to Escrow Agent in trust as an escrow agent in accordance with the terms, conditions and other provisions in this Agreement.

- (c) Escrow Account. Escrow Agent agrees to promptly deposit all Escrow Funds in a deposit account controlled by Escrow Agent (such account being referred to herein as the "**Escrow Account**"). All funds deposited with Escrow Agent under this Agreement will be processed in the normal course of business. Escrow Agent may commingle funds received by it in escrow with funds of others and may, without limitation, deposit such funds in its trust or escrow accounts with any reputable (at its discretion) bank or financial institution (the "**Depository**"). The Parties acknowledge that the maintenance of such escrow accounts with some Depository institutions may result in Escrow Agent being provided with an array of

bank services, accommodations or other benefits by the Depository. Escrow Agent or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the Depository institution. All such services, accommodations and other benefits shall accrue to Escrow Agent, and Escrow Agent shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

- (d) Type of Escrow Account. It is understood that (i) Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any Party in an interest-bearing account and (ii) the Escrow Account shall be a non-interest bearing account.
- (e) Limitation of Liability. Escrow Agent shall have no duties except as stated herein and the parties agree that it shall not constitute a conflict of interest for Escrow Agent to represent any of the Parties in connection with this Agreement or in any other matter. Escrow Agent shall have no liability under, or duty to inquire into the terms and provisions of this Agreement. It is agreed that Escrow Agent's duties are purely ministerial in nature, that no implied duties or obligations shall be read into this Agreement against Escrow Agent and that Escrow Agent shall not incur any liability whatsoever except for willful misconduct or gross negligence so long as Escrow Agent has acted in good faith. Escrow Agent shall not be bound by any modification, amendment, termination, cancellation or rescission of this Agreement which affects Escrow Agent's rights, obligations or duties under this Agreement unless any such modification, amendment, termination, cancellation or rescission is in writing and signed by the Parties and Escrow Agent. Escrow Agent shall have no responsibility with respect to the Escrow Funds deposited with Escrow Agent other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith. In accordance with the advice of counsel, Escrow Agent shall not be required to defend any legal proceeding which may be instituted against Escrow Agent in respect of the subject matter of these instructions unless requested so to do by one or more of the Parties hereto and indemnified by the requesting Party to Escrow Agent's satisfaction against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent and Escrow Agent shall be fully protected in acting in accordance with any written instructions given to Escrow Agent which have been signed by the Parties hereto or the proper representatives of the Parties hereto. Escrow Agent shall also not be liable for any loss or damage resulting from the following:
- (i) Any default, error, action or omission of any other Party.
 - (ii) Lack of authenticity, sufficiency and effectiveness of any documents delivered to it and lack of genuineness of any signature or authority of any person to sign any such document.
 - (iii) Any loss or impairment of funds deposited in the course of collection or while on deposit with any bank, savings and loan association, trust company or other financial institution resulting from failure, insolvency or suspension of such institution.
 - (iv) Escrow Agent complying with any and all legal process, writs, orders, judgments, and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

- (v) Escrow Agent asserting or failing to assert any cause of action or defense in any judicial, administrative or other proceeding either in the interest of itself or any other Party or parties.
 - (vi) Any good faith act or forbearance by Escrow Agent.
 - (vii) Any levies by taxing authorities based upon the taxpayer identification number used to establish this escrow account.
- (f) Miscellaneous. In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, Escrow Agent shall not be liable to anyone for damages, losses or expenses which such person may incur as a result of Escrow Agent so acting or failing to act. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel or counsel for the other Parties hereto given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) action taken or omitted to be taken in reliance upon any document, including any written notice or instruction provided for in this Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by proper person(s) and to conform with the provisions of this Agreement.
- (g) Escrow Fees and Expenses. Subject to the reimbursement provisions in Sections 12(h)(i) and 12(h)(iii) below, Escrow Agent's fees, costs and expenses for its services hereunder shall be paid by (and shall be the responsibility of) DRH, and will be based upon the following:
- (i) Fees. Escrow Agent's fees will be based upon the hours worked by Escrow Agent's attorneys and other professionals multiplied by the timekeeper's current hourly rate. Escrow Agent periodically adjusts hourly rates usually in December for the upcoming year. Escrow Agent typically does not send to clients a separate notice of adjustments in hourly rates before they occur. Escrow Agent's fees are charged in connection with Escrow Agent's drafting of this Agreement as an accommodation to the parties, filing periodic tax and/or information reports regarding the Escrow Account, providing accountings upon written request from Town or DRH (but not more than twice in any calendar year), and handling any disbursements under this Agreement.
 - (ii) Expenses. Ancillary services billed to Escrow Agent in connection with this Agreement and the escrow arrangement provided for herein by a third party vendor will be billed to DRH as a separate item on our invoice. Billing for ancillary services may lag the use of those services by several months because of delays in receipt of third party bills and posting of accounts. In certain circumstances, Escrow Agent may request DRH to pay the third party vendor directly. Necessary travel, lodging, meals, and other expenses will be billed to DRH at the actual cost of the expense or in the case of mileage at the IRS approved mileage rate. Escrow Agent will bill a specific charge to DRH for copies, courier services, computerized research, electronic document hosting, and staff overtime when and if used for this engagement.
 - (iii) Billing. Escrow Agent will bill DRH on a monthly basis and will expect to be paid within 30 days of the date of the invoice. Escrow Agent reserves the right to charge

interest at the rate of 1.5% per month for balances that remain outstanding for more than **thirty (30) days**. Notwithstanding the foregoing or anything else herein to the contrary, all of Escrow Agent's accrued and unpaid fees, costs and expenses will be due and payable in full no later than the closing of the escrow, and any additional fees, costs and expenses incurred after closing will be billed post-closing. DRH and Town understand that failure to pay Escrow Agent's invoices is an agreed upon ground for termination of Escrow Agent's services under this Agreement.

(h) Disputes.

- (i) In the event of a dispute between any of the Parties hereto sufficient in the discretion of Escrow Agent to justify it doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all dispute sums of money or property in Escrow Agent's hands under the terms of this Agreement, and to institute such legal proceedings Escrow Agent deems appropriate, and thereupon be discharged from all further duties under this Agreement. Any such legal action may be brought in any such court as Escrow Agent shall determine to have jurisdiction thereof. All reasonable costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) incurred by Escrow Agent in taking any action pursuant to this Section 12(h)(i) shall be paid by Town and DRH, and Town and DRH shall be jointly and severally liable for the payment of any and all such reasonable costs and expenses.
 - (ii) If written notice of default, non-performance or dispute by or between any Party is given by any Party to Escrow Agent, with a copy to the Parties, within a reasonable time prior to Escrow Agent's required performance under this Agreement, Escrow Agent shall not be required to perform its obligations hereunder if Escrow Agent deems it to be in its best interests not to so perform. If within **fifteen (15) days** from the date receipt of such notice by Escrow Agent and the Parties a written instruction reply has not been received by Escrow Agent or a conflicting instruction reply has been received within such time period from any Party, Escrow Agent may in its sole discretion perform in accordance with its obligations hereunder or file any interpleader action to resolve the conflict.
 - (iii) If Escrow Agent becomes involved in litigation relating to the escrow arrangement contemplated by this Agreement (other than litigation commenced by Escrow Agent in accordance with Section 12(h)(i) above), then the non-prevailing Party shall be responsible for the payment of Escrow Agent's reasonable fees and expenses related to the dispute and for the reasonable attorney fees and costs of the prevailing Party.
- (i) Resignation or Replacement. Escrow Agent may resign from its duties under this Agreement following **thirty (30) days'** prior written notice to the Parties. Escrow Agent may be removed and replaced following **thirty (30) days'** prior written notice to Escrow Agent by all the Parties. In either event, the duties of Escrow Agent shall terminate **thirty (30) days** after the date of such notice (or as of such earlier date as may be mutually agreeable) and Escrow Agent shall then remit the Escrow Funds then in its control to a successor escrow agent appointed by the Parties (as evidenced by a written notice signed by the Parties and filed with Escrow Agent. If the Parties fail to agree on the appointment of a successor, then (x) Escrow Agent may petition any court with competent jurisdiction to do so, and (y) Town and DRH shall each be responsible, jointly and severally, for paying and reimbursing Escrow Agent for all commercially reasonable, out-of-pocket costs and expenses (including reasonable attorney

fees) actually incurred by Escrow Agent in doing so unless resulting from the willful misconduct or gross negligence of Escrow Agent.

13. Covenant Against Liens.

- (a) Town will advise DRH in writing promptly if Town receives any notice, written or oral, from any contractor, sub-contractor, laborer or material furnisher to the effect that said contractor, sub-contractor, laborer or material furnisher has not been paid for any labor, services or materials furnished in connection with the Offsite Water and Wastewater Facilities. Town will also advise DRH in writing promptly if Town receives any notice, written or oral, of the filing of any lien or claim of lien against any property (real, personal or otherwise) by any such contractor, sub-contractor, laborer or material furnisher in connection with the Offsite Water and Wastewater Facilities. Town, at Town's sole cost and expense (subject, however, to Town's receipt of any Escrow Funds which Town may be expressly entitled to receive hereunder), shall promptly pay and discharge by the due date all costs and expenses for labor, services or materials furnished in connection with or otherwise related to the Offsite Water and Wastewater Facilities. In the event that any lien or claim of lien arises out of or otherwise in connection with the Offsite Water and Wastewater Facilities due to the Town's actions or failure to act under this Agreement, then Town, at Town's sole cost and expense (subject, however, to Town's receipt of any Escrow Funds which Town may be expressly entitled to receive hereunder), shall immediately (but in no event later than **thirty (30) days** after the filing thereof) cause that lien or claim of lien to be satisfied or bonded off under the provisions of applicable law and shall defend, indemnify and hold harmless DRH from and against the lien or claim of lien and any legal process arising by reason of same, including, without limitation, reasonable, out-of-pocket attorneys' fees; PROVIDED, HOWEVER, Town shall not be entitled to any payment or reimbursement from the Escrow Funds with respect to any costs or expenses in satisfying or bonding off any such lien or claim of lien, where such costs and expenses are in excess of the portion of the Design and Construction Costs that would have otherwise been payable to such contractor, sub-contractor, laborer or material furnisher absent the Town's acts or omissions.
- (b) Following such time, if ever, as (i) DRH shall have exercised its Project Takeover Remedy and elected to complete the construction of the Offsite Water and Wastewater Facilities in accordance with Section 16(b) hereof, and/or (ii) DRH shall have assumed the obligations of Town with respect to the Contracts, Plans and Permits in accordance with Section 7 hereof, if any lien or claim of lien arises out of or otherwise in connection with DRH's construction of the Offsite Water and Wastewater Facilities affecting property owned by Town, then DRH, at DRH's sole cost and expense (subject, however, to DRH's receipt of any Escrow Funds which DRH may be expressly entitled to receive hereunder), shall immediately (but in no event later than **thirty (30) days** after the filing thereof) cause that lien or claim of lien to be satisfied or bonded off under the provisions of applicable law.

14. No Third-Party Beneficiary; No Warranties. All conditions precedent to the obligation of Escrow Agent to make disbursements hereunder are imposed solely and exclusively for the benefit of the Parties and their respective permitted assigns except as specifically set forth herein. No other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Escrow Agent will refuse to make disbursements in the absence of strict compliance with any or all thereof. No persons other than the Parties (and their respective permitted assigns) shall, under any circumstances, be deemed to be a beneficiary of this Agreement, or any of the terms or conditions hereof, any or all of which may be freely waived in whole or in part by the mutual written agreement of the Parties at any time if they jointly deem it advisable to do so.

15. Events of Default. The occurrence of any one or more of the following shall constitute an “**Event of Default**” hereunder:

- (a) The failure of any Party to perform any obligation, covenant or agreement in the Water and Sewer Agreement, and the continuation of such failure unremedied beyond any applicable grace or right-to-cure period set forth in the Water and Sewer Agreement;
- (b) The failure of the Town to complete the design and construction of the Water and Wastewater Facilities in accordance with the Design and Construction Documents on or before the Construction Completion Deadline;
- (c) The failure of any Party to perform any obligation, covenant or agreement this Agreement, and the continuation of such failure, unremedied, for a period of **thirty (30) days** (or such other time period as specifically set forth herein) after written notice thereof is given by any non-defaulting Party specifying the nature of such default and requesting that such default be cured; PROVIDED, HOWEVER, if such failure cannot reasonably be cured within **thirty (30) days** (or such other period of time as specifically set forth herein) and the defaulting Party attempts in good faith to cure same within such period of time, then such **thirty (30) day** period shall be extended for so much time as is reasonably necessary in order to cure same (not to exceed **sixty (60) additional days**), provided the defaulting Party diligently and continuously pursues the cure during such extended period;
- (d) The dissolution, insolvency, or termination of existence of Town or DRH;
- (e) The filing of a petition or other pleading by or with respect to Town or DRH seeking relief under any bankruptcy law or other law for the benefit of debtors; and/or
- (f) The transfer or assignment by Town or DRH of assets for the benefit of any one or more creditors or all or substantially all of its assets except in the ordinary course of business.

16. Remedies. Upon occurrence and during the continuance of an Event of Default, any non-defaulting Party may, at its option, exercise each and every remedy granted in this Agreement or as otherwise provided by law or in equity, including the right to seek any actual damages incurred by said non-defaulting Party on account of such Event of Default (but not consequential, speculative, remote or punitive damages, and the Parties hereby waive and release any right to seek or collect any such consequential, speculative, remote or punitive damages). All rights and remedies of the non-defaulting Party shall be cumulative and the exercise of one right or remedy shall not be deemed to be an election of remedies to the exclusion of the exercise of other rights and remedies. No failure or delay by a non-defaulting Party to exercise any right, power or privilege hereunder shall operate as a waiver of any such right, power or privilege or preclude any other or future exercise thereof. Upon the occurrence and during the continuance of an Event of Default beyond any applicable notice and cure period, any non-defaulting Party may, at its option, in addition to (and not in lieu of) any other remedies provided by law or in equity (excluding consequential, speculative, remote or punitive damages consequential and/or punitive damages), seek the following remedies:

- (a) Seek the specific performance of the Water and Sewer Agreement or this Agreement; and/or
- (b) If the defaulting Party is the Town, then DRH may take possession of the Offsite Water and Wastewater Facilities construction site(s) (as applicable) and all materials, tools, machinery and other equipment on the property, or being used in connection with and in the design and construction of the Offsite Water and Wastewater Facilities (as applicable), and complete the

construction of the Offsite Water and Wastewater Facilities (as applicable) either in accordance with the applicable Design and Construction Documents or in accordance with such change or changes in the applicable Design and Construction Documents as may be considered reasonably necessary and may take such other and further action as may be reasonably required to achieve completion of the Offsite Water and Wastewater Facilities (as applicable) (the “**Project Takeover Remedy**”). If DRH exercises its Project Takeover Remedy and elects to complete the construction of the Offsite Water and Wastewater Facilities, then:

- (i) The Escrow Funds shall be made available to DRH to complete construction of the Offsite Water and Wastewater Facilities and Escrow Agent shall disburse the funds from the Escrow Account in accordance with the procedures for disbursement set forth in Section 6(b) hereof, except that the consent of Town to any Draw Request, any Final Draw Request or any disbursement of the Escrow Funds pursuant to Section 6 above, or any other provision of the Water and Sewer Agreement or this Agreement, or otherwise, shall not be required so long as DRH is not also in default under the Water and Sewer Agreement or this Agreement beyond any applicable notice and cure period. If Escrow Agent has received mutual notices of default, then Escrow Agent shall hold the Escrow Funds until (A) Escrow Agent has received written notice from the Parties consenting to and approving such disbursement, or (B) Escrow Agent follows the procedures set forth in Section 12(h) herein; and
- (ii) In the event DRH incurs any costs or expenses (over and above the amount of the Escrow Funds remaining in the Escrow Account) which are caused by (or arise out of or in connection with) any Event of Default by the Town, then Town shall be solely responsible for and pay to DRH or to DRH’s designated contractor(s) in accordance with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component, all verifiable, commercially reasonable, out-of-pocket third party costs and actually incurred by DRH in completing construction of the Offsite Water and Wastewater Facilities. In such event, DRH shall send a written invoice and demand for same to the Town and Escrow Agent and comply with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component, and, after DRH’s compliance with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component, any and all such costs and expenses due from the Town to DRH under the terms of this Section 16(b)(ii) (“**Reimbursable DRH Construction Costs**”) shall be due and payable by the Town to DRH within **thirty (30) days** after the later of (x) the Town’s receipt of DRH’s aforesaid written invoice and demand for same or (ii) DRH’s compliance with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component.
- (iii) Any Reimbursable DRH Construction Costs due to DRH under the terms of Section 16(b)(ii) above which, after DRH’s compliance with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component, are not paid by the Town to DRH within **thirty (30) days** after the later of (x) the Town’s receipt of DRH’s aforesaid written invoice and demand for same or (ii) DRH’s compliance with the procedures for disbursement set forth in Section 6(b) herein, without reference to an escrow component (the later of such dates or events being referred to herein as the “**Reimbursable DRH Construction Costs Payment Deadline Date**”), shall bear interest at the rate of 8.00% per annum from the

applicable Reimbursable DRH Construction Costs Payment Deadline Date until paid in full. DRH may bring an action at law or in equity against the Town for any amounts due under the terms of Section 16(b)(ii) herein, and interest, court costs and reasonable attorney's fees of such action shall be added to the amount due.

17. Acquisition of Property. Notwithstanding anything else contained in the Water and Sewer Agreement or this Agreement to the contrary, the Town hereby acknowledges and agrees that DRH is under contract to purchase the Property, but has not yet obtained title to the Property as of the Effective Date hereof. The Town further acknowledges and agrees that DRH shall have no obligation to make the Second DRH Escrow Deposit unless and until DRH or its affiliates obtain title all of the Property, which is expected to occur on or about the Design and Permitting Outside Date; provided, however, failure of DRH or its affiliates to obtain title to the Property or make deposit of the Second DRH Escrow Deposit by any specific date contemplated herein shall not constitute an Event of Default by DRH. Unless otherwise mutually agreed upon by the Town and DRH in writing, in the event that (i) DRH or its affiliates has not obtained title to the Property, and (ii) DRH has not otherwise deposited the Second DRH Escrow Deposit with Escrow Agent within the time period set forth in Section 12(b)(ii) above, the Town shall be excused from the its obligation to commence with the construction of the Water and Wastewater Facilities until the date that is **fourteen (14) days** following the date of the Second DRH Escrow Deposit, and the Construction Completion Deadline shall be automatically extended for a like reasonable period of time. Moreover, notwithstanding anything to the contrary in the Water and Sewer Agreement or this Agreement to the contrary, unless otherwise mutually agreed upon by the Town and DRH in writing, in the event that DRH or its affiliates have not acquired title to all of the Property by **August 1, 2026**, this Escrow Agreement shall automatically terminate on such date and all rights, liabilities and obligations of the Town and DRH under this Agreement shall terminate, except those that are expressly stated survive termination of this Escrow Agreement. Upon such termination of this Escrow Agreement pursuant to this Section 17, any undisbursed balance of any Escrow Funds remaining in the Escrow Account that are not subject to a Draw Request or any dispute between parties shall be refunded and paid by Escrow Agent to DRH.
18. Further Assurances. As requested by either Party, the other Party will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in such requesting Party all rights, interests, powers or benefits intended to be conferred upon it by the Water and Sewer Agreement and this Agreement.
19. Miscellaneous.
 - (a) Notice: Any notice or communication required or permitted (each, a "**Notice**") hereunder shall be given in writing, sent by (a) personal delivery, (b) delivery by a national recognized overnight delivery service, (c) United States mail, postage prepaid, certified mail, return receipt requested, or (d) electronic mail addressed to the respective addresses set forth in this Section 18(a) or to such other address within the continental United States or to the attention of such other persons as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given and received as of the date of personal delivery, or on the **third (3rd) business day** after deposit in the US mail, or the **first (1st) business day** after deposit with an national expedited delivery service, or on the date of transmission if sent by email (as confirmed by the sender's receipt of a delivery receipt), provided that a copy of such notice sent by email is also deposited the same date as the date of transmission in the United States mail or with an

expedited delivery service in the manner previously described, unless same shall expressly be waived by the recipient.

If to Town: Town Administrator
Town of Ridgeland
P.O. Box 1119
1 Town Square
Ridgeland, SC 29936
ATTN: Dennis Averkin
Email: Daverkin@ridgelandsc.gov

and

Town Attorney
Town of Ridgeland
P.O. Box 1119
1 Town Square
Ridgeland, SC 29936
Attn: Warren Johnson
Email: wpj@johnsonlawoffice.com

If to DRH: D.R. Horton, Inc.
Attn: Sean T. Ware, Division Vice-President of City Operations
30 Silver Lake Road
Bluffton, SC 29909
Email: stware@drhorton.com

With a required copy to (*which shall not constitute notice*):

Maynard Nexsen PC
205 King Street, Suite 401
Charleston, SC 29401
Attn: Jacob L. Allen, Esq.
Email: Jallen@maynardnexsen.com

If to
Escrow Agent: Maynard Nexsen PC

205 King Street, Suite 401
Charleston, SC 29401
Attn: George J. Bullwinkel, III, Esq.
Email: Gbullwinkel@maynardnexsen.com

With a required copy to (*which shall not constitute notice*):

Maynard Nexsen PC
205 King Street, Suite 401
Charleston, SC 29401
Attn: Jacob L. Allen, Esq.
Email: jallen@maynardnexsen.com

The Parties agree that the attorney for a Party shall have the authority to deliver Notices on such Party's behalf to the other Parties hereto.

- (b) Assignment. Neither this Agreement nor any rights, interests or obligations hereunder shall be assigned or transferred by any Party without the prior written consent of the other Parties (which consent may be withheld in any other Party's sole and absolute discretion); PROVIDED, HOWEVER, notwithstanding the foregoing, if DRH transfers or conveys all or any portion of the Property to a purchaser, whereby the purchaser expressly assumes the obligations under the Development Agreement with respect to the real property conveyed and the potential development thereof in accordance with Article XX(B)(1) of the Development Agreement, then DRH shall be permitted, upon written notice delivered to Town no later than **thirty (30) days** after any such conveyance of the Property, to assign all (but not less than all) of its rights, title, interests, duties, obligations and liabilities in, to and under this Agreement to said purchaser of the Property, so long as (i) written notice of such assignment is delivered to Town within **thirty (30) days** of the actual assignment of this Agreement, (ii) such assignment is in writing signed by DRH and the purchaser of the Property, (iii) such purchaser agrees in such writing to assume (and assumes) all (but not less than all) of DRH's rights, title, interests, duties, obligations and liabilities in, to and under this Agreement, and (iv) a true, correct and complete copy of such executed assignment and assumption document is delivered to Town no later than **thirty (30) days** after its execution by both DRH and such purchaser (any such permitted assignment being referred to herein as a "**Permitted Assignment**"). Upon any such Permitted Assignment by DRH and the assumption of all (but not less than all) of DRH's duties, obligations and liabilities hereunder, DRH shall be relieved of any further duties, obligations and liabilities under this Agreement and Town shall look solely to such assignee under the Permitted Assignment with respect to the duties, obligations and liabilities of "DRH" under this Agreement.
- (c) Attorneys' Fees and Legal Expenses: Should any Party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable, documented, out-of-pocket attorneys' fees and all court costs actually incurred in connection with said proceedings.
- (d) Section Headings: The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

- (e) Entire Agreement: This Agreement, in conjunction with the Water and Sewer Agreement, embodies the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter. Whenever express or implied substantive provisions of this Escrow Agreement are inconsistent with the Water and Sewer Agreement, to the extent possible, the provisions of this Escrow Agreement and the Water and Sewer Agreement shall be considered *pari material* to give effect to both this Escrow Agreement and the Water and Sewer Agreement; provided, however, in the event of any conflict with Water and Sewer Agreement, the terms and provisions of this Escrow Agreement (including the Exhibits attached hereto) shall govern. This Agreement cannot be varied, modified, amended or altered except by the written agreement of all the Parties; PROVIDED, HOWEVER, if any such variance, modification, amendment or alteration affects Escrow Agents rights, obligations or duties under this Agreement, then such variance, modification, amendment or alteration must be executed in writing signed by all the Parties and Escrow Agent.
- (f) Applicability: The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns, except as expressly set forth herein.
- (g) Time: **TIME IS OF THE ESSENCE** in the performance of all obligations under this Agreement and with respect to all deadlines and all other matters set forth in this Agreement.
- (h) Gender and Number: Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
- (i) Execution/Counterparts: This Agreement may be executed in one or more counterparts, each of which will be considered an original. All those counterparts together will constitute the same instrument, which may be sufficiently evidenced by one counterpart. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.
- (j) Applicable Law: This Agreement and the transactions contemplated herein shall be interpreted, governed and enforced in accordance with the laws of the State of South Carolina. Jurisdiction and venue for any dispute arising out of this Agreement shall be in the Circuit Court for Beaufort County, South Carolina.
- (k) Severability: Should any portion of this Agreement or the application thereof to any person or circumstance be invalid or unenforceable to any extent by law, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- (l) Waiver of Jury Trial: **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ESCROW AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE RETAINED COUNSEL OF THEIR OWN CHOOSING AND SUCH COUNSEL HAS FULLY EXPLAINED THE CONTENT AND LEGAL EFFECT OF THIS SECTION.**

- (m) Time Periods: If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal banking holiday in the State of South Carolina, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal banking holiday in the State of South Carolina. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days, and all references to "year" or "years" will mean a calendar year. For purposes of this Agreement, the term "**business day**" means any day of the year, excluding Saturday, Sunday or any legal banking holiday in the State of South Carolina. All times shall mean either Eastern Standard Time or Eastern Daylight Time as then currently applicable, and, as used herein, the term "**Eastern Time**" shall mean and refer to Eastern Standard Time or Eastern Daylight Time as then currently applicable.
- (n) Construction. The signatories hereto acknowledge that each signatory and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- (o) Relationship of Parties. The Parties shall not be considered or deemed joint venturers or partners and none of them shall have the power to bind or obligate the others except as set forth herein.
- (p) Consents and Approvals. Except as may otherwise be expressly set forth in this Agreement, when approval or consent by any Party hereto is required under this Agreement, such approval or consent will not be unreasonably withheld, delayed or conditioned.
- (q) Waiver of Surety Bond. The Parties hereby acknowledge and agree that this Agreement, together with the Escrow Funds required to be deposited (and deposited) by DRH with Escrow Agent under this Agreement, are intended to replace (and hereby replace) the requirement for the Surety Bond under the Water and Sewer Agreement. The Town hereby waives the obligation under the Water and Sewer Agreement for DRH to obtain and issue the Surety Bond to the Town.
- (r) Survival. The following provisions will survive termination of this Agreement: Section 9 (Records); Section 13 (Covenant Against Liens); Section 14 (No Third-Party Beneficiary; No Warranties); Section 15 (Events of Default); Section 16 (Remedies); and Section 19 (Miscellaneous). If the section or paragraph references in this Section 19(q) do not match the subject matters named in this Section 19(q) (e.g., due to a drafting error), the subject matters will control.
- (s) Exhibits. The following exhibits and schedules are acknowledged to be attached to and form a part of this Agreement:
- Exhibit "A" - Description of Property
 - Exhibit "B" - Design Costs Schedule
 - Exhibit "C" - Preliminary Construction Estimate

[SIGNATURE PAGES FOLLOW]

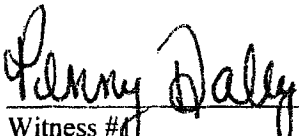
SIGNATURE PAGE
TO
OFFSITE WATER AND WASTEWATER FACILITIES FUNDING AND ESCROW AGREEMENT

For good and valuable consideration, the undersigned Party has caused this Agreement to be executed under seal by persons duly empowered to bind such Party to perform its obligations hereunder as of the Effective Date first set forth above.

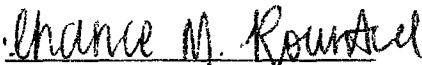
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN:

TOWN OF RIDGELAND, SOUTH CAROLINA



Witness #1
Print Name: Penny Daley, Town Clerk

By:  (SEAL)
Dennis E. Averkin, Town Administrator


Witness #2
Print Name: Chance Rountree, Finance Director

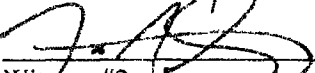
DRH:

D.R. HORTON, INC., a Delaware corporation


Witness #1
Print Name: Clay Lumber

By:  (SEAL)

Name: Jay R. Coombe, Jr.


Witness #2
Print Name: Tim Stone


Title: Assistant Secretary

By the execution hereof Escrow Agent hereby covenants and agrees to be bound by the terms of this Agreement insofar as such terms affect Escrow Agent.

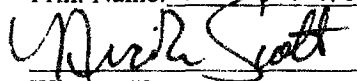
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCROW AGENT:

MAYNARD NEXSEN, PC,
an Alabama professional corporation



Witness #1
Print Name: Jacob Allen



Witness #2
Print Name: Nicole Scott

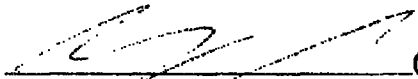
By:  (SEAL)
Name: George J. Bullwinkel, III
Title: Shareholder

EXHIBIT "A"**DESCRIPTION OF PROPERTY**

405.195 Acres

All that Certain Piece, Parcel or Tract of Land, Situate, lying and being in Robert Township, Jasper County, South Carolina and being more particularly described as follows: Beginning at the northeast corner of the lands of Terry D. Murphy et al, as recorded in Plat Book 11, Page 311, of the Jasper County, South Carolina Recorder's Office, said northeast corner being in the west right of way of Tarboro Road, also known as County Road S-27-22, being a 66 foot right of way and having the South Carolina State Plane Coordinates, East Zone, of N233,618.70, E1,997,222.23; Thence with the north line of said Terry D. Murphy et al., South 68°25'32" West, a distance of 426.91 feet to a concrete monument found; Thence South 20°39'12" East, a distance of 33.99 feet to an iron pin found and being in the north line of the lands of Jeffrey P. Richardson, as recorded in Plat Book 35, Page 249 of the Jasper County, South Carolina Recorder's Office; Thence with said north line, North 80°00'52" West, a distance of 669.04 feet to a concrete monument found and South 61°25'05" West, a distance of 743.55 feet to a point, said point is witnessed by a broken iron pin found at North 09°West, a distance of 3.0 feet; Thence along the west line of the lands of David G. Mills, as recorded in Plat Book 22, Page 81, of the Jasper County, South Carolina recorder's office, South 12°39'36" West, a distance of 735.72 feet to a point, said point is witnessed by a disturbed concrete monument found at South 60°East, a distance of 0.8 feet; Thence with the north line of "Subdivision of the Eastern Portion of Tract 'B', as prepared for Jasper County Land Development Company, Inc., as recorded at Plat Book 16, Page 388 of the Jasper County, South Carolina Recorder's Office, South 60°03'43" West, a distance of 3023.18 feet to a point in the west right of way of Nimmer Turf Road, a 24' right of way, said point is witnessed by a disturbed iron pin found at South 43°West, a distance of 2.5 feet; Thence with said west right of way, North 44°19'51" west, a distance of 219.20 feet to a point; Thence along a curve, deflecting to the right, a distance of 392.34 feet, having a radius of 524.98 feet, a chord bearing of North 22°55'19" West and a chord of 383.28 feet to a point; Thence North 01°30'46" West, a distance of 609.41 feet to a point; Thence North 01°54'37" West, a distance of 589.44 feet to a point; Thence North 02°18'28" West, a distance of 95.59 feet to a point, said point is witnessed by an iron pin found at North 39°East, a distance of 5.0 feet; Thence along the lands of 3N Farm Nimmer Family, as recorded in Plat Book 29, Page 359, of the Jasper County, South Carolina Recorder's Office, South 88°40'05" East, a distance of 265.88 feet to a point, said point is witnessed by an iron pin found at North 75°East, a distance of 3.5 feet; Thence North 00°04'36" West, a distance of 369.82 feet to a point; Thence North 89°58'37" East, a distance of 50.00 feet to a point; Thence North 03°43'06" East, a distance of 400.00 feet to a point; Thence North 89°50'36" West, a distance of 280.80 feet to a point in the aforesaid west right of way of Nimmer Turf Road; Thence North 11°17'10" East, a distance of 329.38 feet to a point; Thence South 84°32'56" East, a distance of 4.80 feet to a point; Thence North 11°36'54" East, a distance of 1681.44 feet to a point; Thence North 10°55'18" East, a distance of 1214.37 feet to a point; Thence along a curve, deflection to the right, a distance of 83.16 feet, having a radius of 57.51 feet, a chord bearing of North 53°13'53" East and a chord of 76.10 feet to a point in the south right of way of Nimmer Turf road, a 66 feet right of way; Thence with said south right of way, South 85°55'17" East, a distance of 1056.09 feet to a point in the west line of the lands of Helen R. Raye, as recorded in Deed Book 333, Page 34, of the Jasper County, South Carolina Recorder's Office; Thence with

said west line, South 01°56'09" West, a distance of 842.67 feet to a point; Thence along the south line of said Helen R. Raye, South 87°57'14" East, a distance of 514.08 feet to a point; Thence along the east line of said Helen R. Raye, North 02°58'01" East, a distance of 827.90 feet to a point in said south right of way of Nimmer Turf Road; Thence along said south right of way of Nimmer Turf Road, South 85°54'35" East, a distance of 1392.12 feet to a point; Thence along a curve, deflecting to the left, a distance of 311.07 feet, having a radius of 15771.47 feet, a chord bearing of South 86°53'11" East and a chord of 311.07 feet to a point; Thence along a curve, deflecting to the left, a distance of 78.69 feet, having a radius of 469.31 feet, a chord bearing of North 87°44'43" East and a chord of 78.60 feet to a point in the west right of way of Tarboro Road, also known as County Road S-27-22 and being a 66 feet right of way; Thence with said west right of way, South 15°29'36" East, a distance of 982.09 feet to a point; Thence South 15°38'50" East, a distance of 142.45 feet to a concrete monument found; Thence leaving said west right of way and along the north line of the lands of Brian L. & Shannon S. Ratkovich, as recorded in Plat Book 25, Page 241 of the Jasper County, South Carolina Recorder's Office, South 77°02'49" West, a distance of 749.39 feet to a point; Thence with the west line of the lands of Brian L. & Shannon S. Ratkovich, South 15°35'18" East, a distance of 284.79 feet to a point; Thence with the south line of the lands of Brian L. & Shannon S. Ratkovich, North 77°04'27" East, a distance of 749.03 feet to a point in aforesaid west right of way line of Tarboro Road; Thence along said west right of way, South 15°43'48" East, a distance of 615.94 feet to a point; Thence South 12°55'32" East, a distance of 141.86 feet to a point; Thence along a curve, deflecting to the right, a distance of 625.52 feet, having a radius of 5022.64 feet, a chord bearing of South 09°31'57" East and a chord of 625.11 feet to a point; Thence South 06°34'33" East, a distance of 192.98 feet to the Point of Beginning. Containing 405.195 acres. Subject to all easements, rights of way and restrictions of record.

EXHIBIT "B"

DESIGN COSTS SCHEDULE

See attached.

Design Drawdown Schedule															
Town of Ridgeland Tillman Highway Utility Extension	Week #1	Week #2	Week #3	Week #4	Week #5	Week #6	Week #7	Week #8	Week #9	Week #10	Week #11	Week #12	Week #13	Week #14	Week #15
	Data Collection (sub-consultants efforts phase)														
Monthly Financial Outlay	(\$17,000)	(\$17,000)	(\$19,000)	(\$19,000)	(\$23,000)	(\$23,000)	(\$23,000)	(\$27,000)	(\$29,000)	(\$31,277)	(\$30,000)	(\$30,000)	(\$30,000)	(\$30,000)	(\$31,000)
Cumulative Financial Outlay	(\$17,000)	(\$34,000)	(\$53,000)	(\$72,000)	(\$95,000)	(\$118,000)	(\$145,000)	(\$172,000)	(\$201,000)	(\$232,277)	(\$260,000)	(\$290,000)	(\$320,000)	(\$350,000)	(\$381,000)
Cumulative Total Financial Outlay	(\$17,000)	(\$34,000)	(\$53,000)	(\$72,000)	(\$95,000)	(\$118,000)	(\$145,000)	(\$172,000)	(\$201,000)	(\$232,277)	(\$260,000)	(\$290,000)	(\$320,000)	(\$350,000)	(\$381,000)

Design Drawdown Schedule															
Town of Ridgeland Tillman Highway Utility Extension	Week #16	Week #17	Week #18	Week #19	Week #20	Week #21	Week #22	Week #23	Week #24	Week #25	Week #26	Week #27	Week #28	Week #29	Week #30
	90% Detailed Design (design and permitting phase)														
Monthly Financial Outlay	(\$11,000)	(\$11,000)	(\$11,000)	(\$14,000)	(\$14,000)	(\$16,000)	(\$14,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$16,000)	(\$16,000)	(\$16,000)	(\$15,000)
Cumulative Financial Outlay	(\$62,000)	(\$73,000)	(\$84,000)	(\$98,000)	(\$112,000)	(\$126,000)	(\$140,000)	(\$155,000)	(\$170,000)	(\$185,000)	(\$200,000)	(\$216,000)	(\$232,000)	(\$248,000)	(\$263,000)
Cumulative Total Financial Outlay	(\$294,277)	(\$305,277)	(\$316,277)	(\$330,277)	(\$344,277)	(\$358,277)	(\$372,277)	(\$387,277)	(\$402,277)	(\$417,277)	(\$432,277)	(\$448,277)	(\$464,277)	(\$480,277)	(\$496,277)

Design Drawdown Schedule														
Town of Ridgeland Tillman Highway Utility Extension	Week #31	Week #32	Week #33	Week #34	Week #35	Week #36	Week #37	Week #38	Week #39	Week #40	Week #41	Week #42	Week #43	Week #44
	Bidding and Award Services (design and permitting)													
Monthly Financial Outlay	(\$7,500)	(\$2,500)	(\$2,500)	(\$3,000)	(\$3,000)	(\$4,386)	(\$1,500)	(\$1,500)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,500)	(\$2,000)
Cumulative Financial Outlay	(\$266,500)	(\$269,000)	(\$271,500)	(\$274,500)	(\$277,500)	(\$281,886)	(\$283,386)	(\$284,886)	(\$285,886)	(\$286,886)	(\$287,886)	(\$288,886)	(\$290,386)	(\$292,386)
Cumulative Total Financial Outlay	(\$498,777)	(\$501,277)	(\$503,777)	(\$506,777)	(\$509,777)	(\$514,163)	(\$515,663)	(\$517,163)	(\$518,163)	(\$519,163)	(\$520,163)	(\$521,163)	(\$522,663)	(\$524,663)

Notes:

The amounts presented within this drawdown schedule are estimates only and is not to be used as a guaranteed monthly expenditure. Engineering Effort is based on the proposed schedule and tasks as provided within the Tillman Highway Utility Extension (task order #38) proposal. Cumulative Financial Outlay is for the three (3) engineering effort tasks as provided within the Tillman Highway Utility Extension (task order #38) proposal. 1:2:4:59 equates to the amounts of the total costs as provided within the Tillman Highway Utility Extension (task order #38) proposal.

EXHIBIT "C"

PRELIMINARY CONSTRUCTION SCHEDULE

See attached.

Construction Drawdown Schedule														
Week #1	Week #2	Week #3	Week #4	Week #5	Week #6	Week #7	Week #8	Week #9	Week #10	Week #11	Week #12	Week #13	Week #14	Week #15
Construction Support Services														
(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)
(\$3,746)	(\$7,492)	(\$11,238)	(\$14,984)	(\$18,730)	(\$22,476)	(\$26,222)	(\$29,968)	(\$33,714)	(\$37,460)	(\$41,206)	(\$44,952)	(\$48,698)	(\$52,444)	(\$56,190)
(\$528,409)	(\$532,155)	(\$535,901)	(\$539,647)	(\$543,393)	(\$547,139)	(\$550,885)	(\$554,631)	(\$558,377)	(\$562,123)	(\$565,869)	(\$569,615)	(\$573,361)	(\$577,107)	(\$580,853)

Construction Drawdown Schedule														
Week #16	Week #17	Week #18	Week #19	Week #20	Week #21	Week #22	Week #23	Week #24	Week #25	Week #26	Week #27	Week #28	Week #29	Week #30
Construction Support Services														
(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)
(\$59,936)	(\$63,682)	(\$67,428)	(\$71,174)	(\$74,920)	(\$78,666)	(\$82,412)	(\$86,158)	(\$89,904)	(\$93,650)	(\$97,396)	(\$101,142)	(\$104,888)	(\$108,634)	(\$112,380)
(\$584,593)	(\$588,345)	(\$592,091)	(\$595,837)	(\$599,583)	(\$603,329)	(\$607,073)	(\$610,819)	(\$614,567)	(\$618,313)	(\$622,059)	(\$625,805)	(\$629,551)	(\$633,297)	(\$637,043)

Construction Drawdown Schedule														
Week #31	Week #32	Week #33	Week #34	Week #35	Week #36	Week #37	Week #38	Week #39	Week #40	Week #41	Week #42	Week #43	Week #44	Week #45
Construction Support Services														
(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)	(\$3,746)
(\$116,126)	(\$119,872)	(\$123,618)	(\$127,364)	(\$131,110)	(\$134,856)	(\$138,602)	(\$142,349)	(\$146,095)	(\$149,841)	(\$153,587)	(\$157,333)	(\$161,079)	(\$164,825)	(\$168,571)
(\$640,789)	(\$644,535)	(\$648,281)	(\$652,027)	(\$655,773)	(\$659,519)	(\$663,265)	(\$667,011)	(\$670,757)	(\$674,503)	(\$678,249)	(\$682,000)	(\$685,747)	(\$689,494)	(\$693,241)

Construction Drawdown Schedule														
Week #46	Week #47	Week #48	Week #49	Week #50	Week #51	Week #52	Week #53	Week #54	Week #55	Week #56	Week #57			
Construction Support Services														
(\$3,747)	(\$3,747)	(\$3,747)	(\$3,747)	(\$3,748)	(\$3,748)	(\$3,748)	(\$3,748)	(\$3,748)	(\$3,748)	(\$3,748)	(\$3,748)			
(\$172,325)	(\$176,072)	(\$179,819)	(\$183,566)	(\$187,314)	(\$191,062)	(\$194,810)	(\$198,558)	(\$202,306)	(\$206,054)	(\$209,802)	(\$213,550)			
(\$596,988)	(\$600,735)	(\$604,482)	(\$608,229)	(\$611,977)	(\$615,725)	(\$619,473)	(\$623,221)	(\$626,969)	(\$630,717)	(\$634,465)	(\$638,213)			