

STATE OF)
NORTH CAROLINA)
)
COUNTY OF WAKE)

STREAM MITIGATION AGREEMENT

THIS AGREEMENT ("Agreement") is made this 28th day of June, 2000, by and between SKELLY AND LOY, LLP, a North Carolina limited liability partnership duly registered and authorized to conduct business in North Carolina ("Provider") and the North Carolina Department of Transportation, an agency of the State of North Carolina (the "Purchaser"), collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, Purchaser issued a Request For Proposal (RFP) to Provider on September 3, 1999, for a stream mitigation full delivery project (the "Mitigation Project") relative to the Ellerbe Bypass in Richmond County, North Carolina identified in the NCDOT 1999 Transportation Improvement Program as R-2231, (the "NCDOT Project"). The RFP is incorporated herein by reference; and

WHEREAS, Provider met the requirements of that RFP and submitted its January 13, 2000, Technical and Cost Proposals (the "Proposal") in response to that RFP. The Proposal is incorporated herein by reference; and

WHEREAS, Purchaser's Review Committee conducted an evaluation of the Proposal and oral presentation and has recommended the Provider be selected to implement the mitigation as provided in the Proposal subject to requested modifications in work scope and cost as outlined in the March 2, 2000, correspondence from the Purchaser. This correspondence is incorporated herein by reference; and

WHEREAS, Provider submitted a March 10, 2000, revised Cost Proposal. This revised Cost Proposal is incorporated herein by reference:

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree to be legally bound to the following terms and conditions.

1. Consideration. Provider hereby agrees to deliver to Purchaser compensatory mitigation for 22,125 lineal feet of stream mitigation ("the Compensatory Mitigation") as provided in the Proposal and in accordance with the requirements of the RFP for a total estimated sum of Two Million Two Hundred Sixty-Eight Thousand Ten Dollars (\$2,268,010) ("Consideration"), and Purchaser agrees to purchase the Compensatory Mitigation, all subject to the terms herein.

2. Obligation of Provider. Provider shall implement the Mitigation Project in accordance with the provisions of and as contemplated by the Proposal and consistent with the terms and conditions of this Agreement with such changes and modifications therein as may be reasonably

required by the sites or any substitutes therefor as described in Paragraph 7. Except as provided for under Paragraphs 6 and 7, Provider shall provide Purchaser with a minimum of 22,125 linear feet of physical stream improvement to be applied to the stream impacts of the NCDOT Project. In connection therewith, Provider shall fully cooperate with Purchaser, the North Carolina Department of Environment and Natural Resources (DENR), the U.S. Army Corps Of Engineers (ACOE), the North Carolina Wildlife Resources Commission (WRC), the U.S. Fish and Wildlife Service (FWS) and all other applicable regulatory and resource agencies (collectively the "Agencies") to facilitate and expedite permits and maintain environmental compliance relative to any impacts caused by the NCDOT Project. Provider is responsible to implement any required mitigation as a result of the NCDOT Project, which may include monitoring, conservation easements, performance bonds, and success criteria of the compensatory mitigation, conditioned upon payment of the Consideration due hereunder, and Provider hereby agrees to comply with all of the conditions of the NCDOT and Mitigation Project permits or approvals imposed by the Agencies as of the date of said permit or approval as the same may be amended or modified prior to performance of the work under the Mitigation Project, provided any such amendment of modification shall not increase the Provider's obligations hereunder. Provider shall complete the Mitigation Project activities in accordance with Exhibit A attached. Provider will report to Purchaser on the status of Mitigation Project activities monthly until construction on all sites is completed. Thereafter, Provider will provide a status report every six (6) months until Mitigation Project completion. Provider will provide professional engineering or environmental services in all phases of the Mitigation Project to which the Proposal applies. Provider's professional services will be performed with the care and skill ordinarily used by members of Provider's profession practicing under similar conditions at the same time and in the same locality.

3. Payment Schedule. The Purchaser shall deliver payment in the following amounts and on the dates provided herein to the Provider. These payments are based on the March 10, 2000 revised Cost Proposal and Exhibit A attached. Provider shall not acquire any land interest for any site without prior approval by Purchaser of the Site Mitigation Design for the respective site.

<u>Payment</u>	<u>Includes</u>	<u>Amount</u>	<u>Due Date</u>
1st Annual	Planning-Environmental Assessment	\$306,439	
	Site Mitigation Design	\$432,560	
	Permitting	\$38,112	
	Contract Performance Bond	<u>\$31,394</u>	
	TOTAL	<u>\$808,505</u>	Contract Signing

If Provider fails to provide Purchaser with linear feet of physical stream improvement promised in this Agreement, Provider will reimburse Purchaser a prorated amount (according to unprovided linear feet mitigation) for services not required as a result of diminished total linear feet stream mitigation.

Site 1	Conservation Easement	\$44,200	
	Project Management	\$16,952	
	Construction	<u>\$88,134</u>	
	TOTAL	\$149,286	60 Days Before Easement Purchase
Site 2	Conservation Easement	\$27,000	
	Project Management	\$9,080	
	Construction	<u>\$40,447</u>	
	TOTAL	\$76,527	60 Days Before Easement Purchase
Site 3	Conservation Easement	\$23,400	
	Project Management	\$8,795	
	Construction	<u>\$87,656</u>	
	TOTAL	\$119,851	60 Days Before Easement Purchase
Site 4	Conservation Easement	\$13,700	
	Project Management	\$16,952	
	Construction	<u>\$158,954</u>	
	TOTAL	\$189,606	60 Days Before Easement Purchase
Site 5	Conservation Easement	\$10,000	
	Project Management	\$9,080	
	Construction	<u>\$37,385</u>	
	TOTAL	\$56,465	60 Days Before Easement Purchase
Site 6	Conservation Easement	\$5,000	
	Project Management	\$10,330	
	Construction	<u>\$44,827</u>	
	TOTAL	\$60,157	60 Days Before Easement Purchase
Site 7	Conservation Easement	\$1,500	
	Project Management	\$4,315	
	Construction	<u>\$6,480</u>	
	TOTAL	\$12,295	60 Days Before Easement Purchase

Site 8	Conservation Easement	\$21,400	
	Project Management	\$16,270	
	Construction	<u>\$154,898</u>	
	TOTAL	\$192,568	60 Days Before Easement Purchase
Site 9	Conservation Easement	\$2,000	
	Project Management	\$4,315	
	Construction	<u>\$5,520</u>	
	TOTAL	\$11,835	60 Days Before Easement Purchase
Site 10	Conservation Easement	\$3,000	
	Project Management	\$4,315	
	Construction	<u>\$4,875</u>	
	TOTAL	\$12,190	60 Days Before Easement Purchase
Site 11	Conservation Easement	\$5,000	
	Project Management	\$3,565	
	Construction	<u>\$4,260</u>	
	TOTAL	\$12,825	60 Days Before Easement Purchase
Site 12	Conservation Easement	\$0	
	Project Management	\$2,665	
	Construction	<u>\$4,820</u>	
	TOTAL	\$7,485	60 Days Before Easement Purchase

Assuming that construction is complete for all 12 sites at the end of the first year anniversary date of this agreement, the following annual monitoring and reporting costs will be paid by Purchaser, otherwise, monitoring and reporting costs will be prorated according to number of sites completed and requiring Monitoring and reporting:

2nd Annual	Monitoring and Reporting	\$111,683	1st Anniversary Date of this Agreement
3rd Annual	Monitoring and Reporting	\$111,683	2nd Anniversary Date of this Agreement

4th Annual	Monitoring and Reporting	\$111,683	3rd Anniversary Date of this Agreement
5th Annual	Monitoring and Reporting	\$111,683	4th Anniversary Date of this Agreement
6th Annual	Monitoring and Reporting	\$111,683	5th Anniversary Date of this Agreement
CONTRACT TOTAL		\$2,268,010	

If the prior year's construction or monitoring activities are not substantially completed, in the opinion of the Purchaser based upon design criteria defined in the Site Mitigation Design(s), by the next Anniversary Date of this Agreement, the Monitoring and Reporting costs for the current year will not be paid unless otherwise excused by Purchaser or the terms of this Agreement. Once the prior year's monitoring and construction activities have been completed, the Monitoring and Reporting cost for the current year will be paid upon notice of completion.

4. Financial Assurances. The Provider will execute and record a Conservation Easement on each property involved in the project. Any executed conservation easement will be in a form acceptable to the Agencies and the Purchaser. The Conservation Easement will be valued at the cost of the land involved in the project area and will be in a form acceptable to Purchaser, and will secure the Provider's obligations to Purchaser to provide the Compensatory Mitigation as provided in this Agreement.

When a Conservation Easement has been executed for a site, the Provider will provide and put into place a Construction Performance Bond to guarantee the completion of the construction in accordance with the Proposal. It is estimated that the total value of the Construction Bonds will be \$744,890.

Concurrently with providing the Construction Performance Bond for each property, the Provider will provide a Monitoring Performance Bond to guarantee the completion of five (5) years of monitoring and reporting for the sites under this Agreement. It is estimated that the total value of the Monitoring Bond will be \$558,415.

5. Release of Financial Assurances.

A. Construction Performance Bond. Every six months from the initial issue date of the Construction Performance Bond, the work that has been completed will be certified by the Purchaser and the amount of the Construction Performance Bond will be adjusted to an amount the Parties agree equals the cost to complete the work.

B. Monitoring Performance Bond. The amount of monitoring and reporting costs completed and to be done will be reviewed annually by the Parties, and the amount of the Monitoring Performance Bonds will be adjusted to an amount the Purchaser agrees equals the cost to complete the work.

6. **Cancellation Charges.** If a site is not acceptable to the Agencies, the Purchaser or the FHWA as a result of project design reviews, project permit requirements or the public information meetings, and without fault to the Provider, the Purchaser will owe the Provider any nonrefundable fees or costs which have been incurred. Any labor effort and/or expenses incurred by the Provider, directly charged to the unacceptable site, up to the point of receiving project cancellation notice will be considered earned and payable in full by the Purchaser. A site may be deemed unacceptable if not located in the appropriate river basin necessary to mitigation NCDOT Project impacts.

7. **Change Orders.** If a site is canceled pursuant to Paragraph 6 or Provider is unable to obtain a minimum of 22,125 linear feet of stream mitigation with the sites originally proposed and Purchaser requests preparation of a substitute site, Purchaser and Provider will undertake good faith efforts to negotiate a change order to allow a substitute site(s) of equal mitigation. Purchaser's acceptance of any substitute site shall not be unreasonably withheld. The purchase price for the Compensatory Mitigation from the new site will be commensurate with the level of design and construction effort required at the replacement site. This purchase price will be comparable to the costs and expenses as outlined on Exhibit A for a similar scope project except that Purchaser agrees to pay Provider for any additional work and also for work categories (e.g., Planning-Environmental Assessment, Stream Mitigation Design, etc.) which need to be repeated for the new substituted site(s).

If the scope of work or level of effort required at a site changes from the scope currently described in the Proposal as a result of either previously unknown site conditions, which were reasonably unforeseeable modifications required by the Agencies in order to meet minimum requirements to qualify for mitigation credit, Purchaser and Provider will undertake good faith efforts to negotiate a change order to reflect the modified scope of work. Purchaser reserves the right to cancel the project pursuant to Paragraph 6.

From time to time, the Purchaser and Provider may negotiate other contract change orders that are mutually beneficial to the Parties. Such agreed-upon changes, if agreeable to the Purchaser, shall take precedence over and supercede the work under the RFP and the Proposal.

8. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto; however, no assignment by either party shall be valid without the other party's prior written consent.

9. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

10. Dispute Remedies. Any claim for breach of enforcement of the Agreement shall be filed in Superior Court, Wake County, North Carolina.

11. Notices. All notices required or remitted by this Agreement shall be in writing and shall be sent By Certified or Registered mail, by national courier service or hand delivered to the addresses set out below. Notices shall be deemed delivered and given upon receipt.

Notices to Provider shall be sent to:

Skelly and Loy, LLP
Attn: William L. Lyke, P.G., P.E.
6404 Falls of the Neuse Road
Suite 103
North Ridge Business Park
Raleigh, NC 27615

Notices to the Purchaser shall be sent to:

North Carolina Department of Transportation
William D. Gilmore, P.E.
Manager, Project Development and
Environmental Analysis Branch
Room 462, Transportation Building
Department of Transportation
State of North Carolina
P.O. Box 25201
Raleigh, NC 27611-5201

12. Default. In the event of Purchaser's breach or default hereunder, Provider shall be entitled to terminate the Agreement, retain all mitigation reserved on Purchaser's behalf.

If Provider defaults hereunder, Purchaser may terminate the Agreement and either exercise its remedy of specific performance or be entitled to exercise its rights under the Financial Assurance Documents for the Project which include the Construction Performance Bond and Monitoring Bond. (Note: the purpose of the Bond is to provide a sure remedy to Purchaser and does not imply any waiver of other remedy.)

13. Assurances and Guarantees. Provider assures Purchaser that the Compensatory Mitigation will be provided in accordance with this Agreement and the Proposal. Provider acknowledges and agrees it shall indemnify and hold harmless Purchaser from any liability attributable to Provider in obtaining the Compensatory Mitigation which Purchaser is buying pursuant to this Agreement, or any liability attributable to Provider for the ecological success or

failure of the Project as required by the Agencies. Furthermore, Provider assures Purchaser that the Compensatory Mitigation will be provided in accordance with the Proposal to the reasonable satisfaction of the Agencies for mitigation of the NCDOT Project. Assuming that the permit requirements fall within the Scope of Work for this contract, provider will be a co-signatory to Purchaser's permits for the construction of the mitigation sites as an assurance that the Compensatory Mitigation from the Mitigation Project will be successfully completed and committed to the NCDOT Project.

14. Force Majeure. Should completion of any portion of the work under the Project be delayed for unforeseen causes beyond the control of, or without default or negligence of the Provider, including a force majeure, the Provider shall not be liable for any damages resulting from such delay and the Parties shall mutually agree on the terms and conditions upon which the mitigation services may be continued. Force majeure includes, but is not restricted to unforeseeable acts of God, a public enemy, the Government of the United States, any State or local governmental authority or regulatory agency, any foreign country, or fires, floods, epidemics, wild or domesticated animals, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes or unusually severe weather, failure to obtain access to the sites, or other events which are beyond the reasonable controls of Provider.

15. Severability and Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

16. Construction. This Agreement will not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Provider and Purchaser have contributed substantially and materially to the preparation of this Agreement.

17. Time for Performance. Provider shall be required to provide the Compensatory Mitigation in a timely manner in accordance with the Proposal and Exhibit A. Purchaser shall be required to approve completion of Project activities as provided in Exhibit A in a timely manner. If a Project activity is not completed within six (6) months following the Completion Schedule Date, Purchaser and Provider will adjust Exhibit A as mutually agreed.

18. Interpretation. In the interpretation of this Agreement, a single number includes the plural, the words "person" and "party" include corporations, partnerships, firms or associations wherever the context so requires. Captions of paragraphs and sections are for convenience and reference only, and the words contained herein will in no way be held to explain, modify or amplify or limit the scope or content of the interpretations, construction or meaning of the provisions of this Agreement.

19. **No Third Party Rights.** This Agreement is solely for the benefit of the Parties hereto, and nothing herein, express or implied, is intended to confer any right or remedy under or by reason of this Agreement on any person other than the Parties hereto and their respective successors and permitted assigns.

20. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

21. **Waiver of Compliance.** Any failure of either party to comply with any obligation, covenant, agreement or condition contained herein may be expressly waived in writing by the other, but such waiver or failure to insist upon strict compliance shall not operate as a waiver as to any subsequent failure.

22. **Entire Agreement.** The terms and conditions of this Agreement including Exhibits A, the Proposal and the RFP, constitute the sole and entire Agreement between the Parties with respect to the subject matter hereof. This Agreement may be amended, modified or altered only by written agreement of all of the Parties hereto. This Agreement supersedes any and all oral or written agreements and understandings heretofore made relating to the subject matter hereof and contains the entire agreement of the Parties relating to the subject matter thereof.

23. **Obligations of Purchaser.** To assist Provider in performance of the services hereunder, Purchaser shall (a) cooperate in every reasonable manner with Provider and provide available material, data and information which pertains to the Project, including all criteria, design, and construction standards and all other information relating to Provider's requirements for the Project except where such material, data and information is an obligation of the Provider to obtain; (b) consult with the Provider; and (c) permit Provider reasonable access to Purchaser's location(s) as necessary to fulfill Provider's obligations under this Agreement. In addition, Purchaser shall make its best effort to raise, in writing, any and all objections to Provider's performance or results within 90 days of Provider's request for payment or payment due date with respect to any site or phase of this Agreement.

24. **Professional Liability.** Where the project entails the use of fluvial geomorphologic principles for the purpose of modifying the stream channel dimension, pattern and/or profile, these efforts will be conducted and performed in accordance with the current state of applying this scientific technology. Due to the developing nature of this technology; however, Provider makes no guarantees of long-term success of the application of this technology unless otherwise expressed or implied in this Agreement and through the required construction, monitoring and reporting period of the Compensatory Mitigation.

25. **Remedies.** If Provider or Purchaser has a dispute arising out of this Agreement, the appropriate remedy under North Carolina contract law is available to either Provider or Purchaser,

or any other legal remedy that may be applicable. However, no remedies express or implied outside those conferred by this contract and the laws of North Carolina are available to Provider or Purchaser.

25. Ownership, Maintenance, and Use of Documents. Provider shall have the right to retain copies of all materials resulting from Provider's efforts on this Project, including documents, calculations, maps, photographs, drawings, any and all information transferred through electronic media, word processing or computer discs, computer printouts, note, samples, specimens and any other pertinent printed, stored or transmitted data. Any materials and information received by the Purchaser shall be considered public information and subject to the North Carolina Public Records Act.

26. Confidential Information. Provider shall maintain any and all materials and information secret and confidential which Provider does not want disclosed to the public in accordance with the North Carolina Trade Secrets Act, except that any materials, information and data received by the Purchaser will be subject to the NC Public Records Act. The rights of Provider to maintain such materials and information confidential, however, shall not interfere with Provider's obligations to perform under this Agreement.

27. Subcontracting. Subject to acceptance by Purchaser, Provider has the right to subcontract work under this contract to affiliated companies and other contractors which may have special skills and expertise applicable to completing the work efforts under this contract. Presently, Provider intends to subcontract services with its affiliated companies including Skelly and Loy, Inc. and AMS of Skelly and Loy.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed the day and year first above written.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by the STATE this 28th day of June, 2000.

SEAL:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

By: William D. Gluore
Manager
Project Development & Environmental Analysis Branch

RECOMMENDED APPROVAL:

By: Phyllis H. [Signature]
Assistant Branch Manager
Project Development & Environmental Analysis Branch

Approved as to form and execution: [Signature]
ASSISTANT ATTORNEY GENERAL

EXECUTED BY the PROVIDER this 2nd day of June, 2000.

SEAL:

By: [Signature]
Skelly and Loy, LLP

Title: Managing Partner

Attests By: [Signature]

Title: Partner

Approved by Board of Transportation: April 7, 2000

EXHIBIT A
ELLERBE BYPASS STREAM MITIGATION PROJECT ACTIVITIES

Site ID	Site Name	Category	Projected Completion Date	Actual Completion Date	Contract Activity Value
1	Bennett Road	Site Total			\$320,799
		Conservation Easement	12/31/00		\$44,200
		Planning and Env. Assess't	08/31/00		\$70,969
		Stream Mitigation Design	10/31/00		\$43,605
		Permitting	12/31/00		\$1,744
		Construction	04/31/01		\$88,134
		Project Management	04/31/01		\$16,952
		1st Year Monitoring Report	04/31/02		\$10,153
		2nd Year Monitoring Report	04/31/03		\$10,153
		3rd Year Monitoring Report	04/31/04		\$10,153
		4th Year Monitoring Report	04/31/05		\$10,153
		5th Year Monitoring Report	04/31/06		\$10,153
		Contract Performance Bond	04/31/06		\$4,430
2	Saron Church Road	Site Total			\$194,765
		Conservation Easement	12/31/00		\$27,000
		Planning and Env. Assess't	08/31/00		\$24,935
		Stream Mitigation Design	10/31/00		\$38,105
		Permitting	12/31/00		\$1,744
		Construction	04/31/01		\$40,447
		Project Management	04/31/01		\$9,080
		1st Year Monitoring Report	04/31/02		\$10,153
		2nd Year Monitoring Report	04/31/03		\$10,153
		3rd Year Monitoring Report	04/31/04		\$10,153
		4th Year Monitoring Report	04/31/05		\$10,153
		5th Year Monitoring Report	04/31/06		\$10,153
		Contract Performance Bond	04/31/06		\$2,689
3	Sandy Ridge Road	Site Total			\$262,765
		Conservation Easement	12/31/00		\$23,400
		Planning and Env. Assess't	08/31/00		\$19,963
		Stream Mitigation Design	10/31/00		\$63,950
		Permitting	12/31/00		\$4,608
		Construction	04/31/01		\$87,656
		Project Management	04/31/01		\$8,795
		1st Year Monitoring Report	04/31/02		\$10,153
		2nd Year Monitoring Report	04/31/03		\$10,153
		3rd Year Monitoring Report	04/31/04		\$10,153
		4th Year Monitoring Report	04/31/05		\$10,153
		5th Year Monitoring Report	04/31/06		\$10,153
		Contract Performance Bond	04/31/06		\$3,628

4	Harrington Road	Site Total		\$344,499
		Conservation Easement	04/31/01	\$13,700
		Planning and Env. Assess't	08/31/00	\$22,689
		Stream Mitigation Design	12/31/00	\$72,075
		Permitting	04/31/01	\$4,608
		Construction	12/31/01	\$158,954
		Project Management	12/31/01	\$16,952
		1st Year Monitoring Report	12/31/02	\$10,153
		2nd Year Monitoring Report	12/31/03	\$10,153
		3rd Year Monitoring Report	12/31/04	\$10,153
		4th Year Monitoring Report	12/31/05	\$10,153
		5th Year Monitoring Report	12/31/06	\$10,153
		Contract Performance Bond	12/31/06	\$4,756
5	Patterson Road	Site Total		\$167,088
		Conservation Easement	04/31/01	\$10,000
		Planning and Env. Assess't	08/31/00	\$12,409
		Stream Mitigation Design	12/31/00	\$40,455
		Permitting	04/31/01	\$4,608
		Construction	12/31/01	\$37,385
		Project Management	12/31/01	\$9,080
		1st Year Monitoring Report	12/31/02	\$10,153
		2nd Year Monitoring Report	12/31/03	\$10,153
		3rd Year Monitoring Report	12/31/04	\$10,153
		4th Year Monitoring Report	12/31/05	\$10,153
		5th Year Monitoring Report	12/31/06	\$10,153
		Contract Performance Bond	12/31/06	\$2,386
6	Poole Road	Site Total		\$172,582
		Conservation Easement	04/31/01	\$5,000
		Planning and Env. Assess't	08/31/00	\$13,089
		Stream Mitigation Design	12/31/00	\$41,580
		Permitting	04/31/01	\$4,608
		Construction	12/31/01	\$44,827
		Project Management	12/31/01	\$10,330
		1st Year Monitoring Report	12/31/02	\$10,153
		2nd Year Monitoring Report	12/31/03	\$10,153
		3rd Year Monitoring Report	12/31/04	\$10,153
		4th Year Monitoring Report	12/31/05	\$10,153
		5th Year Monitoring Report	12/31/06	\$10,153
		Contract Performance Bond	12/31/06	\$2,383
7	Highway 220	Site Total		\$98,715
		Conservation Easement	11/15/00	\$1,500
		Planning and Env. Assess't	07/31/00	\$12,159
		Stream Mitigation Design	09/15/00	\$17,525
		Permitting	11/15/00	\$4,608
		Construction	12/31/00	\$6,480
		Project Management	12/31/00	\$4,315
		1st Year Monitoring Report	12/31/01	\$10,153
		2nd Year Monitoring Report	12/31/02	\$10,153
		3rd Year Monitoring Report	12/31/03	\$10,153
		4th Year Monitoring Report	12/31/04	\$10,153
		5th Year Monitoring Report	12/31/05	\$10,153
		Contract Performance Bond		\$1,363

8	Cartledge Creek Rd	Site Total		\$368,848
		Conservation Easement	04/31/01	\$21,400
		Planning and Env. Assess't	08/31/00	\$34,689
		Stream Mitigation Design	12/31/00	\$81,125
		Permitting	04/31/01	\$4,608
		Construction	12/31/01	\$154,898
		Project Management	12/31/01	\$16,270
		1st Year Monitoring Report	12/31/02	\$10,153
		2nd Year Monitoring Report	12/31/03	\$10,153
		3rd Year Monitoring Report	12/31/04	\$10,153
		4th Year Monitoring Report	12/31/05	\$10,153
		5th Year Monitoring Report	12/31/06	\$10,153
		Contract Performance Bond	12/31/06	\$5,093
9	Corbett Road	Site Total		\$98,397
		Conservation Easement	11/15/00	\$2,000
		Planning and Env. Assess't	07/31/00	\$22,569
		Stream Mitigation Design	09/15/00	\$10,125
		Permitting	11/15/00	\$1,744
		Construction	12/31/00	\$5,520
		Project Management	12/31/00	\$4,315
		1st Year Monitoring Report	12/31/01	\$10,153
		2nd Year Monitoring Report	12/31/02	\$10,153
		3rd Year Monitoring Report	12/31/03	\$10,153
		4th Year Monitoring Report	12/31/04	\$10,153
		5th Year Monitoring Report	12/31/05	\$10,153
		Contract Performance Bond		\$1,359
10	Broughton Street	Site Total		\$100,891
		Conservation Easement	11/15/00	\$3,000
		Planning and Env. Assess't	07/31/00	\$24,674
		Stream Mitigation Design	09/15/00	\$10,125
		Permitting	11/15/00	\$1,744
		Construction	12/31/00	\$4,875
		Project Management	12/31/00	\$4,315
		1st Year Monitoring Report	12/31/01	\$10,153
		2nd Year Monitoring Report	12/31/02	\$10,153
		3rd Year Monitoring Report	12/31/03	\$10,153
		4th Year Monitoring Report	12/31/04	\$10,153
		5th Year Monitoring Report	12/31/05	\$10,153
		Contract Performance Bond		\$1,393
11	Dennis Street	Site Total		\$99,400
		Conservation Easement	11/15/00	\$5,000
		Planning and Env. Assess't	07/31/00	\$22,569
		Stream Mitigation Design	09/15/00	\$10,125
		Permitting	11/15/00	\$1,744
		Construction	12/31/00	\$4,260
		Project Management	12/31/00	\$3,565
		1st Year Monitoring Report	12/31/01	\$10,153
		2nd Year Monitoring Report	12/31/02	\$10,153
		3rd Year Monitoring Report	12/31/03	\$10,153
		4th Year Monitoring Report	12/31/04	\$10,153
		5th Year Monitoring Report	12/31/05	\$10,153
		Contract Performance Bond		\$1,372

12	East Main Street	Site Total		\$39,261
		Conservation Easement	11/15/00	\$0
		Planning and Env. Assess't	07/31/00	\$25,725
		Stream Mitigation Design	09/15/00	\$3,765
		Permitting	11/15/00	\$1,744
		Construction	12/31/00	\$4,820
		Project Management	12/31/00	\$2,665
		1st Year Monitoring Report	12/31/01	\$0
		2nd Year Monitoring Report	12/31/02	\$0
		3rd Year Monitoring Report	12/31/03	\$0
		4th Year Monitoring Report	12/31/04	\$0
		5th Year Monitoring Report	12/31/05	\$0
		Contract Performance Bond		\$542
	TOTALS		\$2,268,010	
ALL	TOTAL ALL SITES	Conservation Easement		\$156,200
		Planning and Env. Assess't		\$306,439
		Stream Mitigation Design		\$432,560
		Permitting		\$38,112
		Construction		\$638,256
		Project Management		\$106,634
		1st Year Monitoring Report		\$111,683
		2nd Year Monitoring Report		\$111,683
		3rd Year Monitoring Report		\$111,683
		4th Year Monitoring Report		\$111,683
		5th Year Monitoring Report		\$111,683
Contract Performance Bond		\$31,394		
			\$2,268,010	