

# Land Use Petition

Project Number: 2017.262

## Subject Property Information

Address/Location: 3055 E. New York Street/southwest corner of E. New York Street and Oakhurst Drive

Parcel Number(s): 07-20-302-080

## Petition Request(s)

Requesting approval of a Final Plan for Lot 1 of PDA Resubdivision located at 3055 E. New York Street being at the southwest corner of E. New York Street and Oakhurst Drive for an LLL. Offices, business and professional, including medical clinics use

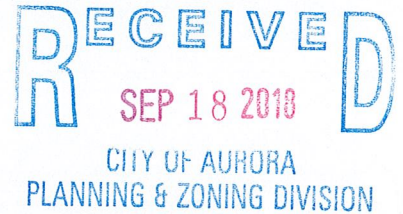
## Attachments Required

(a CD of digital files of all documents are also required)

Development Tables Excel Worksheet - digital only (1-0)  
Word Document of: Legal Description (2-1)  
One Paper and pdf Copy of: Qualifying Statement (2-1)  
Plat of Survey (2-1)  
Legal Description (2-1)  
Letter of Authorization (2-2)  
Existing or Proposed CC and Rs OR Lease Restrictions (2-1)

Two Paper and One pdf Copy of: Fire Access Plan (2-6)  
Final Engineering Plans (2-16)  
Stormwater Permit Application (App 6-5)  
Stormwater Report (2-10)  
Soil Investigation Report

One Paper and pdf Copy of: Final Plan (2-4)  
Landscape Plan (2-7)  
Building and Signage Elevations (2-11)



## Petition Fee: \$1,025.00 (Payable to The City of Aurora)

I hereby affirm that I have full legal capacity to authorize the filing of this Petition and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signatory invites City representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Petition.  
\*The Subject Property Owner must sign this form unless the Contact Person has been authorized to do so per a letter that is attached hereto. If Signator is NOT the Subject Property Owner a Letter of Authorization with owner's Name and contact information is required.

Authorized Signature: Kelly Rozanski Date 9/17/18  
Print Name and Company: Kelly Rozanski

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that the authorized signer is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that said person signed sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Given under my hand and notary seal this 17<sup>th</sup> day of September, 2018.

State of Illinois )  
                                          ) SS  
County of \_\_\_\_\_ )

NOTARY PUBLIC SEAL

Lisa J. Overholt  
Notary Signature





Planning and Zoning Division 1 S. Broadway, 2nd Floor, Aurora, IL  
phone (630) 256-3080 fax (630) 256-3081 email COAPlanning@aurora-il.org

### Filing Fee Worksheet

**Project Number:** 2017.262  
**Petitioner:** Waterleaf Women's Center  
**Number of Acres:** 2.03  
**Number of Street Frontages:** 2.00  
**Non-Profit** Yes

**Linear Feet of New Roadway:** 0  
**New Acres Subdivided (if applicable):** 0.00  
**Area of site disturbance (acres):** 2.03

**Filing Fees Due at Land Use Petition:**

Request(s):	Final Engineering Filing Fee	\$	650.00
	Final Plan Revision	\$	375.00
		\$	-
		\$	-
		\$	-
		\$	-

**Total:** **\$1,025.00**

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.

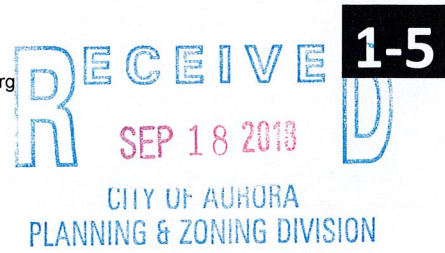
Verified By:

Date:





Planning and Zoning Division 1 S. Broadway, 2nd Floor, Aurora, IL  
phone (630) 256-3080 fax (630) 256-3081 email COAPlanning@aurora-il.org



### Project Contact Information Sheet

**Project Number:** 2017.262

**Petitioner Company (or Full Name of Petitioner):** Waterleaf Women's Center

**Owner**

First Name: Kelly Initial: \_\_\_\_\_ Last Name: Rozanski Title: Mrs.  
Company Name: Waterleaf Women's Center  
Job Title: \_\_\_\_\_  
Address: 3598 E. New York Street  
City: Aurora State: IL Zip: 60504  
Email Address: kellyg@waterleafwc.org Phone No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

**Main Contact (The individual that signed the Land Use Petition)**

Relationship to Project: Owner  
Company Name: Waterleaf Women's Center  
First Name: Kelly Initial: \_\_\_\_\_ Last Name: Rozanski Title: Mrs.  
Job Title: \_\_\_\_\_  
Address: 3598 E. New York Street  
City: Aurora State: IL Zip: 60504  
Email Address: kellyg@waterleafwc.org Phone No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

**Additional Contact #1**

Relationship to Project: Architect  
Company Name: Charles Vincent George Architects  
First Name: James Initial: \_\_\_\_\_ Last Name: Thormeyer Title: Mr.  
Job Title: \_\_\_\_\_  
Address: 1245 E. Diehl Road, Suite 101  
City: Naperville State: IL Zip: 60563  
Email Address: jthormeyer@cvgarchitects.com Phone No.: 630-357-2023 Mobile No.: \_\_\_\_\_

**Additional Contact #2**

Relationship to Project: Engineer  
Company Name: Cemcon, Ltd.  
First Name: Mike Initial: \_\_\_\_\_ Last Name: May Title: Mr.  
Job Title: \_\_\_\_\_  
Address: 2280 White Oak Circle, Suite 100  
City: Aurora State: IL Zip: 60502  
Email Address: mikemay@cemcon.com Phone No.: 630-862-2100 Mobile No.: \_\_\_\_\_

**Additional Contact #3**

Relationship to Project: Engineer  
Company Name: WT Engineering  
First Name: Brian Initial: \_\_\_\_\_ Last Name: Ciesemier Title: Mr.  
Job Title: \_\_\_\_\_  
Address: 2675 Pratum Avenue  
City: Hoffman Estates State: IL Zip: 60192  
Email Address: brianciesemier@wtengineering.cc Phone No.: 224-293-6333 Mobile No.: \_\_\_\_\_

**Additional Contact #4**

Relationship to Project: Engineer  
Company Name: McCluskey Engineering  
First Name: Seth Initial: \_\_\_\_\_ Last Name: Michael Title: Mr.  
Job Title: \_\_\_\_\_  
Address: 1887 High Grove Lane  
City: Naperville State: IL Zip: 60540  
Email Address: smichael@mccluskeyeng.com Phone No.: 630-717-5399 Mobile No.: \_\_\_\_\_

**WATERLEAF WOMEN'S CENTER**  
**3055 E. NEW YORK STREET, AURORA, IL**  
**QUALIFYING STATEMENT FOR LAND USE PETITIONS**



**Overall Description:**

The proposed development is for a 6000 sq. ft. single story medical clinic with access from Oakhurst Drive and a shared drive to the south. The facility is proposing to have 49 parking spaces, which includes 2 accessible stalls. The existing property of 2 acres is currently undeveloped. Improvements to the property include an extension of public sidewalk to the south along Oakhurst as well as new landscaping throughout.

How the development relates to the following standards:

**1. The Public health, safety, morals, comfort or general welfare.**

This project is the construction and operation of a not-for-profit medical clinic for Waterleaf. The center will provide women with pregnancy health information and alternatives. The medical clinic will be an active participant in the Aurora community and participate in local events. The public health, safety, morals, comfort and general welfare will not in any way be adversely affected by the proposed medical clinic.

**2. The use and enjoyment of other property already established or permitted in the general area**

The medical clinic is being constructed on vacant land in zoning district PDD(S). The medical clinic will enhance the value of the properties in the zoning district as a whole. It will allow women in the area access to pregnancy health information without having to travel further to other neighborhoods or municipalities.

**3. Property values within the neighborhood**

The medical clinic is being constructed on vacant land in zoning district PDD(S). The medical clinic will enhance the value of the properties in the zoning district as a whole. It should have a neutral effect on the adjacent properties.

**4. The normal and orderly development and improvement of surrounding property for uses established or permitted within their respective zoning districts.**

The property is zoned PDD(S). The Waterleaf Women's Center project to construct a medical clinic is an allowed use in zoning district PDD(S).

**5. Utilities, access roads, drainage and/or other necessary facilities.**

The medical clinic project will have no adverse effect on the utilities, access roads, drainage and/or other necessary facilities. The current access road is sufficient to handle any traffic generated by the medical clinic. The utilities were already planned for the project and will comply with all applicable codes, and the drainage and other necessary facilities will all be constructed in compliance with Aurora ordinances.

**6. Ingress and egress as it relates to traffic congestion in the public streets.**

The medical clinic will not adversely affect traffic congestion in the public streets. The medical clinic is not anticipated to generate significant traffic counts and is being constructed to hold all parking on site.

**7. The applicable regulations of the zoning district in which the subject property is proposed to be or is located.**

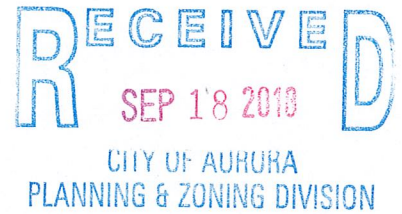
The medical clinic project will comply with all regulations of the zoning district in which it is located.

**8. A bullet point list of any variances, modifications or exceptions that you are seeing from the City's Codes and Ordinances.**

None.

August 16, 2018

From: Kelly Rozanski  
Board President  
Waterleaf Women's Center  
3598 E. New York Street  
Aurora, IL 60504  
Phone: 630-701-6270  
Email: kellyg@waterleafwc.org



To: City of Aurora, Planning and Zoning Division  
44 E. Downer Place, Aurora, IL 60507  
630-256-3080  
coaplanning@aurora-il.org

**RE: Authorization Letter for: 3055 E. New York Street, Aurora, IL 60504**

To whom it may concern:

As the record owner of the above stated property I hereby affirm that I have full legal capacity to authorize Charles Vincent George Architects, and its representatives, to act as the owner's agent through the Final Plan Review Land Use Petition process with the City of Aurora for said property.

Signature: \_\_\_\_\_

*Kelly Rozanski*

Date \_\_\_\_\_

8/16/18

Subscribed And Sworn To Before Me This 16th Day  
Of August, 2018

Notary Signature \_\_\_\_\_

*Lisa J. Overholt*



**EXHIBIT 'A'**

**REAL PROPERTY DESCRIPTION**

PARCEL 1:

LOT 1 IN PDA RESUBDIVISION OF LOT 2 IN FOX VALLEY EAST, REGION II UNIT NUMBER 52 – OAKHURST 1ST RESUBDIVISION, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PDA SUBDIVISION RECORDED DECEMBER 18, 2002 AS DOCUMENT NUMBER R2002-351500, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR STORM WATER DISCHARGE, AND FOR INGRESS AND EGRESS TO THE FACILITIES LOCATED UPON LOT 39 IN FOX VALLEY REGION II UNIT NO. 52 – OAKHURST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, UNDER AND BY VIRTUE OF THE STORM WATER RETENTION AND DETENTION AND COST SHARING OBLIGATIONS RECORDED JANUARY 3, 1997 AS DOCUMENT NUMBER R97-000974.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS ALL DRIVEWAYS, ROADWAYS AND ENTRANCES THAT MAY FROM TIME TO TIME BE CONSTRUCTED UPON LOT 2 FOR ACCESS UNDER AND BY VIRTUE OF THE AGREEMENT OF EASEMENTS FOR INGRESS AND EGRESS AND COVENANTS FOR MAINTENANCE OF EASEMENT PREMISES DATED DECEMBER 1, 1996 AND RECORDED JANUARY 3, 1997 AS DOCUMENT NUMBER R97-000976.

RECEIVED  
SEP 18 2018  
CITY OF AURORA  
PLANNING & ZONING DIVISION

## EXHIBIT A

### REAL PROPERTY DEPICTION

PARCEL 1:

LOT 1 IN PDA RESUBDIVISION OF LOT 2 IN FOX VALLEY EAST, REGION II UNIT NUMBER 52 - OAKHURST 1ST RESUBDIVISION, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PDA SUBDIVISION RECORDED DECEMBER 18, 2002 AS DOCUMENT NUMBER R2002-351500, IN DUPAGE COUNTY, ILLINOIS.

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Prepared by and after  
recording return to:

Thomas G. Jaros  
Levenfeld Pearlstein, LLC  
2 North LaSalle Street  
Suite 1300  
Chicago, Illinois 60602

PIN: See Attached Exhibit A

### RIGHTS TERMINATION AGREEMENT

THIS RIGHTS TERMINATION AGREEMENT (this “**Agreement**”) is dated December \_\_\_\_\_, 2017 and is made by CROWN COMMUNITY DEVELOPMENT, LP, an Illinois limited partnership (“**Crown**”).

#### RECITALS

A. This Agreement is made with respect to the property identified on Exhibit A hereto (the “**Property**”).

B. The Property is encumbered by certain rights made in favor of and retained by Aurora Venture, an Illinois partnership (“**Aurora**”) by virtue of the reservations contained in the following (the “**Deed Restrictions**”):

- (i) Exhibit B to that certain Trustee’s Deed dated July 18, 2001 recorded on August 9, 2001 as document R2001-166187;
- (ii) Exhibit B to that certain Warranty Deed dated July 18, 2001 recorded on August 9, 2001 as document R2001-166188; and
- (iii) Item (1) on Exhibit B to that certain Special Warranty Deed dated November 17, 2014 recorded on December 4, 2014 as document R2014-113869.

C. Crown is the successor in interest to Aurora as to all of the rights in the Property, including those created by the Deed Restrictions.

D. Crown has determined that it is no longer necessary for Crown (as successor to Aurora) to have any of the rights created by the Deed Restrictions. As a result of the foregoing, Crown is willing and desires to terminate all of the Deed Restrictions with respect to the Property for the benefit of all persons or entities now or hereafter obtaining any right, title or interest in the Property (whether as owner, lender, tenant or otherwise)(“**Property Interest Holders**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Crown hereby agrees as follows:

1. **Termination of Deed Restrictions.** Crown agrees and declares that the Deed Restrictions are terminated as an encumbrance against the Property and shall not be binding upon or enforceable against the Property or any Property Interest Holders. Without limiting the generality of the foregoing, Crown agrees that: (a) any appointment of Crown as an attorney-in-fact or agent for any Property Interest Holders is hereby abrogated, abandoned and waived by Crown; (b) the Sales Agreement dated November 23, 2000 referred to in the Deed Restrictions is not an encumbrance upon the Property and shall not be binding on or enforceable against the Property or any Property Interest Holder; (c) the Property may be developed in accordance with the current use and zoning restrictions of the City of Aurora regardless of the contents of the Deed Restrictions; (d) Crown shall have no rights of review or approval whatsoever over: (i) any construction, use or activities occurring upon the Property; or (ii) any plans or specifications (or any modifications or supplements thereto) relating to any buildings or improvements upon or any alteration to the Property, including (without limitation) any "Plans" as such term is defined in the Deed Restrictions; and (e) the Deed Restrictions shall no longer run with the Property regardless of any statement to the contrary contained in the Deed Restrictions.

2. **Miscellaneous Provisions.** This Agreement shall be binding upon Crown and all of its successors and assigns. This Agreement shall be binding upon the Property and inure to the benefit of all Property Interest Holders and their respective successors and assigns. This Agreement shall run with the Property. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws and customs of the State of Illinois. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, and if such provision is not essential to the effectuation of the basic purposes of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

*[Signature page to follows as page S-1]*

IN WITNESS WHEREOF, the parties hereto have executed this Rights Termination Agreement as of the date first above written.

TENANT:

CROWN COMMUNITY DEVELOPMENT, LP,  
an Illinois limited partnership

By: Marvin Bailey  
Name: Marvin Bailey  
Title: Sr. V.P. / General Mgr.

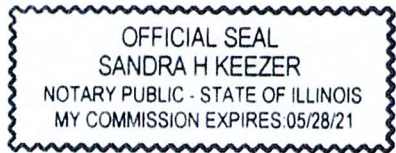
ACKNOWLEDGEMENT

STATE OF ILLINOIS            )  
                                          ) SS.  
COUNTY OF DuPage        )

I, Sandra H Keezer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marvin Bailey, the Sr. VP of Crown Community Dev., the general partner of CROWN COMMUNITY DEVELOPMENT, LP, an Illinois limited partnership and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in such capacity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11<sup>th</sup> day of December, 2017.

Sandra H. Keezer  
Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LOT 1 IN PDA RESUBDIVISION OF LOT 2 IN FOX VALLEY EAST, REGION II UNIT NUMBER 52-OAKHURST 1<sup>ST</sup> RESUBDIVISION, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PDA SUBDIVISION RECORDED DECEMBER 18, 2002 AS DOCUMENT NUMBER R2002-351500, IN DUPAGE COUNTY, ILLINOIS.

PIN: 07-20-302-080

EXHIBIT A

ESTOPPEL CERTIFICATE

Dec 15, 2017

Waterleaf Women's Center, Inc.  
3598 East New York St.  
Aurora, IL 60540

Re: 3025 East New York Street, Aurora, Illinois - 2.029 acres of land located near the intersection of East New York Street and North Oakhurst Drive (the "Property") which is currently owned by SPEED-GMX AURORA, LLC, an Illinois limited liability company ("Seller")

The undersigned, Oakhurst Community Association, Inc., an Illinois not-for-profit corporation (the "Association") makes this Estoppel Certificate with respect to that certain Storm Water Retention and Detention and Cost Sharing Obligations dated December 1, 1996 and recorded as document R97-000974 (the "Covenant"). Any capitalized terms used herein, but not defined herein, shall have the meaning given to such term in the Covenant.

Association hereby certifies to the Reliance Parties (defined below), as of the date hereof:

1. The Covenant is in full force and effect and the Covenant has not been amended, modified or supplemented since the date of the Covenant. *To the best of the Associations Knowledge*
2. To the knowledge of the Association, no event of default under the Covenant exists on the part of Seller as of the date of this Estoppel Certificate.
3. *No amounts* All amounts due to or from Seller under the Covenant have been *invoiced from the Association* paid in full through the date *to Seller* of this Estoppel Certificate.
4. Within the past 12 calendar months, Seller paid the sum of \$ 0.00 to the Association on account of reimbursements due under the Covenant.

The statements contained herein may be relied upon by the addressee named above, any mortgagee of the addressee named above, the Seller, and their respective successors and assigns (the "Reliance Parties").

IN WITNESS WHEREOF, the undersigned has duly executed this Estoppel Certificate as of the day and year first above written.

Oakhurst Community Association, Inc.,  
an Illinois not-for-profit corporation

By: Tina Straits, As Agent  
Name: Tina Straits, As Agent  
Title: Property mgr

## Parking and Stacking Requirement Worksheet

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**Project Number:** 2017.262

**Petitioner:** Waterleaf Women's Center

**Parking Requirement**

<b>Total Parking Requirement</b>	<b>8</b>
Enclosed Parking Spaces	-
Surface Parking Spaces	8

*Note: All parking spaces must be individually accessible spaces in order to count towards this requirement*

**Stacking Requirement**

<b>Total Stacking Requirement (number of stacking spaces)</b>	-	
Drive-through facilities	-	5 stacking spaces at each bay, window, lane, ordering station, machine or similar.
Car wash facilities, automated	-	20 stacking spaces or 10 per approach lane, whichever is greater.
Car wash facilities, self-service	-	3 stacking spaces per approach lane, plus 2 drying spaces per stall
Preschool or daycare facilities, drop-off area	-	5 stacking spaces for facilities 5,000 SF or less or 10 spaces for facilities greater than 5,000 SF.

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.

**OFFICE USE ONLY**

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

**Requirement Based On:**

Sq Ft / Units

Use

Needed

Number Required



**Land Cash Calculator**

**Project Number:** 2017.262  
**Land Cash Agreement Number:** 2017.262  
**Petitioner:** Waterleaf Women's Center  
**Subdivision Name:** 0 **Unit/Phase:**  
**School District:** 204 **Park District:** FVPD

**Population Estimates**

Estimated Population for the Development:	-
Estimated Elementary Population:	-
Estimated Junior High Population:	-
Estimated High School Population:	-

**School and Park Land Requirements**

	School Acres per Person	School Land Donation Required	Improved Land Cash Equivalent	Amount of School Land To Be Donated	Net School Land Due	Percent of Land Donated
Elementary (k-5)	0.01833	0.00		0.00	0.000	0%
Junior High (6-8)	0.03222	0.00				
High School (9-12)	0.02304	0.00				
<b>Total</b>		<b>0.000</b>	<b>0.000</b>			

	Park Acres per Person	Park Land Donation Required	Improved Land Cash Equivalent	Amount of Park Land To Be Donated	Net Park Land Due	Percent of Land Donated
	0.0100	0.000	0.000	0.00	0.000	0%

**Bedroom Mix**

	Number of Units	Efficiency	1BDR	2BDR	3BDR	4BDR
Single Family Detached Units	0		0%	0%	20%	80%
	School Ac Req:	0.00		Park Ac Req:	0.00	
Single Family Attached Units	0		0%	90%	10%	0%
	School Ac Req:	0.00		Park Ac Req:	0.00	
Multi-Family Units (Condo/Apartments)	0	0%	40%	50%	10%	
	School Ac Req:	0.00		Park Ac Req:	0.00	
<b>Total Units:</b>	<b>0</b>	<b>School:</b>	<b>0.000</b>	<b>Park:</b>	<b>0.000</b>	

**Cash Equivalents**

Raw Land Value per Acre	\$ 83,011.32	Improved Land Value (1.5 times)	\$ 124,516.97
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Net School Land Cash Improved Land Equivalent Owed	\$ -	
School Lum Sum Payment Credit	\$ -	0.00%
Percent Owed at Building Permit		100.00%

Net Park Land Cash Improved Land Equivalent Owed	\$ -	
Park Lum Sum Payment Credit	\$ -	0.00%
Percent Owed at Building Permit		100.00%

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.

Verified By: