

**DOWNTOWN REDEVELOPMENT
REIMBURSEMENT AGREEMENT
(221 Wilcox Street)**

DATE: _____, 2016.

PARTIES: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

CASTLE ROCK DOWNTOWN DEVELOPMENT AUTHORITY, a downtown development authority duly organized and existing under Part 8 of Article 25, Title 31, C.R.S., 18 South Wilcox Street, Suite 202, Castle Rock, Colorado 80104 (“DDA”).

221 WILCOX, LLC, a Colorado limited liability company, c/o Niebur Development, LLC, 1230 Tenderfoot Hill Road, Suite 250, Colorado Springs, Colorado 80906 (“Owner”).

RECITALS:

A. Owner proposes to redevelop a parcel within the core area of the Downtown into a mixed use (retail/office/residential) center as further described in the body of this Agreement (“Project”), as further described in the attached ***Exhibit 1***. The Project furthers several of the core priorities for Downtown redevelopment outlined in the 2008 Plan of Development for the DDA, including more intensive physical development at an urban scale encompassing employment, retail, restaurants, entertainment and additional options for residing in the Downtown.

B. The Town, DDA and their consultants have reviewed financial projections for the Project and have determined that, absent the financial assistance authorized by this Agreement, it is not feasible for the Project to be developed at the scale proposed. This determination is based on the greater investment attendant with a more intensive development and the commercial and residential rents that the Downtown sub-area market can support, as well as other factors described in the attached ***Exhibit 2***.

C. The Project will generate additional sales and property taxes, a portion of which will be utilized to mitigate the disparity between the development cost of the Project and a commercially reasonable return on investment in the Project. Development of the Project will likely serve to accelerate other development in the Downtown, which in turn will enhance sales and property tax increment within the DDA, thereby allowing additional investment by the Town and DDA in other projects within the Downtown.

D. Owner has committed to enhanced architectural and design elements in the Project that will add to the appeal and interest in the Downtown experience for the public at large.

E. The Town and DDA are parties to “Intergovernmental Agreement Concerning the Selection and Funding of Downtown Development and Redevelopment Projects and Programs” dated May 5, 2015 (“DDA IGA”). The Project has been approved by the Town and DDA as an eligible “DDA Project” suitable for support with “DDA Increment” as those terms are defined in the DDA IGA.

THEREFORE, in reliance on the matters set forth above and in consideration of the mutual promises contained in this Agreement, the Parties agree and covenant as follows:

COVENANTS:

ARTICLE I DEFINITIONS

1.01 Defined Terms. The following words when capitalized in the text shall have the meanings indicated below.

Agreement: this Downtown Redevelopment Reimbursement Agreement (221 Wilcox).

Bonds: any note, bond, loan agreement, certificate or other instrument which is payable from revenues of the Town deposited in a special fund pursuant to 31-25-107(3)(a)(II), C.R.S., and which evidences a loan made to the Town.

Code: the Castle Rock Municipal Code, as amended.

Disqualified Retail Sales: sales of any item which is: (i) not allowed under the Town Regulations or state or federal law, or (ii) generated from sexually oriented businesses, pawn shops, liquor stores, tobacco or tobacco related stores, or the sale of marijuana accessories.

Financial Obligation: means any agreement, including this Agreement, entered into by the Town which obligates the Town to pay monies deposited in a special fund pursuant to 31-25-107(3)(a)(II), C.R.S. and which is not a Bond.

Net DDA Property Tax Revenue: the total annual *ad valorem* property tax increment received by the Town within the DDA pursuant to 31-25-107(3)(a)(II), C.R.S. in a calendar year, less that portion of such funds which must be paid out or held in reserve to meet the requirements of any Bond under the terms of the applicable debt instrument(s).

Owner: 221 Wilcox, LLC, the record owner of the Property, and developer of the Project. A grantee or other legal successor in interest to the Property upon assumption of title to the Property shall prospectively thereafter be considered the Owner and shall be exclusively entitled to compliance with and the benefit of this Agreement.

Project: a five-story, approximately 53,952 square foot building to be constructed on the Property which is designed for retail, office and residential use. Key project elements, project features, and development challenges are described in the attached *Exhibit 1*.

Project Approvals: the development and construction permits and approvals required under the Town Regulations for the Project, inclusive of applicable Public Works permits and building permits.

Project Development Fees: the fees and charges imposed by the Town under the Town Regulations as a condition to issuance of a building permit for the Project, which are categorized on the attached *Exhibit 2*. The actual amount of such fees shall be based on the approved construction plans for the Project and as specified in the applicable permit applications and approvals.

Property: the legal description of the real property upon which the Project is development, more particularly described as Lots 1-5, Block 23, Town of Castle Rock, Douglas County, Colorado.

Property Tax: the *per annum ad valorem* real property tax on the Property (inclusive of the improvements constituting the Project) paid by Owner, as adjusted for any protest, appeal, rebate or other adjustment under law.

Property Tax Base: the Property Tax assessed for tax year 2016, payable and collected in 2017.

Property Tax Increment: the *per annum* Property Tax in excess of the Property Tax Base.

Qualified Retail Sales: on premise retail sales made by businesses physically occupying store space within the Project but excluding Disqualified Retail Sales unless the Town Council grants an exemption for a specific vendor of Disqualified Retail Sales, in which event such exempted sales shall be included in Qualified Retail Sales.

Reimbursement Cap: \$3,050,000, the limit on total payments that may be paid under this Agreement, inclusive of the Fee and Tax Rebate (3.02), the aggregate Pledged Revenue (3.03), and the aggregate Tax Increment Payments (3.04).

Town Regulations: the Town Charter, ordinances, resolutions, rules and regulations of the Town, including the Code, and other provisions of all zoning, subdivision and building codes, as the same may be amended from time to time.

Town Sales Tax: the tax at the rate of 3.6% (out of the total Town sales tax rate of 4%) on retail sales transactions imposed under the Code and subject to the terms and conditions of the Code.

Use Tax: the tax imposed and collected by the Town on construction and building materials (Town rate of 4% and Douglas County rate of 1%).

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 Cross- reference. Any reference to a section or article number, without further description, shall mean such section or article in the Agreement.

ARTICLE II APPLICATION AND EFFECT

2.01 Applicability. This Agreement and the financial commitments extended hereunder are exclusive to Owner, as Owner is defined in 1.01. No Property ground lessor, or Project tenant, business or occupant shall have any claim to the financial assistance under this Article II or any other provision of this Agreement, unless such third party has an interest in the Project through the Owner. Accordingly, Owner shall indemnify and defend the Town and DDA against any claims to amounts paid to Owner asserted by third parties with interests in the Project. Such indemnification shall extend to the reasonable attorney's fees incurred by the Town and DDA.

2.02 Project Qualifications.

A. Owner shall construct the Project in substantial compliance with the Project description and the Project enhancements set forth in *Exhibit 1* ("Project Features"). Owner shall demonstrate compliance with the requirements for Project Features at the time of issuance of the building permit for the Project. In addition, prior to start of the building façade construction, Owner shall obtain Town and DDA approval of the actual construction materials to be utilized. Provided further, Owner may incorporate any modification to the Project Features mandated by the Design Review Board (Chapter 17.42 of Code) without the need for an amendment to this Agreement.

B. Concurrently with the application for the Project CO, as defined in 3.01.A, Owner shall submit to Town an itemization of the Project Features incorporated into the Project. Such submission shall contain supporting documentation as Town reasonably determines necessary to verify the inclusion of the Project Features.

C. Any material deviation from these Project Features shall require the approval of the Town and DDA, and shall be requested only in the event of material unavailability or the infeasibility of construction due to conditions unknown to the Parties at the time of execution of this Agreement. Approval of such modifications shall require the written concurrence of the Town Manager and DDA Executive Director. Owner may appeal an adverse decision of the Town Manager to the Town Council, whose determination shall be final and binding.

D. The Project design and construction shall include a grease trap complying with all applicable Town Regulations, including architectural plans that will enable a restaurant tenant to install a cooking hood to support a commercial restaurant on the floor.

2.03 Project Maintenance. Owner shall maintain the Project building including the Design Features, and other elements of the Project in a fully functional and attractive condition during the term of this Agreement. Owner shall promptly make necessary repairs to the building.

2.04 Town Regulations. Town Regulations shall apply to the development and construction of the Project and the use and occupancy of the Project. All necessary Project Approvals shall be obtained and maintained in good standing. Development and construction of the Project shall be subject to payment of all Project Development Fees, subject to the subsequent reimbursement as provided in 3.02.

2.05 Not Exclusive. This Agreement does not restrict the Town or DDA from extending financial assistance incentives to any other project or enterprise, including projects that may contain similar attributes to those of the Project.

ARTICLE III FINANCIAL ASSISTANCE

3.01 Compliance Benchmarks.

A. All financial assistance contained in this Article III is conditioned on issuance by the Town of: (i) a building permit for the Project not later than 18 months from the execution of this Agreement, and (ii) a “core and shell” certificate of occupancy for the Project (“Project CO”) not later than twelve months after the date a building permit is issued for the Project by the Town (with the option to extend this requirement an additional 6 months with approval by the DDA Board and the Town Manager) (“Compliance Benchmarks”). Town shall not unreasonably delay or withhold the issuance of such permits. If either of the Compliance Benchmarks are not met, then at the option of the Town, this Agreement may be terminated, in which event it shall thereafter have no force or effect.

B. If either of the Compliance Benchmarks are not met, then at the option of the Town, this Agreement may be terminated, in which event it shall thereafter have no force or effect. Alternatively, Town, at its sole option and discretion, may extend the Compliance Benchmarks. Any action taken by the Town under this Section shall be effected by written notice to the Owner by the Town Manager, and shall become effective and irrevocable as of the date of the notice. The cure rights afforded Owner under Section 4.03 shall not be applicable to notice given pursuant to this Section 3.01.

3.02 Fee and Tax Rebate. Provided Owner develops the Project in strict accordance with this Agreement, Town shall rebate to Owner all of the Project Development Fees and Use Tax paid by Owner for the Project, currently estimated at 492,000, as set forth in *Exhibit 3*. The total amount of such rebate is referred to as the “Fee and Tax Rebate.” Town shall disburse the full Fee and Tax Rebate within 60 days of the date of issuance of the Project CO.

3.03 Sales Tax Pledge.

A. Pursuant to 3.04.025 of the Code and subject to the conditions set forth below, Town shall rebate to Owner 50% of the Town Sales Tax collected on Qualified Retail Sales (“Sales Tax Pledge”). The Sales Tax Pledge shall expire on the first to occur of the following two events: (i) November 30, 2038, or (ii) when the Reimbursement Cap is reached. The funds disbursed to Owner under the Sales Tax Pledge are referred to as “Pledged Revenue.” Pledged Revenue will be forwarded to the Owner on an annual basis.

B. The right to receive Pledged Revenue is exclusive to Owner as Owner is defined in 1.01. No retailer within the Project shall have any claim to Pledged Revenue.

3.04 Property Tax Reimbursement.

A. Annually, beginning with tax year 2017, payable and collected in 2018, Town shall reimburse Owner for 50% of the Property Tax Increment (“Tax Increment Payment”), provided that payment of such Tax Increment Payment shall be subject to the further limitation of subsection B. The Tax Increment Payments shall expire on the first to occur of the following two events: (i) the Tax Payment for tax year 2037 payable in 2038 is made, or (ii) when the Reimbursement Cap is reached. The annual Tax Increment Payments shall be made to Owner within 60 days of the Town’s receipt of the Property Tax Increment from Douglas County, Colorado.

B. In the event the Net DDA Property Tax Revenue in any year is less than the sum of (i) the Tax Increment Payment and (ii) all other pledges of property tax increment by the Town and DDA under any other Financial Obligations in effect at that time ((i) and (ii) collectively, “DDA Tax Increment Pledge”), then this subsection (B) shall be operative. In that event, the Tax Increment Payment shall be made for that year in the percentage derived by dividing the Net DDA Property Tax Revenue by the DDA Tax Increment Pledge. To illustrate, if in a year the DDA Tax Increment Pledge is \$100,000, but the Net DDA Property Tax Revenue is \$70,000, the Tax Increment Payment to Owner shall be 70% of the amount otherwise required under this Agreement (the “Adjusted Tax Increment Payment”).

C. The difference between the financially unconstrained Tax Increment Payment and the Adjusted Tax Increment Payment shall carry forward and shall be paid to Owner, in whole or in part, (proportionate to other deferred DDA Tax Increment Pledges) in subsequent year(s) when there is available Net DDA Property Tax Revenue. Payment of such deferred DDA Tax Increment Pledge shall be in addition to the regular Tax Increment Payment due in that year. However, such carry-forward obligation shall expire when the right to Tax Increment Payments lapses under Subsection A, above.

3.05 Subordination. The Town’s obligation to pay Pledged Revenue under 3.03 or make Tax Increment Payments under 3.04 is subordinate to the Town’s obligation to pay any current or future Bonds. Owner hereby agrees to execute and deliver within fifteen (15) days of request therefor from the Town, a Subordination and Inter-creditor Agreement with any senior holder of any Bond, in a form reasonably approved by the Owner and such senior holder of Bonds.

3.06 Limitation. Irrespective of any other provision in this Agreement, in no event shall the aggregate financial obligation of the Town of DDA under this Agreement exceed the Reimbursement Cap.

3.07 Damage or Destruction. In the event of the Project suffers a catastrophic loss or damage such that it is not habitable, the Tax Increment Payments shall be suspended until such time as the Project is rebuilt or repaired to a functional condition. Such suspension in Tax Increment Payments shall not extend the dates of lapse of the Sales Tax Pledge and Property Tax Reimbursement as provided in 3.03 and 3.04. Owner shall at all times maintain casualty insurance coverage on the Project sufficient to support the repair or reconstruction of the Project in the event of such loss or damage.

ARTICLE IV OTHER PROVISIONS

4.01 Event of Default. Failure of the Town or Owner to perform any covenant, agreement, obligation or provision of this Agreement, shall constitute an event of default under this Agreement.

4.02 Default Notice. In the event a party alleges that the other is in default, the non-defaulting party shall first notify the defaulting party(ies) in writing of such default, and specify the exact nature of the default in such notice. The defaulting party shall have twenty (20) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies.

4.03 Remedies. Upon default of this Agreement and failure to timely cure, the non-defaulting party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce performance and compliance with this Agreement, or to collect the monies then due and thereafter to become due. However, in the event of a default without cure by Owner, the Town's sole remedy shall be to deny payments under Article III which become due to Owner after the event of default. To the extent necessary, and only to such extent, Town waives any immunity provided by law to permit enforcement of this Agreement pursuant to the terms hereof by Owner.

4.04 TABOR. This Agreement and the financial commitments under 3.03 and 3.04 are made under the authority granted by the voters at the Castle Rock municipal election approving the DDA and funding on November 4, 2008 pursuant to Article X, Section 20 of the Colorado Constitution ("Authorized Funds"). No other funds of the Town and no funds of the DDA are pledged or encumbered under this Agreement. However, if the sales tax portion of the Authorized Funds are insufficient in any year to support full payment of the Sales Tax Pledge under 3.04 the Town may (but is not required) budget and appropriate other Town funds sufficient to make the full payment of the Sales Tax Pledge in that year.

4.05 Governing Law. This Agreement shall be governed and construed in accordance with Colorado law and Douglas County shall be the proper venue for the commencement of any claims in state court.

4.06 Amendment. Any and all changes to this Agreement, in order to be mutually effective and finding upon the parties and their successors, must be in writing.

4.07 Notice. The addresses of the parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to the other parties or three (3) days following the date the same is deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, addressed to the other parties at the addresses noted; or such address as is subsequently endorsed in writing, or in the event of transfer of the Property to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

Town: Town Attorney
Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104

DDA: Castle Rock Downtown Development Authority
18 S. Wilcox Street
Castle Rock, CO 80104

Owner: 221 Wilcox, LLC
c/o Niebur Development, LLC
1230 Tenderfoot Hill Road, #250
Colorado Springs, CO 80906

4.08 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Owner, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Owner receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

4.09 Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

4.10 Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

4.11 Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this

Agreement shall supersede all previous communications, representations, or agreements, either verbal or written.

4.12 Recordation. This Redevelopment Agreement and any amendments thereto shall be recorded in the public records of Douglas County, Colorado.

TOWN:

ATTEST:

TOWN OF CASTLE ROCK

EXEMPLAR – NOT FOR EXECUTION

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Sally A. Misare as Town Clerk and Paul Donahue as Mayor of the Town of the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: _____

[S E A L]

Notary Public

**CASTLE ROCK DOWNTOWN
DEVELOPMENT AUTHORITY**

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

Witness my official hand and seal.
My commission expires: _____

Notary Public

Corey Hoffman, General Counsel

OWNER:

221 WILCOX, LLC

a Colorado limited liability company.

EXEMPLAR – NOT FOR EXECUTION

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 _____ as _____ for 221 Wilcox, LLC, a Colorado limited liability company.

Witness my official hand and seal.
My commission expires: _____

[S E A L] _____
Notary Public

EXHIBIT 1

PROJECT DESCRIPTION

Project Name: 221 Wilcox (Project Prime)

Developer: Niebur Development

Location: 221 Wilcox Street, Castle Rock, CO 80104

Legal Description: LOTS 1-5, BLOCK 23, TOWN OF CASTLE ROCK

Project Use by SF:

1st Floor – Retail and Restaurant Space
2nd Floor – Office Space
3rd Floor – Office Space
4th Floor – Residential Space
5th Floor – Residential Space (only partial floor – interior 2nd floor loft)
Total Project: 53,952 sq.ft.

Project Description:

The proposed re-development consists of a 5 story Class A mixed use project comprised of retail, office and multifamily uses. The goal of the project is to increase downtown vibrancy by adding a mixture of uses downtown. This landmark project adjacent to Festival Park, incorporating ground floor restaurant & retail space is designed to complement the expansion of Festival Park and its users. On the top floors the project will include premier boutique apartment units overlooking Festival Park and the dramatic topography of Castle Rock, delivering much needed downtown living for young professionals, small families and empty nesters.

Project Enhancements:

The building façade and materials used for the project will be of real stone such as rhyolite (as opposed to cast stone); brick (no veneer) and cementations stucco (non-EIFS-type system). The façade will be of timeless design, with quality construction materials.

Building Elevations and Architectural Features:

Elevations and Architectural Features will be subject to review by the Design Review Board.

Rendering from 3rd Street



Wilcox looking North



Wilcox looking West

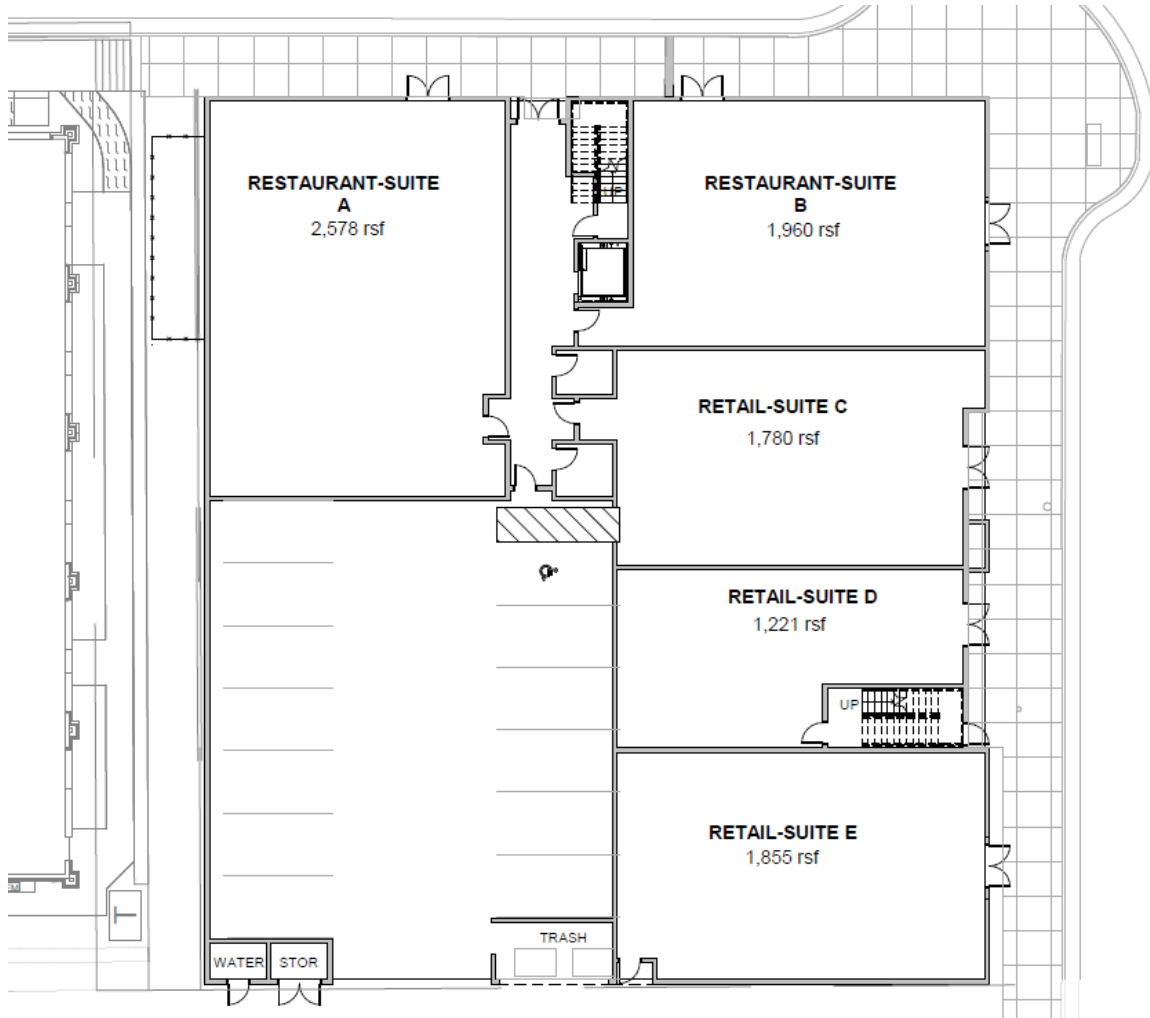


Corner of Wilcox and 3rd St. looking Southwest



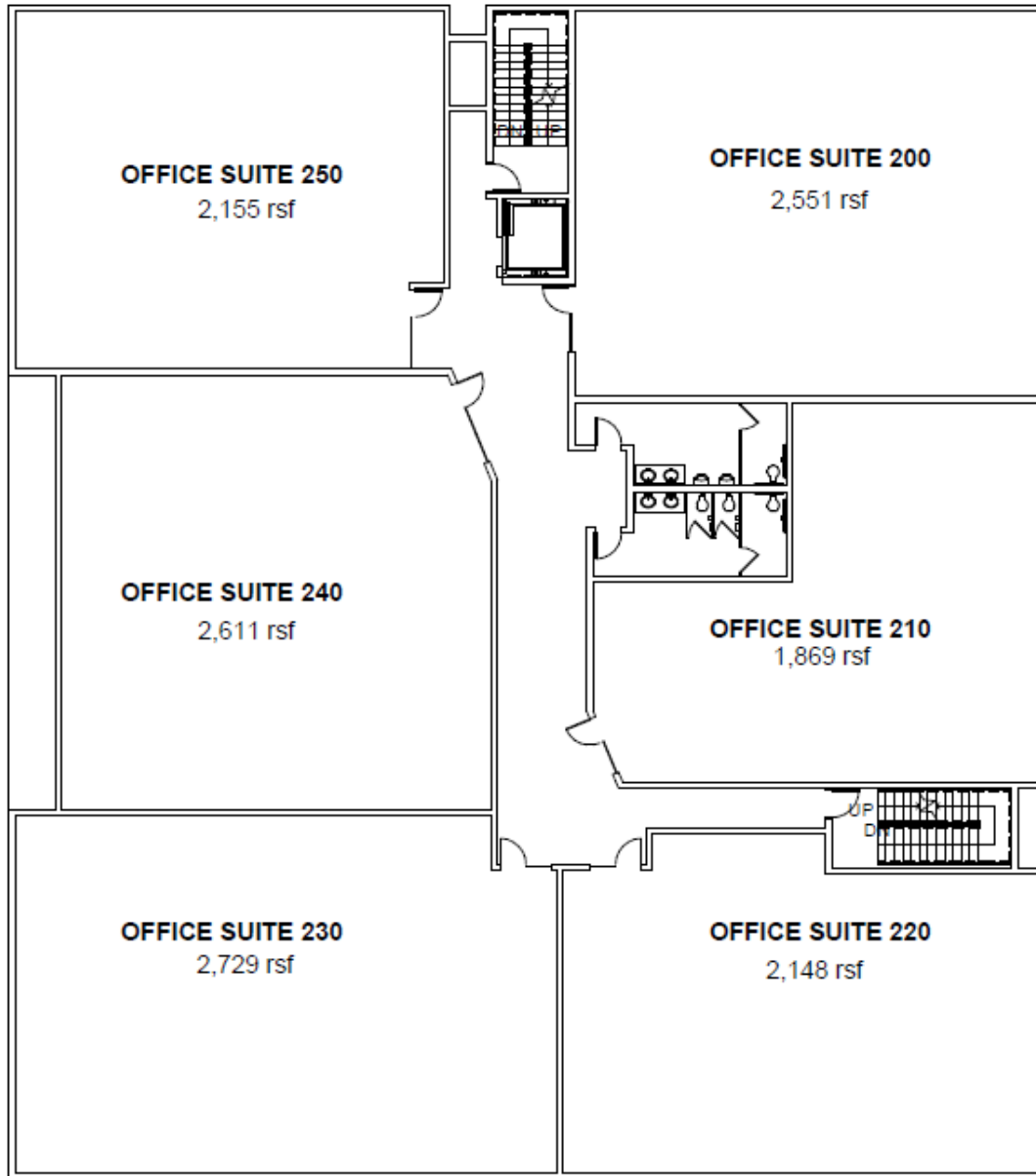
Floor Plans:

First Floor



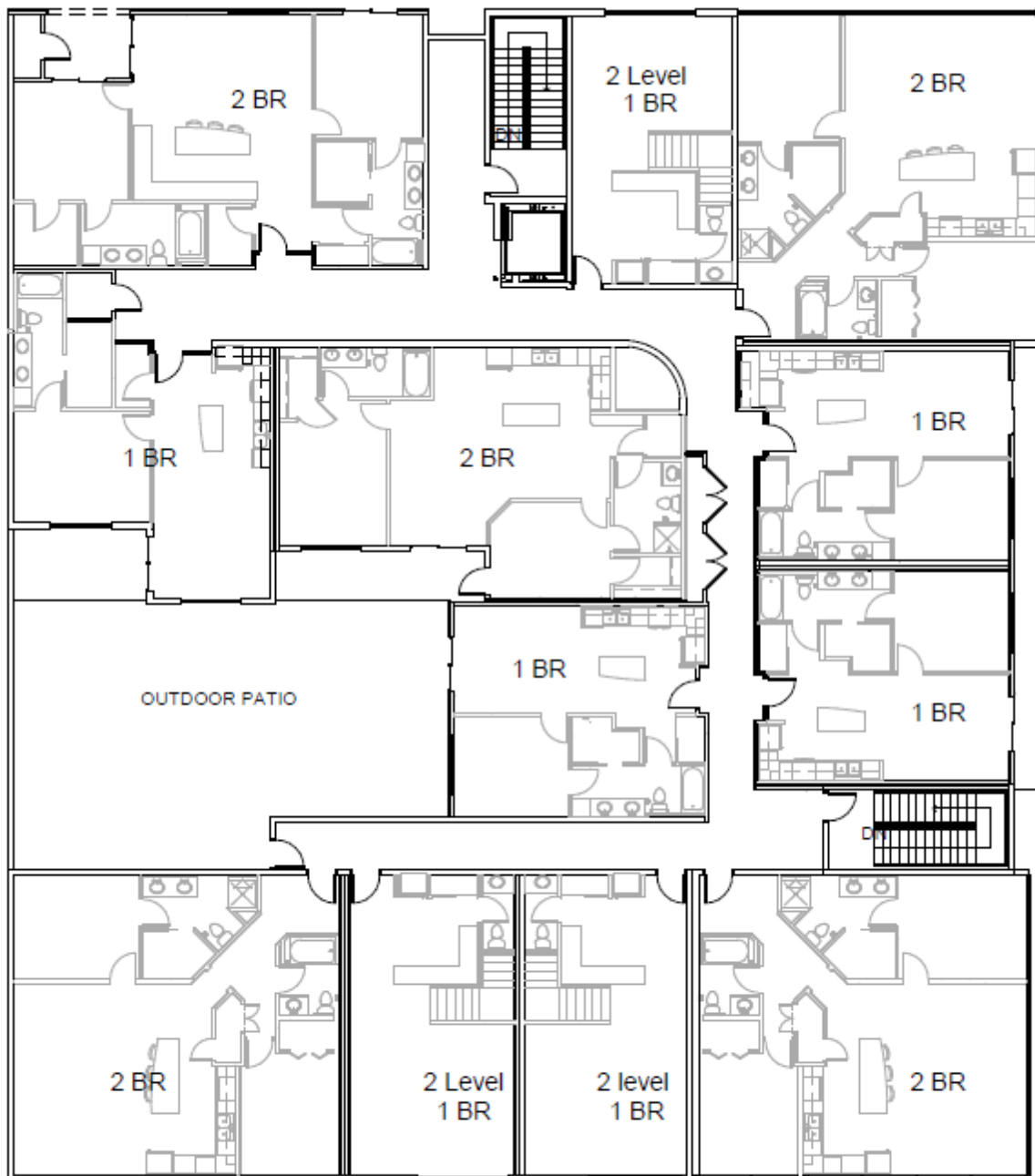
① LEVEL 1 - FLOOR PLAN
1/16" = 1'-0"

2nd and 3rd Floor



① LEVEL 2 - FLOOR PLAN *LEVEL 3 LAYOUT IS IDENTICAL
1/16" = 1'-0"

4th and 5th Floor



① LEVEL 4 - FLOOR PLAN
1/16" = 1'-0"

EXHIBIT 2

PROJECT CHALLENGES

Some of the specific challenges of this particular project are as follows:

1. The property is currently a functioning & fully occupied property. Though it does not maximize the full potential of the site on which it sits, it is not an obsolete building, and the market value at which it was acquired reflects that fact.
2. The building must be completely mitigated for asbestos & demolished in order to re-develop. We worked with various design teams to try to utilize some of the existing structure, but created inefficiencies in construction which could not be overcome.
3. The building as-is is generating a Net Operating Income of approximately \$85,000 annually which will be lost during demolition, construction and lease-up of the new building estimated to be 24 months.
4. Public infrastructure in the immediate vicinity must be upgraded as a result of this project, including but not limited to sanitary sewer, public sidewalks, various easements, utility extensions, etc.
5. The soils in the immediate area are very challenging, requiring more substantial foundations commensurate with the load bearing capacity of local soils.
6. Though the Downtown Overlay District does not require parking to be provided, the DDA has recommended that some level of parking be provided rather than removing capacity from existing parking facilities. With the cost of land downtown, this is an extremely challenging requirement to meet, taking out valuable space within the building which otherwise would generate income, but we have designed the building such that on-site parking for the multifamily units is provided within the building.
7. Denver is obviously experiencing a construction boom, resulting in significant construction cost pressure. This has been extensively reported on by both Denver Business Journal and reports from firms such as Rider Levett Bucknall. This has resulted in the projects only being feasible within the submarkets demanding the highest rents in order to support those costs (i.e., downtown Denver, Denver Tech Center, RiNo, Boulder, etc.). Many developments that otherwise would be great projects are being tabled due to this environment.

8. The fact a building exists today, the increment gained by redevelopment is less than if raw land. This impacts the increment available for contribution.
9. From an architectural standpoint, for a building's design to remain timeless, we feel as though a varied façade, broken up with a mixture of quality materials, rhyolite accents and a 3-D feel to the overall structure are critical to achieving that goal.
10. The most profitable layout of the building would be strictly office & retail as they maximize rentable square feet / floorplate efficiency, yet the incorporation of a multifamily component helps achieve the Town's goal of downtown living. As previously described however, the associated garage to park the apartment units reduces the income generated from the 1st floor dramatically.
11. All of these factors above, along with other outside considerations such as capital markets, factor into the feasibility of a development project in Castle Rock. This reality is why there is an "economic gap" for this project, as well as any others proposed in the downtown core.

EXHIBIT 3 ESTIMATED PROJECT FEES

COST DRIVERS:	VALUATION	\$	6,002,920.00
	# OF MF UNITS		12
	COMMERCIAL SQFT		8697
	OFFICE SQFT		30240
	DOMESTIC WATER	2"	
	IRRIGATION	5/8"	
	MF SQFT		10550
	TOTAL BLDG SQFT		56256
Column Labels			
Values	221 WILCOX		
BUILDING PERMIT FEE	23,869.41	WHOLE BUILDING (VALUATION DERIVED)	
ADMIN COST RECOVERY FEE	1,571.56	WHOLE BUILDING (VALUATION DERIVED)	
PLAN CHECK	15,515.12	WHOLE BUILDING (65% OF BUILDING PERMIT FEE)	
USE TAX (4% CR)	120,058.40	WHOLE BUILDING (VALUATION/2 * 4%)	
USE TAX (1% COUNTY)	30,014.60	WHOLE BUILDING (VALUATION/2 * 1%)	
MF IMPACT: PARKS	26,940.00	# OF MF UNITS * 2245	
MF IMPACT: MUNI FAC	5,088.00	# OF MF UNITS * 424	
MF IMPACT: FIRE	5,556.00	# OF MF UNITS * 463	
MF IMPACT: POLICE	2,892.00	# OF MF UNITS * 241	
MF IMPACT: TRANSPORTATION	23,880.00	# OF MF UNITS * 1990	
COMM IMPACT (<50K SQFT): MUNI FAC	356.58	COMMERCIAL SQFT / 1000 * 41	
COMM IMPACT (<50K SQFT): FIRE	1,269.76	COMMERCIAL SQFT / 1000 * 146	
COMM IMPACT (<50K SQFT): POLICE	756.64	COMMERCIAL SQFT / 1000 * 87	
COMM IMPACT (<50K SQFT): TRANSPORTATION	6,635.81	COMMERCIAL SQFT / 1000 * 763	
OFFICE IMPACT (25-50K SQFT): MUNI FAC	1,723.68	OFFICE SQFT / 1000 * 57	
OFFICE IMPACT (25-50K SQFT): FIRE	4,173.12	OFFICE SQFT / 1000 * 138	
OFFICE IMPACT (25-50K SQFT): POLICE	756.00	OFFICE SQFT / 1000 * 25	
OFFICE IMPACT (25-50K SQFT): TRANSPORTATION	14,575.68	OFFICE SQFT / 1000 * 482	
MF STORMWATER: PLUM CREEK	8,184.00	# OF MF UNITS * 682	
COMM STORMWATER: PLUM CREEK	19,780.00	OFFICE SQFT + COMMERCIAL SQFT / 1000 * 508	
DOMESTIC WATER 2": WATER SYSTEM	21,594.00	SEE FEE SCHEDULE 2"	
DOMESTIC WATER 2": RENEWABLE WATER	101,504.00	SEE FEE SCHEDULE 2"	
DOMESTIC WATER 2": WASTEWATER	21,631.00	SEE FEE SCHEDULE 2"	
IRRIGATION WATER 5/8": WATER SYSTEM	2,169.00	SEE FEE SCHEDULE 5/8"	
IRRIGATION WATER 5/8": RENEWABLE WATER	10,196.00	SEE FEE SCHEDULE 5/8"	
DOMESTIC METER SET: 2"	1,975.27	SEE FEE SCHEDULE 2"	
IRRIGATION METER SET: 5/8 X 3/4"	396.91	SEE FEE SCHEDULE 5/8"	
DEV FEE - DEV AGREEMENT	5,380.00	SEE FEE SCHEDULE	
DEV FEE - DOWNTOWN SDP	2,500.00	SEE FEE SCHEDULE	
DEV FEE - BOA VARIANCE	500.00	SEE FEE SCHEDULE	
DEV FEE - PLAT	1,000.00	SEE FEE SCHEDULE	
DEV FEE - IMPROVEMENT AGREEMENT	1,200.00	SEE FEE SCHEDULE	
DEV FEE - CD REVIEW	2,500.00	SEE FEE SCHEDULE	
DEV FEE - CON PERMIT	5,000.00	SEE FEE SCHEDULE	
FIRE PLAN REVIEW	1,631.36	TOTAL BLDG SQFT * .0193 + 562.5	
	\$	492,773.89	