

## **AGREEMENT TO REIMBURSE COSTS**

THIS AGREEMENT TO REIMBURSE COSTS is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, by and between the TOWN OF GILCREST, COLORADO, a Colorado municipal corporation ("Town") and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Owner" or "Property Owner"), together hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, Section 16-93(b) of the Code requires a filing fee in an amount to be fixed by resolution of the Board of Trustees; and

WHEREAS, Resolution No. 2014-17 states such fees; and

WHEREAS, Resolution No. 2014-17 requires that in addition to the set fee an applicant shall also reimburse the Town for all costs directly attributable to the Town's review of the proposal or application; and

WHEREAS, a deposit for such reimbursement will be set on a case by case basis; and

WHEREAS, \_\_\_\_\_ Owner, desires to submit a proposal for a(n) \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner shall reimburse the Town for all costs directly attributable to the Town's review of the proposal and application. For the purposes of this section, the direct costs of review shall include, but not be limited to, publication and mailing costs, attorneys' fees, engineering fees, planning fees and other technical consultants' fees.
2. The Town shall provide written notice to Owner of reimbursable costs incurred by the Town, at such times and by means the Town deems reasonable. Such costs will be deducted from any deposit on file with the Town. Subsequent to any deposit being the depleted Owner shall deposit with the Town, at the Town's discretion, additional funds to cover future direct costs. If no additional deposit is required Owner shall pay all such invoiced costs within thirty (30) days of the date of such written notification. Owner acknowledges and agrees that failure to reimburse the Town within the time required herein may delay or terminate the processing and consideration of Owner's proposal and application.
3. This Agreement is personal to Owner, and Owner shall have no right, power, or authority to assign this Agreement, or any portion hereof, or to delegate any duties or obligations

arising hereunder, either voluntarily, involuntarily, or by operation of law, without the prior written approval of the Town.

4. All notices, requests, demands, consents and other communications hereunder (except the notification of costs required under Sections 1) shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified United States mail, postage prepaid, with return receipt requested, addressed to the Parties as follows:

CNB\53377\406882.02

TOWN: Town of Gilcrest  
304 8<sup>th</sup> Street  
P.O. Box 128  
Gilcrest, Colorado 80623

OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either Party may change the address at which it receives written notice by so notifying the other party in writing in the manner provided herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TOWN OF GILCREST

OWNER

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

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

Jeff Nelson, Mayor  
[print name]

ATTEST

As: \_\_\_\_\_  
[title]

\_\_\_\_\_  
Gail Odenbaugh, Town Clerk