

TOWN OF PARACHUTE

SPECIAL FEE AND COST REIMBURSEMENT AGREEMENT

This Special Fee and Cost Reimbursement Agreement is entered into by and between the Town of Parachute, Colorado, a municipal corporation (the "Town") and _____, (hereinafter "Petitioner").

WITNESSETH:

WHEREAS, Petitioner is the owner of that certain real property described in Exhibit A, attached hereto and incorporated herein by this reference, and desires to undertake the projects or activities described in Paragraph 1; and

WHEREAS, the above activity or project will require the Town to provide the special services and incur the costs set forth in Paragraph 2; and

WHEREAS, Title 15 of the Parachute Municipal Code provides that the Town may assess administrative fees related to development review; and

WHEREAS, the special fees and costs paid and collected by virtue of this Agreement shall be used solely to pay for the Town's actual fees and costs for outside professional services, including, but not limited to, engineering and legal review, incurred by the Town in relation to the anticipated project; and

WHEREAS, the Town and Petitioner desire to set forth their agreements and understandings concerning this matter.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Petitioner desires to undertake the following project(s) or activity(ies) involving the Town:

- _____ Annexation
- _____ Subdivision
- _____ Special Use
- _____ Variance
- _____ Zoning / Rezoning
- _____ Site Plan
- _____ Other (describe) _____

2. The activity or project being undertaken by Petitioner will require the Town to provide the following special services or incur the following costs:

- _____ Engineering review and advice
- _____ Legal review and advice
- _____ Preparation of plats or plans
- _____ Inspections
- _____ Recording fees
- _____ Filing fees
- _____ Publication Costs
- _____ Other (describe) _____

3. Petitioner agrees to pay the Town in full for all special services provided or actual costs incurred by the Town in relation to the project or activity described above on receipt of an itemized billing for those services from the Town. All such amounts are due within thirty (30) days of the date of the bill, with interest on any overdue amounts to be assessed at one and one-half percent (1.5%) per month. In the event that such amounts remain unpaid thirty (30) days after the date they are billed, the Town reserves the right to cease review and processing of the Petitioner's land use and development applications. In the event the Town is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney's fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

4. Petitioner agrees to provide a deposit to the Town in the amount of \$_____ at the time of making the initial application for the _____. The Town shall not commence to provide any of the services desired by the applicant, or advance any costs, until this deposit is received by the Town. Any amount by which the applicant's deposit exceeds the cost assessed under this Paragraph shall be refunded to the applicant within a reasonable time after final action has been taken on the project. Any amount by which the deposit is less than the total costs due to the Town under this Agreement shall be due and payable subject to the provisions of Paragraph 2, above.

5. The Town specifically does not agree to act favorably on the application made by Petitioner in exchange for payment of the special fees set forth above.

6. This Agreement constitutes the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement.

7. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

