

**TOWN OF PALMER LAKE, COLORADO  
DEVELOPER COST REIMBURSEMENT AGREEMENT**

for: \_\_\_\_\_  
(name of land development application)

THIS AGREEMENT (the "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the TOWN OF PALMER LAKE, COLORADO, a Colorado municipal corporation (the "Town"), and \_\_\_\_\_ a Colorado \_\_\_\_\_ hereinafter referred to as (the "Applicant"), and \_\_\_\_\_ as owner ("Owner"). The Town and the Applicant are referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the Applicant submitted an application for \_\_\_\_\_ ("Application" type) pursuant to the Palmer Lake Municipal Code ("Code") for property situated in the County of Weld, State of Colorado, and legally described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Applicant acknowledges that the Town will incur costs to review the Application, including but not limited to, legal publication costs, recording fees and reproduction costs; and

WHEREAS, the Applicant further acknowledges that the Town retains third-party consultants to review land use proposals, which may include, but not be limited to, engineers, surveyors, inspectors, attorneys and planners; and

WHEREAS, while the Town endeavors to keep the Town's expenses to a reasonable and acceptable level, the actual amount is subject to factors outside the control of the Town; and

WHEREAS, the Code requires the Applicant to pay all the Town's expenses incurred in reviewing, evaluating and processing the Application; and

WHEREAS, the Parties recognize that this Agreement will facilitate the Town's ability to review, evaluate and process the Application and that this Agreement is mutually beneficial to the Parties; and

WHEREAS, the Parties desires to enter into this Agreement to facilitate the review, evaluation and processing of the Application.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. The Town has collected or will collect certain subdivision, annexation and land use fees from the Owner and the Town will charge fees passed on by third party consultants incurred while processing the Owner/Party's development review proposal. Owner shall pay all invoices submitted by the Town within ten (10) days of the Town's delivery of such invoice. Failure by the Owner to pay any invoice within the specified time shall be cause for the Town to cease processing the application, cease development of the Property, deny approval of the application,

withhold the issuance of building permits or certificates of occupancy and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.

2. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Owner and file such notices as are required by the Town's regulations. The Owner shall be liable for all costs incurred by the Town in terminating the processing of the application.
3. If the Owner fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized bylaw to collect the fees and costs due, in addition to exercising those remedies set forth in Section 1, above. The Town shall be entitled to recover from Owner all court costs and attorneys' fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.
4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of the development review of the application throughout the development process. Statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, fees for administrative time of Town staff, security, permits and easements. Within 60 days after the completion of the processing of the application by the Town, the Town will provide Owner with a statement of account and will refund to the Owner any funds paid by the Owner that were not expended by the Town, except where the Parties expressly agree to the contrary.
5. Owner's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Owner's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Owner prior to a final decision in the process.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**TOWN OF PALMER LAKE, COLORADO**

By: \_\_\_\_\_  
Town Administrator/Clerk

**APPLICANT/OWNER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )

) ss

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_ as the \_\_\_\_\_ of

\_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

DRAFT