



COST AGREEMENT

THIS AGREEMENT is made by and between _____, (“Landowner”) and the Town of Kersey, Colorado, a Colorado municipal corporation (“Kersey”).

RECITALS:

A. Landowner and Kersey have been discussing Landowner’s request concerning certain development activities for certain property owned by Landowner (“the Property”), as set forth on Exhibit A, attached hereto and incorporated herein.

B. The parties recognize that Landowner’s request will place an extraordinary burden on the resources of Kersey, and that this Agreement will facilitate Kersey’s ability to evaluate and process Landowner’s request in a timely fashion, and accordingly, the parties recognize that this Agreement will be mutually beneficial.

C. The parties desire to provide for a method by which Landowner will help offset the burden placed on the resources of Kersey by Landowner’s request.

D. The Kersey Municipal Code requires Landowner to deposit certain amounts with Kersey to guarantee payment of certain review costs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable considerations, the parties do hereby stipulate and agree as follows:

1. **Consultant and Other Costs.** Kersey has retained, or will retain, the services of certain consultants, including planners, engineers, and attorneys, water attorneys, water engineers, traffic engineers, or other consultants required to be engaged by the Town as a result of the proposed development, subdivision or annexation, as well as any development fees set forth in the Town Fee Schedule or other development costs incurred by the Town to assist it in evaluating Landowner’s request and to assist it in negotiations; reviews of maps, plans and other documents; drafting of reports, notices and other documents; consultation, and advice. In addition to these consultant costs, Kersey also will incur certain other related costs such as public hearing expenses, recording expenses, reproduction of materials or maps and administrative costs. Estimates of the costs related to each type of land use request are set forth on Exhibit A.

2. **Funds Deposit.** At the time of execution of this Agreement, Landowner agrees to deposit with the Town the sum of \$_____, which is equal to the estimated costs shown in Exhibit A for the land use request of Landowner. This deposit, and any additional amounts deposited with the Town pursuant to this Agreement, shall be held by the Town to guarantee the payment of expenses incurred by the Town for review of the development proposals, and shall include, but not be limited to expenses detailed in item 1 above in accordance with the Funds Deposit Agreement attached hereto and incorporated herein as Exhibit B. The parties understand and agree that the amount deposited with the Town is an estimate of costs only, and that Landowner shall promptly pay the costs provided for in Paragraph 1 as they are billed to the Landowner by the Town. If invoices are not paid when due, suspension or termination of work on the request may result until such time as invoices are paid to date. Additional funds shall be deposited as necessary to cover outstanding balances prior to the recoding of any approved final documents. If at any time negotiations on the request terminate, the Town will, sixty (60) days after termination, completion or withdrawal of any land use application, and by giving written notice to the Town of such termination, completion or withdrawal, the Town shall release the deposit to the depositor, minus any expenses, costs or invoice amounts which remain due to the Town.

3. **No Acquired Rights.** Landowner agrees that it does not acquire any rights by virtue of the negotiations or work on the matters contemplated herein, until and unless the Town grants any and all approvals required by law. Any and all negotiations and work concerning the Landowner's request concerning the Property shall be final only upon approval by the appropriate actions of the Town Board of Kersey and other governmental entities having jurisdiction, upon the completion of appropriate actions of Landowner, and upon expiration of any applicable time periods required for finality under law.

4. **Miscellaneous.**

- (a) If any owner, subdivider, or developer fails to pay fees as required herein, or fails to post a deposit when required, such amount shall draw interest at the prime interest rate as published in the Wall Street Journal plus ten (10) percent.
- (b) All court costs, attorney's fees or expenses of collecting any amount due to the Town shall be paid by the owner, developer or subdivider.
- (c) This Agreement supersedes all prior negotiations between the parties concerning matters addressed herein.
- (d) This Agreement shall not be modified except in writing executed by each of the parties.

This agreement is executed effective this ____ day of _____, 200__.

TOWN OF KERSEY, COLORADO

BY: _____
MAYOR

ATTEST:

TOWN CLERK

LANDOWNER: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed under
oath before me this ____ day of _____, 200__.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT B

FUNDS DEPOSIT AGREEMENT

A. The undersigned Landowner and the Town of Kersey hereby deposit with Kersey the following which is to be held and disbursed by Kersey subject to the terms and conditions hereof:

Check written upon the Account of Landowner, in the amount of \$_____, payable to "Town of Kersey", and such additional funds as may be deposited subsequently (all funds are referred to herein as the "deposited funds").

B. The deposited funds shall be subject to the following instructions:

1. Kersey shall place the deposited funds in a separate interest-bearing money market account subject to the terms and requirements of these instructions. Interest shall accrue to the depositor. The deposit shall be maintained until the proposed land use has been completed, approved and the infrastructure has been accepted by the Town.

2. Upon Kersey's receipt of a billing authorized pursuant to the "Cost Agreement" between Landowner and Kersey, Kersey shall promptly pay appropriate billing and submit a copy thereof to Landowner including an invoice for the total amount due to date. Backup documentation for each billing shall be furnished to the Landowner. Landowner shall promptly pay subject invoice to Kersey. The landowner's failure to respond to the billing, within 60 days after the date the billing is submitted to the Landowner by the Town, shall constitute authority to access the deposit for payment of the outstanding debt.

3. Any invoices which are disputed by the developer and have been reviewed and paid by the Town, must be paid within 60 days. If the depositor's dispute is substantiated and the invoice is determined to be inaccurate, the Town will credit any improper withholding to the developer.

4. Any amounts remaining in the deposited funds following completion or termination of the work shall be returned to Landowner, and all parties shall be relieved from any further liability with regard to this Agreement.

5. This Agreement may be altered, amended, modified or revoked only in writing signed by all parties hereto. The town agrees to hold the deposited funds described above under the specific terms and conditions of this Agreement.

6. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

7. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

TOWN OF KERSEY, COLORADO

BY: _____
MAYOR

ATTEST:

TOWN CLERK

LANDOWNER: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed under
oath before me this ____ day of _____, 200__.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A

COST ESTIMATE – TECHNICAL REVIEW AND PUBLICATION

<u>Type of Application (Check All That Apply)</u>	<u>Initial Deposit Amount</u>
_____ Annexation:	\$ 2,500.00
_____ Initial Zoning and Outline Development Plan	\$15,000.00
_____ Rezoning/Outline Development Plan Amendment	\$15,000.00
_____ Preliminary Development Plan/ Preliminary Plat	\$15,000.00
_____ Final Development Plan/Final Plat	\$15,000.00
_____ Minor Subdivision Plat	\$ 5,000.00
_____ Metropolitan District Service Plan Review	\$15,000.00
_____ Other	\$ _____

NOTE: Only one deposit will be collected for each active development.

TOTAL COST ESTIMATE \$ _____
(enter this total amount in blanks on Page 1,
Section 2 and Page 5 Section A)