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, the Gilcrest Municipal Code requires certain non-refundable filing fees as set by Resolution of the Board of Trustees from time to time at the time applications are submitted to the Town for review; and

WHEREAS, the Gilcrest Municipal Code requires the applicant to reimburse the Town for all costs directly attributable to the Town's review of the proposal or application; and

WHEREAS, the amount of any deposit associated with the review of the proposal is determined at the time of the application based on the estimated direct cost for review; and

WHEREAS, the Owner, who 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 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. Owner shall pay all such 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:

TOWN: Town of Gilcrest

10950 County Road 31

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

By: _____
Steve Nothem, Mayor

ATTEST

_____
Hana Ciembronowicz, Town Clerk

OWNER

By: _____
[print name]

As: _____
[title]