

THIS AGREEMENT is made by and between _____ ("Applicant") and the CITY OF DACONO, a Colorado municipal corporation ("Dacono").

RECITALS:

A. Applicant and Dacono have been discussing Applicant's request concerning certain development activities for certain property owned by Applicant or for which Applicant has been authorized by the owner to file an application with the City in connection with the development request ("the Property").

B. The parties recognize that Applicant's request will place an extraordinary burden on the resources of Dacono, and that this Agreement will facilitate Dacono's ability to evaluate and process Applicant'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 Applicant will help offset the burden placed on the resources of Dacono by Applicant's request.

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

1. **Consultant and Other Costs.** Dacono has retained, or will retain, the services of certain consultants to assist it in evaluating the Applicant's request and to assist it in negotiations, reviews, consultation, and advice. Dacono also will incur certain other related costs, including but not limited to legal publication costs and administrative costs.

2. **Funds Deposit.** Applicant agrees to deposit with the City the sum of \$_____, to be used to pay the costs provided for in paragraph 1 above as they become due, in accordance with the Funds Deposit Agreement attached hereto and incorporated herein as Exhibit A. If the deposit is depleted prior to the completion of the review, Applicant shall promptly deposit additional monies with the City in a mutually agreeable amount. The parties understand and agree that if such additional monies are not deposited, suspension or termination of work on the request may result until such time as the additional monies are deposited. If at any time negotiations on the request terminate, then any monies deposited by Applicant and remaining after payment of the costs incurred by Dacono shall be refunded to Applicant.

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

4. Miscellaneous.

(a) In the event of any litigation arising from this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs.

(b) This Agreement supersedes all prior negotiations between the parties concerning matters addressed herein.

(c) This Agreement shall not be modified except in writing executed by each of the parties.

This Agreement is executed effective this ____ day of _____, 202__.

APPLICANT:

By: _____

Title: _____

(If not signed by the owner of the Property, authorization from the landowner must be attached.)

STATE OF COLORADO)
) ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed under oath before me this ____ day of _____, 202__.

Witness my hand and official seal.

Notary Public

My commission expires _____.

THE CITY OF DACONO,
a municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A
FUNDS DEPOSIT AGREEMENT

a) The Applicant and Dacono hereby deposit with Dacono the following which is to be held and disbursed by Dacono subject to the terms and conditions hereof:

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

b) The deposited funds shall be subject to the following instructions:

i) Dacono shall place the deposited funds in a checking account in its bank subject to the terms and requirements of these instructions.

ii) Upon Dacono's receipt of a billing authorized pursuant to the "Cost Agreement" between Applicant and Dacono, Dacono shall promptly submit an invoice to Applicant and disburse monies, from the deposited funds, in payment of such billing. Backup documentation for each billing shall be furnished to the Applicant upon request.

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

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

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

vi) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado



Invoice Information

Project Name

Applicant Name

Billing Contact Person

(name of person responsible for processing payments)

Billing Address

Billing Telephone Number

Billing Contact E-Mail Address
