

## DEVELOPMENT REVIEW DEPOSIT AGREEMENT

THIS DEVELOPMENT REVIEW DEPOSIT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, to be effective on \_\_\_\_\_, 20\_\_, by and between the **WHEAT RIDGE SANITATION DISTRICT**, a quasi-municipal corporation (hereinafter referred to as “the District”), and \_\_\_\_\_ a Colorado limited liability company/corporation/partnership (choose applicable description) (hereinafter referred to as “Applicant”).

### WITNESSETH

**WHEREAS**, Applicant is proceeding with due diligence regarding the possible development of certain property that may require the extension of a District sewer main and related facilities; and

**WHEREAS**, if the extension of a District sewer main is necessary, it will be known by the Parties as the \_\_\_\_\_ (“Project”); and

**WHEREAS**, in connection with the District’s review of Applicant’s submittals, especially for the Project, the District will incur costs that may include engineering, surveying, inspection and legal fees;

**WHEREAS**, the Parties recognize that in addition to obtaining approved sewer main extension plans, Applicant will be required to enter into an application and agreement for extension of sewer mains and may be required to grant to the District a thirty-foot-wide sanitary sewer easement;

**WHEREAS**, the District will incur costs and expenses in connection with the review and preparation of the above-described documents; and

**WHEREAS**, the District’s Rules and Regulations and previously established Policies and Procedures require that the District be reimbursed for the costs of engineering, surveying, inspection and legal services in reviewing the Applicant’s submittals and in preparing the appropriate easement and other agreements and related documents needed for the Project (hereinafter referred to as “Consultant and Administrative Time”); and

**WHEREAS**, the obligation to reimburse the District for Consultant and Administrative Time exists regardless of whether the Project is ultimately approved or completed; and

**WHEREAS**, this Agreement is entered into for the purpose of setting forth in writing the Applicant’s obligation to reimburse the District for all such Consultant and Administrative Time.

**NOW THEREFORE**, in consideration of the recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Applicant agree as follows:

**1. Full and Separate Accounting of Expenses.** The District will account separately on its books and records for all funds expended and fees and expenses incurred by the District as a result of reviewing Applicant's submittals for the Project including District's review of Applicant's engineering plans, easement legal description and drawings, preparation of easement agreements, and related documents including any Application and Agreement for Extension of Sewer Mains, if necessary. A monthly statement of expenses will be made available to Applicant by the District upon request. Expenses to be charged to Applicant shall include, but shall not be limited to, those fees and expenses attributable to legal publications, referral costs, engineering services, attorney fees, other consultant fees, reproduction of materials and the securing of easements and the recording thereof.

**2. Payment of Expenses/Estimate of Expenses.** Applicant acknowledges that the District does not employ in-house staff to review development proposals. All development proposals are reviewed by third-party consultants engaged by the District and coordinated through the District's office manager. An estimate of the District's anticipated third-party consultant fees and administrative costs to be incurred as part of the review of the above-referenced Project is \$\_\_\_\_\_.

**3. Initial Deposit.** Upon the execution of this Agreement, Applicant agrees to deposit with the District the sum of \$\_\_\_\_\_, which sum shall serve as an initial deposit and partial payment for Consultant and Administrative Time incurred by the District in connection with the Project. As the District receives third-party billings from its consultants, the District shall apply the funds on deposit to retire the balance due. In the event that the District determines that additional deposits shall be required to replenish the initial \$\_\_\_\_\_ deposit, Applicant agrees to remit the requested amount to cover anticipated District expenses.

**3.a. Payment of Balance Due.** In the event the District's expenses are greater than the funds held by the District at the conclusion of all the required reviews, Applicant agrees to reimburse the District, upon demand, such funds as are necessary to retire the balance due third-party consultants and others at the time the District has completed its review.

**4. Collection of Fees and Costs.** If Applicant fails to pay the District's costs incurred when due, the District may take such steps as necessary and authorized by law to collect the amounts thereof including, but not limited to, the following: (i) the District may deny the issuance of a Sewer Tap Permit for all or any portion of the Project; (ii) record a Notice of Lien on the property which is, or was, the subject of the Project for which the District has not been reimbursed; (iii) refusal to approve the issuance of Certificate(s) of Occupancy by the City, for any portion of the Project upon for which the District has not been reimbursed; (iv) refuse to accept any further applications from Applicant until such time as District has been fully reimbursed for expenses incurred in connection with the Project.

5. **Refund of Unused Deposit.** In the event that the costs incurred by the District for the review of the Project are less than the deposit made by Applicant, any excess amount will be timely refunded to Applicant.

6. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable, such provisions shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. **Governing Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Colorado.

8. **Headings.** Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute thereof.

9. **Modifications.** No amendment to or modification of this Agreement shall be made, or be deemed to have been made, unless such an amendment or modification is made in writing and executed by the parties to be bound thereby.

10. **Counterparts.** This Agreement may be executed in counterparts and a copy of this Agreement shall be as fully enforceable as an original. Each Party may execute a faxed or scanned copy of this Agreement and the faxed or scanned copy of this Agreement, with faxed or scanned signatures, shall be fully enforceable.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement to be effective as of the day and year set forth above.

**DISTRICT**  
WHEAT RIDGE SANITATION DISTRICT, a  
quasi-municipal corporation of the State of  
Colorado

---

Philip H. Burgi, President

Attest:

---

Chester C. Myers, Secretary

**APPLICANT**

\_\_\_\_\_ a \_\_\_\_\_ limited liability company

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

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

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