

APPENDIX C

ROARING FORK WATER AND SANITATION DISTRICT
SPECIAL FEE AND COST REIMBURSEMENT AGREEMENT

This Special Fee and Cost Reimbursement Agreement (“Agreement”) is entered into by and between the Roaring Fork Water and Sanitation District, P.O. Box 1002, Glenwood Springs, CO 81602 (hereinafter “District”) and _____ whose address is _____, (hereinafter “Petitioner”).

WITNESSETH:

WHEREAS, the District is a Colorado special district and quasi-municipal corporation formed and functioning under the authority of C.R.S. §§ 32-1-101, *et seq.*, and C.R.S. §§ 31-35-401, *et seq.*, providing potable water and sanitary sewer service;

WHEREAS, Petitioner is the owner of certain real property described in Exhibit A attached hereto and incorporated by this reference and desires to undertake those projects described in Paragraph 1;

WHEREAS, Petitioner’s activity will cause the District to incur additional costs and may require review by the District and its staff of those certain activities;

WHEREAS, the District may seek reimbursement for providing services to District customers as well as engineering, legal fees, and other fees incurred in providing and review of Petitioner’s project(s); and

WHEREAS, the Board of Directors of the District and Petitioner desire to set forth their agreements and understandings concerning this matter and set forth a mechanism for providing such reimbursement.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual covenant and promises of the parties, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Petitioner desires to undertake the following projects or activities involving the District or its Water and Sewer Systems (mark all that apply):

- Inclusion into the District
- Exclusion from the District

- ___ Water line extension
- ___ Sewer line extension
- ___ Other (describe) _____

2. The activity or project being undertaken by Petitioner will require the District to provide the following special services or incur the following costs:

- ___ Engineering review and advice
- ___ Legal review and advice
- ___ Review or preparation of plats or plans
- ___ Inspections
- ___ Recording fees
- ___ Filing fees
- ___ Publication costs
- ___ Other (describe) _____

3. Petitioner agrees to pay the District in full for all special services provided or actual costs incurred by the District in relation to the project or activity described above, on receipt of an itemized billing for those services from the District. All such amounts are due with 30 days of the date of the bill, with interest on any overdue amounts to be assessed at 1.0 % per month. In the event that such amounts remain unpaid 30 days after the date they are billed, the District reserves the right to cease supplying any and all services being provided, including but not limited to water and sewer service or, review and processing of applications for service, inclusion, exclusion, and line extension. In the event the District is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorneys fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

4. Petitioner agrees to provide a deposit to the District in the amount of \$ ____, at the time of making the initial application for the item(s) identified in Paragraph 1 above. The District shall not commence to provide any of the services desired by the Petitioner, or advance any costs, until the District receives this deposit. Any amount by which the Petitioner's deposit exceeds the cost assessed under this Section shall be refunded to the Petitioner within a reasonable time after final action has been taken on the project. Petitioner shall pay any amount that exceeds the deposit to the District as provided in Paragraph 3 of this Agreement.

5. Payment of the special fees set forth above shall not be considered to be made in exchange for the District's favorable action on the application. The District reserves the right to approve or deny an application.

6. This Agreement constitutes the entire and complete agreement between the parties on the subject matter herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement.

7. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

9. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision of this Agreement.

10. The parties agree and intend that this Agreement shall run with the land described in Exhibit A attached hereto and be a burden upon that property until final payment has been made to the District of all fees due and payable under this Agreement, or until the earlier termination of this agreement. The District, in its discretion, may record this Agreement with the County Clerk and Recorder of the county in which the property described in Exhibit A is located.

IN WITNESS WHEREOF, the parties have executed this Special Fee and Cost Reimbursement Agreement on the day and year adjacent to the respective signatures.

Roaring Fork Water & Sanitation District

By: _____
_____(title)_____

Date

Attest:

Secretary

Date

By: _____
Petitioner

Date

State of Colorado)
)
County of _____)

Acknowledged and subscribed before me this ____ day of _____, 200__, by
_____, Petitioner.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public
