

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into on this 10th day of February, 2025 (the "Effective Date") by and between the Town of Eagle, a Colorado municipality with an address of 200 Broadway, Eagle, CO 81631 (the "Town"), and George S. Henry and Kathy R. Chandler-Henry, with an address of P.O. box 1647, Eagle CO 81631, (the "Developer") (each a "Party" and collectively the "Parties").

WHEREAS, the Developer is the owner of real property in unincorporated Eagle County more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Developer plans to submit to the Town an application to annex the Property into the Town (the "Application");

WHEREAS, the Parties acknowledge that the land use fees imposed by Section 4.17.030(E) of the Eagle Municipal Code (the "Code") do not adequately cover the Town's expenses incurred during the annexation application process and that the Town will continue to incur expenses until final approval of the Application; and

WHEREAS, the Developer wishes to reimburse the Town for its additional expenses incurred in processing the Application pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the Parties agree as follows:

1. Application Process. The Application will be processed by the Town pursuant to the applicable provisions of the Code and other applicable law.

2. Reimbursement.

a. *Deposit.* The Parties hereby acknowledge and agree that review of the Application may require the Town to incur certain necessary costs, defined as "Pass Through Fees" in Section 4.17.030.E.2 of the Code, including without limitation costs for third-party consultants engaged by the Town, the Town Attorney, the Town's water counsel and engineer, and staff time for planning, engineering, and public works. Upon execution of this Agreement, the Developer agrees to deposit the sum of \$2,000 as a deposit (the "Deposit") for Pass Through Fees related to reviewing and processing the Application.

b. *Costs Exceeding Deposit.* If the Town incurs any costs exceeding the Deposit, the Developer shall pay such additional costs or make a subsequent deposit. All invoiced Pass Through Fees shall be paid in full to the Town within 30 days of the date of the invoice. Failure by the Developer to pay any invoice within the specified time shall be cause for the Town to refrain from approving the Application until the Pass Through Fees are paid in full. If the Pass Through Fees are not paid when due, the past due amounts shall be a lien on the Property, and the Town Treasurer may certify the amount of the same to the County Treasurer to be placed on

the tax list for the current year and to be collected in the same manner as other taxes are collected.

d. *Excess Deposit.* Any remaining Deposit shall be returned to the Developer within 30 days after final approval of the Application.

4. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity.* The Parties and their respective officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their respective officers, attorneys or employees.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of either Party not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of either Party hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

230 East Sixth Street Property Owners

George S. Henry

George S. Henry

Kathy R. Chandler-Henry

Kathy R. Chandler- Henry

STATE OF COLORADO)
)
COUNTY OF EAGLE)
)ss.

Subscribed and sworn to before me this 10th day of February, 2024 by
George S. Henry and Kathy R. Chandler-Henry

My Commission expires: 4/5/28.

Katelyn Antillon
Notary Public



EXHIBIT A
Legal Description of Property