

## SILVERTHORNE PASS THROUGH ACCOUNT AGREEMENT

THIS PASS THRU AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by and between the TOWN OF SILVERTHORNE, a Colorado municipal corporation (the "Town"), and \_\_\_\_\_ (the "Owner/Developer")

WHEREAS, § 4-1-6(1) of the Town of Silverthorne Municipal Code requires at the time an application for land use approval is first submitted to the Town, and prior to any review, the applicant shall pay to the Town the fee necessary to cover the administrative and review costs for each project requiring review. The applicant shall regularly maintain a minimum amount (established by the Community Development Department) in the account and replenish the account as it is drawn upon.

WHEREAS, this obligation to pay the Town for all applicable charges exists regardless of whether the project is approved, completed and/or regardless of whether the Owner/Developer chooses to complete the Town's land review process as a whole

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Owner/Developer agree as follows:

- 1) Payment. Owner/Developer agrees to pay the Town, regardless of completion of the Owner/Developer's project, regardless of approval of the Owner/Developer's project, and regardless of whether the Town's land review process as a whole is completed, for all applicable fees, as set forth in § 4-1-6 of the Town of Silverthorne Municipal Code, for all such cost incurred by the Town which are incurred as a result of, or which are otherwise related to, Owner/Developer's land use submission and its subsequent review and administration if approved.
- 2) Remedies. In the event Owner/Developer fails to pay the Town for all applicable charges as set forth in § 4-1-6, the Town shall have the following remedies:
  - a) The Town shall impose the remedies provided by § 4-1-6(3), as required, including the following:
    - i The Owner/Developer shall regularly maintain a minimum amount (established by the Community Development Department) in the account and replenish the account as it is drawn upon. Review will be terminated until the account is brought current;
    - ii The application will be deemed withdrawn if the account is not replenished within thirty (30) days of the issuance of notice indicating the minimum amount needed to continue review of project.
  - b) The Town may impose any or all of the following remedies, at its sole discretion:

- i The filing of a lien on the property which is or was the subject of the proposed development upon which the Town has not been paid for charges, thirty (30) days after written notice; and/or
  - ii The refusal to conduct construction or other inspections or issue building or other permits for any portion of the proposed development upon which the Town has not been paid; and/or
  - iii The refusal to issue a certificate of occupancy for any portion of the proposed development upon which the Town has not been paid; and/or
  - iv The refusal to accept any further land use applications from any Owner/Developer that has failed to pay the Town for applicable charges for any project.
- 3) Governing Law. This Agreement shall be governed by and construed in all respects according to the laws of the State at Colorado.
- 4) Headings. Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.
- 5) Modifications. No amendments to or modifications of this Agreement shall be made or be deemed to have been made, unless such amendments or modifications are made in writing and executed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

TOWN OF SILVERTHORNE

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

OWNER/DEVELOPER

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

WITNESSED BY:

\_\_\_\_\_