

Charge Back Signature Sign-Off

Project Number:	SUB20-002
Project Summary:	Douglas 234 F5 MDP
Please Rush:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

B. Simon

2/26/20

Project Planner

Date

CHARGE BACK AGREEMENT

THIS CHARGE BACK AGREEMENT is made and entered into this 18th day of February 2020, by and between the TOWN OF PARKER, a Colorado municipal corporation (the "Town"), and the owners of the property located at the Northeast corner of Chambers Road and Hess Road, Parker, Colorado (collectively, the "Owner").

WHEREAS, Section 13.01.080 of the Town of Parker Municipal Code requires that the Town be reimbursed for the cost of the time spent for engineering, planning, surveying, inspection, hydrological and legal services in reviewing development proposals and construction, plus fifteen percent (15%) for administrative costs (hereafter "Consultants' Time").

WHEREAS, this obligation to reimburse the Town for Consultants' Time exists regardless of whether the project is approved, completed, and/or regardless of whether the Owner chooses to complete the Town's land review process as a whole; and

WHEREAS, this Agreement memorializes the obligation by the Owner to the Town to reimburse the Town for all Consultants' Time as set forth in Section 13.01.080(c) of the Parker Municipal Code for the project described under TRAKiT# SUB20-002.

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 agree as follows:

1. Reimbursement. Owner agrees to reimburse the Town, regardless of completion of the Owner's project, regardless of approval of the Owner's project, and/or regardless of whether the Town's land review process as a whole is completed, for all Consultants' Time, as set forth in Section 13.01.080(c) of the Town of Parker Municipal Code, for all such costs incurred by the Town which are incurred as a result of, or which are otherwise related to, Owner's land use submission and its subsequent review.

2. Deposit. At the time of the execution of this Agreement, the Owner shall deposit with the Town the sum of \$7,000. The deposit, and any additional amounts deposited with the Town pursuant to this Agreement, shall be used to reimburse the Town for the amounts described in Paragraph 1 of this Agreement. If the deposit is depleted prior to the completion of the project, the Owner shall promptly deposit additional monies with the Town in an amount specified by the Town, but not to exceed the amount of the original deposit less any remaining deposit held by the Town. The parties understand and agree that the amount deposited with the Town is an estimate of the costs only, and that the Owner shall pay the amounts provided for in Paragraph 1 of this Agreement through the initial deposit and additional deposits, if necessary. If such additional amounts are not deposited when necessary, the Town may suspend or terminate the work described in Paragraph 1 of this Agreement, until such additional amounts are deposited with the Town, as provided herein. Additional amounts shall be deposited as determined by the Town to cover outstanding balances prior to recommencement of any work described herein. Any remaining deposit monies will be returned to the Owner.

3. Remedies. In the event Owner fails to reimburse the Town for all Consultants' Time as set forth in Section 13.01.080(c), the Town shall have the following remedies:

(a) The Town may impose the remedies provided by Section 13.01.80(c), as required, including the following:

i. The termination of the review process, including any and all inspections, if payment is not made in full within thirty (30) days of the issuance of the statement indicating the actual cost of Consultants' Time;

ii. The application being deemed withdrawn if the statement is not paid in full within thirty (30) days of the date of the issuance of the statement indicating the actual cost of Consultants' Time;

iii. The imposition of interest on the amount due and outstanding at the rate of one and one-half of one percent (1.5%) per month from the date when due.

iv. The initiation of an enforcement action for nonpayment of Consultants' Time to collect unpaid fees.

v. Certify that delinquent amounts, including interest to the Douglas County Treasurer, to be collected and paid over by the Douglas County Treasurer in the same manner as taxes, as provided by C.R.S. § 31-20-105.

(b) The Town may also 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 reimbursed for Consultants' Time; and/or

ii. The refusal to issue a building permit for any portion of the proposed development upon which the Town has not been reimbursed; 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 reimbursed; and/or

iv. The refusal to accept any further land use applications from any Owner which has failed to reimburse the Town for Consultants' Time for any project.

4. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Owner and a court of competent jurisdiction determines that the Owner was in default in the performance of the Agreement, the Owner shall pay the attorney fees, expenses and court costs of the Town.

5. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision 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.

6. Governing Law. This Agreement shall be governed by and construed in all respects according to the laws of the State at Colorado.

7. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

8. 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 PARKER, COLORADO

2/26/20
Community Development Director

OWNER:

FGG, Inc., d/b/a First Guardian Group, Agent

By: _____
Paul Getty, President, FGG, Inc.

Company: FGG, Inc., d/b/a First Guardian Group
Address: 97 East Brokaw Road, Suite 350
San Jose, CA 95112
Phone No.: (866) 398-1031

Witnessed by:

By: _____
Name: Lisa Mergen
Title: Office Manager

Exhibit A

<u>Entity</u>	<u>Ownership</u>
Charles A Archuletta as Trustee of the Archuletta Trust dated May 4, 1998, and any amendments thereto	4.08697%
Paul A Bargetzi and Gwen E Bargetzi, Husband and Wife	4.08697%
Donald Bass and Sandra Bass as Trustees of the Bass Living Trust	4.08697%
Barbara Berzack	8.17394%
Thomas M Cunningham, a single man	4.10746%
Dibble Enterprises Limited Partnership, an Arizona Partnership	5.44929%
Dan W Foos and Donna A Foos as Trustees of the Foos Family 1992 Trust	3.40581%
HOT Investments LLC, a Colorado limited liability company	8.17395%
Bryce W. Hunt, an unmarried man	4.08697%
JNP Chambers LLC, a Colorado limited liability company	5.44929%
Eugene W Opitek and Judith A Opitek as Trustees of The Opitek Family Trust	4.08697%
W. Alan Ruge, a married man as his sole and separate property	4.08697%
Shattuck Realty Inc., an Iowa Corporation	4.08697%
Steven N Torp and Adrienne Torp, Trustees of the Torp Family Trust	3.40581%
Sharon K Tripp as Trustee of the Sharon K Tripp Revocable Trust	4.08697%
DBSI Chambers & Hess Units, LLC, a Colorado limited liability company	29.13869%
	<hr/> 100.00000%

LETTER AGREEMENT

February 14, 2020

FGG, Inc., d/b/a First Guardian Group
Agent for Tenant-in-Common Owners
2025 Gateway Place, Suite 485
San Jose, CA 95110

Re: Letter Agreement regarding Charge Back Agreement of even date herewith (the "CBA") between the Town of Parker ("Town") and Owners (the "Owners") of property located at the northeast corner of Chambers Road and Hess Road, Parker, Colorado (the "Property")

Ladies and Gentlemen:


The undersigned, as buyer ("Buyer"), and the Owners, as seller, are parties to that certain Purchase and Sale Agreement dated October 15, 2018 (as amended, the "Agreement") pursuant to which the Buyer is acquiring the Property from the Owners. In connection with the Buyer's proposed development of the Property (the "Development"), Buyer has made certain applications to the Town (the "Applications"). In connection with the Applications, the Town is requiring that the Owners execute the CBA.

Buyer agrees that any and all costs and obligations imposed upon the Owners pursuant to the terms of the CBA shall be the sole responsibility of the Buyer, and that the Owners shall have no responsibility therefor. In the event that Buyer fails to pay any amounts demanded by the Town pursuant to the CBA, then the Owners shall have the right to pay such amounts and charge Buyer with the costs thereof.

Sincerely,

REPUBLIC INVESTMENT GROUP, LLC

By: _____


Grant Nelson, Manager