

CHARGE BACK AGREEMENT

THIS CHARGE BACK AGREEMENT is made and entered into this 22 day of September 2020 by and between the TOWN OF PARKER, a Colorado municipal corporation (the "Town"), and EVT Parker Colorado LLC (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# SUB20-025.

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 \$ 0.00. 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:

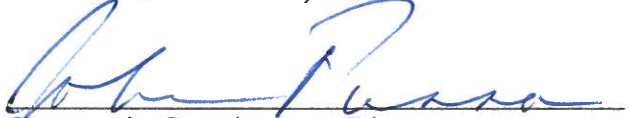
6. Governing Law. This Agreement shall be governed by and construed in all respects according to the laws of the State at Colorado.

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


Community Development Director

OWNER: EVT Parker Colorado LLC
[Company name, not signer's name]

DocuSigned by:

EF856FE82BD1472

[Please sign on line]
Craig F. Eisenberg, Member

[Signer's name and title]
Company: EVT Parker Colorado LLC
Address: 2710 E Camelback Rd. STE 210
Phoenix, AZ 85016
Phone No.: 602-468-6131

Witnessed by:



[Please sign on line]
Polly Maloich, Office Manager
[Signer's name and title]