

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2024 by and between the CITY OF GRAND JUNCTION, a Colorado home rule municipality, (“City”) and MESA COUNTY, COLORADO, a political subdivision of the State of Colorado (“County.”) City and County are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS:

The Parties have been working together for more than four decades to establish a riverfront trail to provide recreation and transportation mobility options to those who live and work within the City and County and those who visit the area. A riverfront trail is constructed along the Colorado River as far west as 20 Road and extends to just east of the Las Colonias Park in Grand Junction. The City and the County along with the State of Colorado acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission, referred to hereinafter as the “State” have been working diligently over the last year to obtain one of the last remaining areas for a trail connection between 27½ Road and 29 Road. City and County are referred to collectively as the “Parties” and individually as a “Party.” City, County and State shall be referred to collectively as “Partners.”

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

The City intends to obtain from Gavin W. Skinner (deceased), Bennie Dick Skinner, and David Lee Skinner (collectively “Owners”) a general warranty deed for the parcels located at 2767 C½ Road and 2773 C½ Road with parcel numbers 2945-244-00-255, 2945-244-00-203, 2945-244-00-074, and 2945-244-00-176 containing approximately 12.36 acres. Exhibit A attached hereto and incorporated herein is the legal description for the property to be obtained (“Property.”) The Partners shall equally participate in the purchase of the Property.

The City shall grant a Conservation and Trail Easement to the State for approximately 5.19 acres and a life estate back to Bennie Dick Skinner in approximately 7.17 acres. The two areas do not overlap. The life estate is contemplated in the purchase price of the Property.

By the terms hereof and the signatures affixed hereto, the Parties represent that each is ready, willing and able to perform the services set forth in this Agreement with the appropriate approvals from the City Council and the County Commissioners.

NOW, THEREFORE, and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. The above Recitals set forth above are incorporated herein by reference and explicitly made a part of this Agreement.

2. **PURCHASE PRICE AND COSTS:** County shall provide the City \$555,000.00 to purchase the fee title in the Property. The County's performance under this Agreement is conditioned on the City concurrently purchasing the fee title pursuant to the closing instructions agreed to by the Partners. City's performance is conditioned on the County and State each providing \$555,000.00 towards the purchase price of \$1,665,000.00. (The purchase price was determined after an appraisal of the Property and valuation of the life estate.) Each Partner shall also pay one-third of the direct acquisition's costs incurred including but not limited to: closing costs, title insurance, appraisal, phase I environmental, site assessment, and mineral assessment. Payment shall be made by the County at closing in the form of a cashier's check.

3. **AT CLOSING:**
 - a. City shall convey to the State a Conservation and Trail Easement substantially in the form of Exhibit B attached hereto. The Conservation and Trail Easement shall be recorded immediately following the recording of City's general warranty deed.

 - b. City shall execute the life estate conveyance to Bennie Dick Skinner. The life estate shall be recorded after the Conservation and Trail Easement.

4. **CLOSING:** The date and time of closing shall be by the mutual agreement of the Partners and Owners, but no later than 5:00 PM on December 31, 2024, at the offices of the title company.

5. **TERM:** The Parties' respective duties and obligations under this Agreement shall commence on the execution of the Agreement by both Parties and shall terminate on the sooner to occur of the Closing Date or December 31, 2024, except as otherwise provided in this Agreement.

6. **MAINTENANCE:** City, as owner of the Property, shall be responsible for the upkeep and maintenance of the Property, subject to the Conservation and Trail Easement. This provision shall survive the termination of this Agreement.

7. **DISPOSITION:** City will use the property for public purposes during the time of City's ownership and control of the Property. If the City transfers fee simple ownership of the Property or a portion of the Property to any other entity not formed or controlled by the City, the transfer shall include any necessary agreement(s) or deed restriction(s) to ensure the continued use of the transferred property for public purposes. If the City transfers fee simple ownership to any other entity not formed or controlled by the City for any purpose other than public purposes, the City shall pay to the County fifty percent of any amounts received in consideration for the transfer, less the value of any improvements on the portion of the Property transferred, less any costs incurred by the City to develop the Property and or subdivide the Property, less maintenance costs incurred by the City for the portion of the Property being transferred within the previous five years to the transfer. This provision shall survive the termination of the Agreement.

8. **TIME IS OF THE ESSENCE:** Time is of the essence hereof. If either Party is in default under this Agreement, the other Agreement shall have available to it all remedies at law and in equity.
9. **NOTICES:** Notices concerning this Agreement shall be made in writing and hand delivered to the addresses listed below:

City of Grand Junction
City Manager
250 North 5th Street
Grand Junction, Colorado 81501

Mesa County
County Administrator
544 Rood Avenue
Grand Junction, CO 81501

with a copy to

Office of the City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

Office of the County Attorney
544 Rood Avenue
Grand Junction, CO 81501

10. **HEADINGS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
11. **ENTIRE AGREEMENT:** The Parties acknowledge and agree that the provisions contained herein constitute their best understanding of the circumstances giving rise to this Agreement; however, each Party further acknowledges and agrees that alteration(s), amendment(s), change(s) or modification(s) to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by both Parties with the same formality as this Agreement.
12. **CONSTRUCTION AGAINST THE DRAFTER:** In the event of an ambiguity in this Agreement, the rule of construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.
13. **VENUE AND JURISDICTION:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, Mesa County, and Grand Junction; provided, that if there is a conflict between the laws, the laws of the State of Colorado shall govern. Any legal action shall be brought in the Mesa County District Court.
14. **COUNTERPARTS:** This Agreement may be executed in multiple identical original counterparts constituting one Agreement.
15. **THIRD PARTY ENFORCEMENT – NONE:** Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental, and do not create any rights for any third parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF GRAND JUNCTION

by: _____
Andrea Phillips, Interim City Manager

MESA COUNTY

by: _____
Bobbie Daniel, Chair
Board of County Commissioners

ATTEST:

by: _____
Mesa County Clerk to the Board