

RESOLUTION NO. 34-19

A RESOLUTION AUTHORIZING THE SALE BY THE CITY OF GRAND JUNCTION, COLORADO, OF CERTAIN REAL PROPERTY AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

Recitals:

The City of Grand Junction has offered for sale to Jennifer R. Taylor ("Taylor") certain real property described as Lot 16 of Filing One of the Dos Rios Subdivision as further described in the Mesa County land records ("Property" or "the Property.")

The Property, which is not a park, has not been used or held for park purposes and is not used or held for a governmental purpose, has long been recognized by the City as presenting significant opportunity for redevelopment. Taylor has been interested in and involved with developing a vision for reuse of the Property and in furtherance of her plan, as well as the City's overall plan for investment in and redevelopment of the area, the City Manager has negotiated with Taylor and proposes to sell the Property to her in accordance with the attached contract ("Contract.")

The negotiations by and between Taylor and the City also contemplated a lease of approximately an acre for redevelopment at the rate of \$1.00 per acre for a term of no less than 25 years ("Lease.") The Lease may be entered into at any time after closing on the Property and for up to three years thereafter. Sale of the Property to Taylor shall be a precondition to enter a Lease.

The City Council has reviewed the proposed sale and a majority of the members of the Council recommend the sale for the terms established herein and do hereby approve, authorize and ratify the sale in accordance with and pursuant to the Contract by and between Taylor and the City.

Furthermore, the City Council authorizes the City Manager to enter into a Lease on the terms established herein and pursuant to a form of the Lease approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Council hereby authorizes the sale of the Property to Taylor for \$42,000.00.
2. All actions heretofore taken by the officers, employees and agents of the City relating to the sale of the Property which are consistent with the provisions of the attached Staff Report and this Resolution are hereby ratified, approved and confirmed.

3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Staff Report, including but not limited to the delivery of the deed to the Property on or before the close of business on June 26, 2019.

PASSED and ADOPTED this 17th day of June 2019.



Rick Taggart
President of the City Council

Attest:



Selestina Sandoval
Deputy City Clerk



CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT TO BUY AND SELL REAL ESTATE is entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City" or "Seller" or "the Seller", and Jennifer R. Taylor, "Buyer" or "the Buyer."

1. Subject to the provisions set forth herein, the City hereby agrees to sell and the Buyer agrees to buy, upon the terms and conditions stated herein, the following described real property:

Lot 16 of the Dos Rios Subdivision Filing One as recorded in the Mesa County Clerk & Recorder's Office with Reception Number 2790938 in the City of Grand Junction, County of Mesa, State of Colorado, hereinafter referred to as "the Property".

2. The purchase price for the Property shall be \$42,000.00, payable in the form of "good funds" at closing. The City and the Buyer each agree to pay their own closing costs with the City bearing the expense of a standard owner's title insurance policy for the Property for the benefit of the Buyer.

3. The purchase price shall include the Property and any and all other rights appurtenant to the Property, free and clear of all taxes, special assessments, liens and encumbrances, except those of record and except those that may be created by a special taxing district or districts ("District(s)") for the Riverfront at Dos Rios project, including the Property. The District(s) will assist with the financing of the utilities and infrastructure for the Dos Rios project and the District(s) mill levy will not exceed 50 mils. At closing, Buyer agrees to execute a petition for the formation of the District(s) and to subsequently vote for the imposition of ad valorem property tax and debt required to finance the District(s)/infrastructure project to be constructed and maintained by the District(s). The form of the petition shall be determined by the City and shall bind any successor in interest to the Buyer and/or the ownership of the Property.

4. The City makes no warranties, express or implied, about the subsurface condition of the Property, including but not limited to environmental contamination. The Property is sold "as is" and the Buyer accepts, acknowledges and agrees to the same. The Buyer, by and with her signature, acknowledges that the City provides no warranties that the Property meets all applicable environmental regulations, standards or is suitable for her intended purposes. Possible contamination may include but not be limited to uranium mill tailings, lead and/or other characterized and/or uncharacterized waste.

5. The date of closing shall be the date for delivery of deed as provided in paragraph 6. The hour and place of closing shall be as designated by the City. Changes in time, place and date may be made with the consent of both the Buyer and the City.

6. Subject to payment or tender as above provided and compliance by both parties with the other terms and provisions hereof, the City shall execute and deliver a good and sufficient Special Warranty Deed to the Buyer.

7. If the District(s) is formed, taxes are levied and debt is authorized, electric, sewer and water capable of serving the intended use(s) will be installed to the Property line, at the expense of the District(s). The Buyer acknowledges that the Property is without and not served by electric, gas, water and sewer utilities as of this Contract. Irrigation water and broadband conduit may be installed to the Property's lot line at such time as the City and/or the District(s) provides such services to the Riverfront pursuant to development of the Riverfront at Dos Rios' infrastructure project. The Buyer acknowledges that the Property is without irrigation water and broadband utilities as of this Contract.

8. Gas will be installed and available in accordance with a schedule to be determined by XCEL Energy and at the cost of the City or District(s).

9. Although irrigation will be available, xeric landscaping and materials shall be utilized in development of the Property as more particularly described in the zoning regulations and/or covenants, conditions and restrictions applicable to the Property.

10. The City shall cause the level of the Property to be raised to an elevation of no less than all as more fully determined by separate agreement of the City and Buyer to be executed after Closing.

11. The City Property is zoned "planned development" and the Buyer has determined that the zoning district for the Property will allow her intended use(s).

12. The Buyer acknowledges that she/an entity that she may form or convey the Property will timely construct the intended use(s) on the Property and construction of the cantina use, as shown and described in the Buyer's proposal dated [REDACTED], is anticipated to be to complete by May 31, 2021, subject to completion by the City and/or taxing districts(s) of infrastructure.

13. The Buyer grants and conveys to the City the right for the City to repurchase the Property if Buyer fails to perform, including but not limited to construct the intended improvement(s); provided, however, that such right to repurchase shall terminate at such time as Buyer closes on construction financing for the cantina portion of the intended improvements.

14. The Buyer and the City intend to negotiate a lease of another parcel ("Leased Property") which terms and conditions are subject to a separate lease agreement as determined by the parties.

15. The parties stipulate and agree that the description of the Property is newly created and described and that City warrants the title in accordance with the Special Warranty Deed.

16. Possession of the Property shall be delivered to the Buyer at closing if the City fails to deliver possession at closing, the City shall be subject to eviction and shall be liable for a daily rental of \$50.00 until possession is delivered.

17. If payment due hereunder is not made, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF THE CITY IS IN DEFAULT, then the Buyer may elect to treat this Contract as (1) terminated, in which case all payments and things of value received hereunder shall be paid to the Buyer and the Buyer may recover such damages as may be proper, or (2) being in full force and effect and the Buyer shall have the right to an action for specific performance or damages, or both.

(b) IF THE BUYER IS IN DEFAULT, then the City may elect to treat this Contract as (1) terminated, in which case all payments and things of value received hereunder shall be paid to the City and the City may recover such damages as may be proper, or (2) being in full force and effect and the City shall have the right to an action for specific performance or damages, or both.

(c) Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Contract, each party shall pay such party's own costs and attorneys' fees.

18. This entire Contract and the City's obligation to proceed under its terms is expressly conditioned upon the consent and approval of the City Council of the City of Grand Junction. If such consent and approval is not obtained on or before June 6, 2019, then this Contract shall automatically become void and of no effect.

19. The parties hereto represent to each other that this Contract and the sale and purchase of the Property hereby contemplated were brought about without the efforts of any brokers or agents and that neither party has engaged or dealt with any brokers or agents in connection with this Contract. Each party agrees to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party as a result of dealings claimed to have been conducted with the respective party.

20. All notices or other communications between the parties hereto shall be delivered by United States Certified Mail, return receipt requested, and shall be deemed served upon the receiving party as of the date of mailing indicated on the postal receipt, addressed as follows:

To the City:

John Shaver
c/o City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501
(970) 244-1508

To the Buyer:

John Howe
c/o Hoskin, Farina & Kampf
200 Grand Avenue, Suite 400
Grand Junction, Colorado 81502
(970) 986-3400

21. This Contract embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Contract and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

22. The Property is within the boundary of the Downtown Development Authority and will be subject to the DDA mill levy as well as all other special taxing districts. The Buyer is aware of those districts and the attendant tax obligations and agrees to pay those obligations as accrued. The Property is not within the Business Improvement District; if the Purchaser desires inclusion in the BID it may petition therefor after closing.

23. This Contract and the agreements arising out of and under it shall be governed and construed by the laws of the State of Colorado. Venue shall be in Mesa County, Colorado.

24. The Buyer and the City have each obtained the advice of their own legal and tax counsel.

25. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth herein. By their signatures the parties accept, acknowledge and agree to the foregoing terms. Each party further acknowledges that he/she is authorized to sign and bind the entity for which he/she signs.

26. The Buyer and Seller by and with their respective signatures agree, understand and confirm the terms and obligations of this Contract.

Buyer – Jennifer R. Taylor

Seller – City of Grand Junction

Greg Caton, City Manager
Seller Signature & Date