



## BOARD OF COMMISSIONERS

District 1 – Cody Davis 970-244-1605

District 2 – Scott McInnis 970-244-1604

District 3 – Janet Rowland 970-244-1606

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City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

This Letter of Intent (LOI) represents the basic terms and understanding of a possible, future, Agreement between Mesa County, a political subdivision of the State of Colorado, by and through the Mesa County Board of County Commissioners (“County”), and the City of Grand Junction (“City”) a Colorado Home Rule Municipality. The City and the County may be referred to as “Parties” or “the Parties”.

This LOI reflects the present concepts for the transactions contemplated and generally described herein; a final and complete agreement will need to be negotiated. This LOI does not constitute and shall not be construed to constitute an enforceable agreement at this time. This LOI shall be superseded by a lease agreement, if any, as agreed to and executed by the Parties. Although this LOI is intended by the Parties to describe a transaction contemplated herein at the time of its execution, nothing herein shall obligate or bind any party to any term(s), condition(s) or agreement(s) and no party shall assert a claim or incur any liability arising out of the execution of this Letter of Intent.

The City owns real property located at 2553 Riverside Parkway, Grand Junction, Colorado (legal description to be determined) (“Property”). The County desires to lease the Property, including rights of ingress and egress, from the City for construction of a new transit fleet maintenance facility (“Facility”). The Facility is to be a free-standing building, owned and maintained by County. The County has secured funding for the Facility through grants and other available funds.

The Parties agree that this LOI is in anticipation of the County commencing design and other due diligence to determine the feasibility of the Facility and assuming that the County determines the Property will meet its needs, for the Parties to negotiate terms and conditions of a lease. The City Charter limits lease terms to 25 years.

Once signed this LOI shall serve to grant the County reasonable access to the Property for the purpose investigate the Property and its suitability for the County’s intended use. The County may conduct surveys and surface testing and inspections of the Property as it determines to be necessary or required, any boring(s), testing or subsurface investigation(s) shall be performed only after advance written approval by the City, which approval shall not be unreasonably withheld.

The Parties agree that County will be fully responsible for all utilities, design and construction costs, and maintenance of the Facility if the Property is deemed by the County to be suitable for the Facility/intended use and the Parties come to mutually acceptable lease terms and conditions.

If the Parties are unable to agree to the terms of a lease agreement either party may terminate this Letter of Intent upon 7 days’ written notice to the other party. If not terminated earlier, this LOI shall expire on December 31, 2023 or be terminated by the Parties entering a lease.




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If the above terms are acceptable, please sign this Letter of Intent in the space provided below. Letter is executed upon signature of both parties.

Sincerely,

  
\_\_\_\_\_  
Cody Davis, Chair                      11/22/2022  
Board of County Commissioners      Date

  
\_\_\_\_\_  
Anna M. Stout, President              12/8/22  
Grand Junction City Council          Date