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**CITY COUNCIL AGENDA  
WEDNESDAY, MAY 15, 2024  
250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM  
5:30 PM – REGULAR MEETING**

**Call to Order, Pledge of Allegiance, Moment of Silence**

**Proclamations**

Proclaiming May 12 - May 18, 2024 as National Police Week in the City of Grand Junction

Proclaiming May 19 - May 25, 2024 as National EMS Week in the City of Grand Junction

Proclaiming May 18, 2024 as Colorado Public Lands Day in the City of Grand Junction

**Public Comments**

*Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.*

*The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, May 15, 2024 or 4) submitting comments [online](#) until noon on Wednesday, May 15, 2024 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**Interim City Manager Report**

**Boards and Commission Liaison Reports**

**CONSENT AGENDA**

*The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.*

**1. Approval of Minutes**

- a. Summary of the April 29, 2024 Workshop
- b. Minutes of the May 1, 2024 Special Meeting
- c. Minutes of the May 1, 2024 Regular Meeting

**2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance Making Supplemental Appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2024 and Ending December 31, 2024, and Setting a Public Hearing for June 5, 2024

**3. Agreements**

- a. Authorization to Defer TCP Fees for Blackout Sports

**4. Procurements**

- a. Construction Contract for 27 Road Safe Routes to School Project (SRTS)

**Regular Agenda**

*If any item is removed from the Consent Agenda by City Council, it will be considered here.*

**5. Agreements**

- a. A Resolution Authorizing the Interim City Manager to Sign a Contingent Offer to Purchase Property at or Near 2767- 2773 C1/2 Road Including Two Unaddressed Parcels in Grand Junction, Colorado

**6. Resolutions**

- a. A Resolution Updating City Park Rules

**7. Non-Scheduled Comments**

*This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.*

**8. Other Business**

**9. Adjournment**



*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of our local law enforcement agencies, to include the Mesa County Sheriff's Office, the Grand Junction Police Department, the Palisade Police Department, the Fruita Police Department, Collbran Marshal's Office, De Beque Marshal's Office, and the Colorado State Patrol; and

**Whereas,** approximately 55,000 assaults against law enforcement officers are reported on average each year, resulting in more than 16,000 injuries; and

**Whereas,** since the first recorded death in 1786, more than 26,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including five from local law enforcement agencies: Mesa County Sheriff Deputy Edward Innes was killed on September 27, 1906, during an inmate jail escape, Colorado State Patrol Sergeant Wesley Rosette was killed in a crash on January 31, 1951, Fruita Police Department Acting Chief Dan Dalley was killed in a motorcycle crash in June 2001, Deputy Derek Geer, of the Mesa County Sheriff's Office, died after being shot by an armed suspect in February of 2016, and Sergeant Wayne Weyler lost his battle to COVID-19 in December of 2021; and

**Whereas,** the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

**Whereas,** 134 officers were killed in the line of duty in 2023, three of whom were fallen Colorado heroes: Sergeant Michael Moran of the Cortez Police Department, Community Parole Officer Christine Guerin-Sandoval of the Colorado Department of Corrections, and Officer Julian Becerra of the Fountain Police Department. Their names will be added to the National Law Enforcement Officers Memorial located in Washington, D.C., this year; and

**Whereas,** May 15 is designated as Peace Officers Memorial Day and the week of May 12 through May 18, 2024, is National Police Week.

**NOW, THEREFORE,** I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim May 12 - 18, 2024 as

## *"National Police Week"*

in the City of Grand Junction, and publicly salute the service of law enforcement officers in our community and in communities across the nation.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15<sup>th</sup> day of May 2024.

  
\_\_\_\_\_  
Mayor



*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** this year, as we recognize the 50th anniversary of the first National EMS Week, we honor those who came before us, especially those who challenged the status quo and raised the bar for all of us; and
- Whereas,** the members of emergency medical service teams are ready to go beyond the call to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- Whereas,** access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- Whereas,** emergency medical service providers have traditionally served as the safety net of America's health care systems; and
- Whereas,** emergency medical service teams consist of emergency medical technicians, paramedics, firefighters, dispatchers, emergency nurses, emergency physicians, and others; and
- Whereas,** the members of emergency medical service teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- Whereas,** the Community of Grand Junction benefit daily from the knowledge, skills, and selfless service of these highly trained individuals; and
- Whereas,** it is appropriate to recognize the value and the accomplishments of emergency medical service providers by recognizing Emergency Medical Services Week.

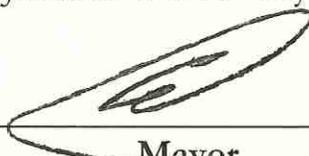
**NOW, THEREFORE,** I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the week of May 19 – May 25, 2024 as

## *“Emergency Medical Services Week”*

in the City of Grand Junction and encourage the community to observe this week with appropriate programs, ceremonies, and activities.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15<sup>th</sup> day of May 2024.

  
\_\_\_\_\_  
Mayor



*City of Grand Junction, State of Colorado*

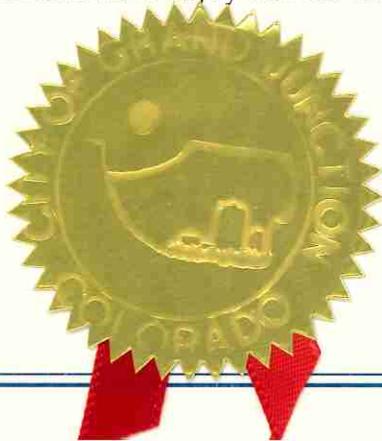
# Proclamation

- Whereas,** the City of Grand Junction is home to a wealth of regional recreational assets on its public lands, including the North Fruita Desert Trails, Bangs Canyon Recreation Area, river running on the Colorado and Gunnison, and the Riverfront Trail; and
- Whereas,** the City of Grand Junction derives numerous benefits from the conservation of public lands such as Colorado National Monument, Dominguez-Escalante National Conservation Area, and Black Ridge Canyons Wilderness; and,
- Whereas,** the City of Grand Junction is fortunate to have such a wealth of conserved public lands in its vicinity. These lands contribute to the quality of life of residents and visitors alike and provide a legacy for future generations; and
- Whereas,** these public lands offer a wide range of benefits, including opportunities for outdoor recreation, such as hiking, camping, fishing, and mountain biking, and contribute to improved health and quality of life by providing clean air and water, protecting biodiversity, and offering scenic vistas that promote well-being; and
- Whereas,** public lands play a vital role in the local economy by supporting tourism, recreation-based businesses, and job creation; and
- Whereas,** Colorado Public Lands Day is an opportunity for the community to celebrate the importance of public lands and to recognize the many benefits they provide; and
- Whereas,** it is also a time to reflect on the responsibility that we all must protect and preserve these special places for future generations; and,
- Whereas,** the State of Colorado created Colorado Public Lands Day a decade ago in 2016;

**NOW, THEREFORE,** I, Abram Herman, Mayor of the City of Grand Junction, do hereby proclaim and recognize the 10th anniversary celebration of *Colorado Public Lands Day* on May 18, 2024 in the City of Grand Junction and encourage all community members to participate in activities that celebrate, appreciate and give back to our public lands.

## ***“Colorado Public Lands Day***

in the City of Grand Junction and call upon all community members to help recognize Colorado Public Lands and enjoy the diverse benefits to our community members.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Mayor

## **GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY April 29, 2024**

**Meeting Convened:** 5:30 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

**City Councilmembers Present:** Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson, and Mayor Pro Tem Abe Herman. Mayor Anna Stout was absent.

**Staff present:** Interim City Manager Andrea Phillips, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Ken Sherbenou Parks and Recreation Director, Engineering and Transportation Director Trent Prall, Community Development Director Tamra Allen, Housing Manager Ashley Chambers, Finance Director Jennifer Tomaszewski, Randi Kim Utilities Director, City Clerk Amy Phillips, and Deputy City Clerk Krystle Koehler.

- **Discussion Topics**

- a. **Community Recreation Center Final Design Update**

Parks and Recreation Director Ken Sherbenou introduced this item along with representatives from the construction and design team, reported that the Grand Junction Community Recreation Center (CRC) is at the final design stage and is ready for presentation to the City Council and the community and will be followed by more community presentations the following day. The presentation was the culmination of almost a year's worth of in-depth design as well as many decades of planning and community effort to bring the new Recreation Center to fruition.

They reported that the CRC, when constructed, will fill a major gap in the community's infrastructure by being the first multipurpose indoor recreation center in Grand Junction. The 2021 Parks, Recreation and Open Space Master Plan, driven by community input such as a statically valid mail survey, revealed that the highest priority of the community was to build a community recreation center. This was further confirmed by a statistically valid phone survey conducted by professors from Colorado Mesa University in February 2022.

With an extensive public process and multiple opportunities for community feedback, this CRC Plan envisioned the construction and operation of an approximately 83,000 square foot facility that is planned to provide, but not be limited to, a multi-generational aquatic area with lazy river, zero depth entry, playground and slides, a cool water lap pool, and a warm water therapy pool, a multi-sport gymnasium, an indoor walk/jog track, fitness and weights area, multipurpose meeting rooms, and other community gathering and recreation spaces. The plan was adopted by the City Council in November 2022 and led to an April 4, 2023, ballot proposal asking voters to authorize a 0.14 percent sales tax increase and to authorize the City to incur debt to fund the new recreation center.

After a successful election, the City issued a Request for Proposals (RFP) that led to the selection of Barker-Rinker-Seacat and Chamberlin Architects, along with a full team of engineers in all requisite trades, to complete the design and engineering of the CRC. Following the selection of BRS - Chamberlin Architects, the City released an RFP for Construction Management - General Contractor (CMGC) services for the new CRC. FCI constructors was selected to serve as the

Construction Manager/General Contractor.

FCI provided in-depth cost opinions in the schematic design phase and the design development phase, along with constructability guidance and engagement with sub-consultants who will be submitting formal bids. This ensures keeping the project on budget while informing decisions that maximize community benefit. BRS also led the update of the Pro Forma to account for the design that has the CRC at 109,000 square feet. This effort focuses on exceeding community expectations for the new community recreation center.

Next, BRS will create construction documents that FCI will use to gather formal bids in all the trades necessary to construct the CRC. An early release package to include earthwork and deep foundations is anticipated this summer for City Council consideration, followed by a Guaranteed Maximum Price (GMP) that will guarantee delivery of the CRC as represented in the construction documents. The official groundbreaking is scheduled for Saturday, June 1 at 10 a.m. at Matchett Park. A 5k walk/run, a disc golf tournament, a virtual tour of the staked-out CRC and other family-friendly activities are planned before and after the 10 a.m. groundbreaking ceremony. The CRC construction is then scheduled to proceed for approximately 22 months with a CRC grand opening anticipated in mid-2026.

Discussion following the presentation included:

- The expansion to 107,000 square feet within budget, site design decisions, and floor plan refinements,
- Features of the Recreation Center emphasize various pools, fitness areas, and community spaces,
- Budget management alternatives and admission fee adjustments based on market comparisons,
- Financial projections, partnerships, and revenue sources,
- Considerations for outdoor areas, revenue generation, partnerships, senior citizen spaces and fees, and operational logistics,
- Efforts towards sustainability, stormwater management, energy efficiency, contingency funds and future expansion plans,
- Renewable energy sources and building orientation.

Commitment to sustainability, energy efficiency, and responsible budgeting were recurrent themes.

**b. Water-Wise Landscaping and Turf Limitation on Single-Family and Duplex Lots**

Tamra Allen Community Development Director introduced this item. She stated to stem water shortage issues, the State of Colorado General Assembly recently passed legislation restricting the installation of non-native, water-intensive turf and expanding property owner rights to install xeriscape, particularly in residential areas subject to homeowners' association (HOA) rules. The bill does not apply to residential properties; however, some cities within Colorado are beginning to adopt regulations to limit turf on residential properties. Staff researched recent developments at the state level regarding turf limitation and water-wise landscaping. Staff also surveyed twenty cities and one county to identify localities actively regulating turf in single-family residential or duplex development, as well as to understand the spectrum of possible regulatory tools to limit turf on these types of properties.

The City updated its landscape code regulations on January 23, 2023, which included the introduction of a 15 percent turf maximum for non-functional turf on non-residential and multifamily properties. The Zoning and Development Code (ZDC) defines non-functional turf as “an area of turf measuring no less than 30 feet in width and length with a minimum area of 1,500 square feet for common recreational uses open to the public, members of a neighborhood, or clients and/or customers of a commercial or office use”.

The City already bans the installation of invasive species and has several tools in place, such as the Suitable Plant List, to ensure staff can apply the regulations in a standardized manner. The Suitable Plant List also indicates which species meet the required minimums for water-wise and native plants. These standards require that:

- At least 25 percent of proposed shrubs are native or native alternatives.
- At least 90 percent of proposed shrubs are xeric, xeric-low, xeric-medium, or low water.
- At least 50 percent of proposed trees have a “preferred planting” status.
- No more than 15 percent of proposed trees have a “limited” status.

While single-family and duplex subdivisions adhere to these regulations as it relates to landscaping required along the perimeter street frontage(s) of a development, the ZDC does not currently regulate landscaping or limit turf on individual single-family and duplex lots.

Apart from existing regulations, the City's Turf Conversion Program is an existing non-regulatory effort led by the City's Utilities Department to assist property owners by providing a rebate of \$1 per square foot of living turf when converted to low water plants. The City also provides a tree assessment, support with calculating a water budget, and other irrigation related rebates. Some goals of the program include reducing outdoor water use by 40 percent, decreasing the heat island effect, protecting existing trees, and expanding the urban tree canopy.

While it can be assumed that limitations on turf installation will further reduce the extent of turf installation, it is noteworthy that the trend appears to be a reduction in the presence of turf on single-family properties over time.

Discussion included:

- **Compliance with State Law:** The City needs to align its regulations with the new state law.
- **Possible Actions:** Options include allowing water-wise grass seeds, updating regulations, or exploring more stringent measures.
- **Examples of Regulations:** Some cities like Castle Rock and Broomfield have stringent regulations, including turf size maximums.
- **Concerns about Affordability:** Some Councilmembers are concerned about costs for single-family properties and aim to balance water conservation with affordability.
- **Consideration of Cost Savings:** Long-term savings from water conservation were discussed, along with the potential benefits of native vegetation.
- **Exploration of Regulatory Tools:** The Council expressed an interest in exploring tools like restricting turf size or requiring adherence to certain principles.
- **Concerns:** Staff voiced concerns about overwatering in water-wise landscaping, the capacity for enforcement, and the need for water-wise education.
- **Exploring Alternatives:** Instead of banning turf outright, Council considers guidelines and incentives for sustainable landscaping.

- **Grass Seed Options:** Hybrid grass varieties that require less water and educate residents about native species.
- **Balancing Water Conservation and Affordability:** There's a focus on promoting sustainable landscaping while minimizing barriers to homeownership.
- **Interest in Approved Landscape Plans:** Council expressed interest in requiring approved plans for new construction, potentially with a required plants list.
- **Interest in Granular Water Rates:** There was interest in setting water rates based on user type to incentivize conservation.

Overall, there was a consensus to explore measures that promote water-wise landscaping while balancing affordability and practical considerations. Council directed staff to further explore recommendations and place this item in a future workshop.

**c. Impact Fee Exemptions and Waivers for Affordable Housing**

Ms. Allen stated this item concerns the formulation of a policy for Impact Fee Exemptions and Waivers, specifically targeting the facilitation of Affordable Housing unit development to increase overall housing production. The focus is on first, the unique situation whereby Colorado Law exempts Housing Authorities from paying fees related to development and the consideration of whether to exempt or waive/backfill all or some of the fees due for the recent "The Current" project by Grand Junction Housing Authority (GJHA). Second, determine if Council desires to establish a more structured incentive policy for other affordable housing developers.

Impact fee exemptions and impact fee waivers were the subjects of inquiry at the January 30, 2024, special meeting, during which funding for the GJHA "The Current" project was approved. It was represented at that meeting that the City is exempting \$757,184 in fees for the project. The question arose whether the City should "backfill" the fee accounts with non-fee revenue. Colorado's law (C.R.S. 29-4-227(1)) exempts housing authorities from paying development-related fees due to the local government; as such, these projects have not been paid nor backfilled by other City funds.

Other low- and moderate-income housing projects are not exempt from fee payment by local code or state law. Typically, low-income housing projects have approached the City to pay all or a portion of the development fees that are due. If requests are approved, funds have been allocated from the General Fund or other sources like the Community Development Block Grant (CDBG). The City has historically taken the position that the fees are not exempt and need to be paid in full; however, the Code provides the City Council with the discretion to pay for some, none, or all the impact fees imposed on low-or moderate-income housing development to promote housing of affordability as enabled by CRS.290290194.5(c)(5).

At the April 1 workshop, Council discussed various options for the fees as they related to GJHA's "The Current" project. The options ranged from:

1. Exempt all fees
2. Exempt all impact fees, and the City pays on behalf of GJHA the Plant Investment Fees
3. Exempt all Plant Investment Fees, and the City pays on behalf of GJHA the Impact Fees
4. The City pays on behalf of GJHA all fees due

Staff recommends continuing to exempt from payment those governments and housing authorities that are exempt from state law and City Code from fee payment and continuing the practice of not backfilling those fees. The fees related to "The Current" are as follows. The cost associated with each option is provided below as it relates to options 1-4 listed above.

Fee Type	Fee Amount	Option 1	Option 2	Option 3	Option 4
Major Site Plan Application		\$785	\$0	\$0	785
Stormwater Inspection Fee		\$973	\$0-	\$0	\$973
Open Space Fee		\$281,000	\$0	\$0	\$281,000
Police Impact Fee		\$12,258	\$0	\$0	\$12,258
Fire Impact Fee		\$28,620	\$0	\$0	\$28,620
Parks Impact Fee		\$51,948	\$0	\$0	\$51,948
Transportation Impact Fee		\$166,050	\$0	\$0	\$166,050
Sewer Plant Investment Fee		\$215,550	\$0	\$215,550	\$0
Total		\$757,184	\$0	\$215,000	\$539,876

Council consensus was Option 4.

For entities not exempted from fee payment, staff recommended one of the following options:

1. Continue to require fees to be paid for non-exempt entities building affordable housing. Funding to backfill could be provided by the City on a case-by-case basis or through a formalized affordable housing incentive policy. Either backfilling option would require funding to be assigned through the annual budget process from General Fund dollars.
2. Require Enterprise Fund Fees (water and sewer) to be paid, but not Impact fees (pursuant to GJMC 21.02.0670(a)(10))
3. Do not require either Enterprise Funds for Impact Fees to be paid (in full or part), (pursuant to GJMC 21.02.0670(a)(10))

Summary of the key discussions regarding fee waivers for affordable housing projects:

- **Financial Implications:** Councilmembers expressed concerns about the long-term impacts of not collecting these fees, highlighting the need to cover costs through future fee adjustments or other revenue sources.
- **Support for Affordable Housing:** There was recognition of the importance of supporting affordable housing initiatives and reducing barriers to such projects, while also ensuring financial sustainability for the City.
- **Decision on Backfilling Fees:** Council seems inclined not to backfill fees for Housing Authority projects, acknowledging the impact on the budget and the need for adjustments or additional funding sources in the future.
- **Proposed Structure for Fee Waivers:** The presentation outlined options for fee waivers for affordable housing projects, focusing on incentivizing affordability in both private and nonprofit developments.
- **Complexities of Defining Affordability:** The discussion delved into the complexities of defining affordability and incentivizing developers, with suggestions to simplify the approach based on deed restrictions or income thresholds.
- **Budgeting Challenges:** There was agreement on the need for annual decisions regarding budgeting for incentives and the importance of flexibility while ensuring predictability for developers.
- **Alignment with City Goals:** Discussions focused on aligning budgeting processes with the City's goals, including the creation of affordable housing units, and exploring alternative mechanisms like shared equity models.
- **Addressing Barriers and Finding Solutions:** The conversation highlighted challenges with insurance liability, legislative barriers, funding utilization, and strategies to incentivize private investment in affordable housing.

Overall, the discussion underscored the importance of balancing affordability goals with financial sustainability and finding innovative solutions to increase the availability of affordable housing.

### **Board & Commissions Selections**

Council decided which members would represent Council on the various boards, committees, commissions, authorities, and organizations. Annually, this activity is conducted.

Assignments were discussed and agreed upon. A resolution will formalize the discussion at the May 1, 2024, City Council meeting.

### **3. City Council Communication**

The following items were advanced:

- Concerns about the Airport Alliance's transparency and reporting requirements.
- Improving Efficiency: There's a suggestion to potentially receive meeting packets earlier to allow for more time to review materials before meetings, with the acknowledgment that it may involve complex conversations about deadlines and processes.

The meeting concluded with a discussion about future workshop topics and scheduling, reviewing upcoming agenda items such as policy updates, housing strategies, alley improvements, and business licensing discussions. The meeting adjourns after confirming the schedule.

### **3. Adjournment**

There being no further business, the Workshop adjourned at 8:44 p.m.

**GRAND JUNCTION CITY COUNCIL  
MINUTES OF THE SPECIAL MEETING**

**City Hall Administration Conference Room**

**May 1, 2024**

**Call to Order**

Council President *pro tem* Abe Herman called the Special Meeting of the Grand Junction City Council to order at 4:32 p.m. on the 1<sup>st</sup> day of May 2024.

Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson, and President *pro tem* Abe Herman were present. Council President Anna Stout was absent.

Also, present was Interim City Manager Andrea Phillips, City Attorney John Shaver and Engineering and Transportation Director Trent Prall.

President *pro tem* Herman asked for a motion and second to convene in Executive Session.

Councilmember Nguyen moved and Councilmember Reitz seconded to convene into Executive Session *TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND/OR 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 2767 - 2773 C ½ ROAD, GRAND JUNCTION, COLORADO.*

With a unanimous vote (6:0) the Executive Session was convened in accordance with the posted notice and for the purpose stated. The meeting was conducted in the City Hall Administration Conference Room. The time was 4:33 p.m.

Upon completion of the Executive Session, Councilmember Kennedy moved, and Councilmember Nguyen seconded a motion to adjourn the Executive Session. The motion passed 6:0.

Council President *pro tem* Herman reconvened the Special Meeting at 4:55 p.m. and stated for the record that Council met in Executive Session *TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND/OR 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 2767 - 2773 C ½ ROAD, GRAND JUNCTION, COLORADO.*

**Adjournment**

There being no further business or discussion, Council President *pro tem* Herman adjourned the Special Meeting at 4:56 p.m.

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Amy Phillips, City Clerk



**Grand Junction City Council**  
**Minutes of the Regular Meeting**

**May 1, 2024**

**Call to Order, Pledge of Allegiance, Moment of Silence**

The City Council of the City of Grand Junction convened into regular session on the 1<sup>st</sup> day of May 2024 at 5:30 p.m. Those present were Councilmembers Cody Kennedy, Dennis Simpson, Jason Nguyen, Randall Reitz, Scott Beilfuss, Council President Pro Tem Abe Herman, and Council President Anna Stout was absent.

Also present were Interim City Manager Andrea Phillips, City Attorney John Shaver, Community Development Director Tamra Allen, Planning Supervisor Niki Galehouse, General Services Director Jay Valentine, Senior Planner Timothy Lehrbach, City Clerk Amy Phillips, and Deputy City Clerks Selestina Sandoval and Krystle Koehler.

Council President Herman called the meeting to order. Councilmember Reitz led the Pledge of Allegiance, followed by a moment of silence.

**Appointments**

**Election of Council President/Ex-Officio Mayor and Council President Pro Tem/Ex-Officio Mayor Pro Tem**

Councilmember Kennedy moved, and Councilmember Nguyen seconded to nominate Council President Pro Tem Herman as Council President/ Ex-Officio Mayor.

Councilmember Simpson moved, and Councilmember Kennedy seconded to close the nominations for Council President/Ex-Officio Mayor. Motion carried by unanimous voice vote.

Motion carried by roll call vote 5-1, with Councilmember Beilfuss voting No.

Newly elected Council President Herman moved, and Councilmember Nguyen seconded to nominate Councilmember Reitz as Council President Pro Tem/Ex- Officio Mayor Pro Tem.

Councilmember Nguyen moved, and Councilmember Simpson seconded to close nominations for Council President Pro Tem/Ex- Officio Mayor Pro Tem. Motion carried by unanimous voice vote.

Motion carried by roll call vote 5-1, with Councilmember Beilfuss voting No.

City Clerk Amy Phillips administered the oaths of office to Council President Herman and Council President Pro Tem Reitz.

## **To the One Riverfront Commission**

Councilmember Nguyen moved, and Council President Pro Tem Reitz seconded to reappoint David Varner to a term expiring July 2027, and to appoint Hayden Janssen and Meg Thorton to terms expiring July 2027, and to appoint Jason Andrews to a partial term ending July 2025. Motion carried by unanimous voice vote.

## **Public Comments**

There were none.

## **Interim City Manager Report**

Interim City Manager Phillips congratulated Council President Herman as Mayor and presented a card from staff which thanked him for his role as Council President Pro Tem. Interim City Manager Phillips stated she took part in her first Coffee with the City Manager Event and said the Community Recreation Center designs were rolled out at the Lincoln Park Barn and the groundbreaking is scheduled for June 1, 2024.

## **Board and Commission Liaison Reports**

Councilmember Nguyen shared Grand Valley Regional Transportation Committee voted to make a service change for Grand Valley Transit and shorten Saturdays.

Councilmember Simpson gave updates on the Business Incubator Center.

Councilmember Kennedy shared the Grand Junction Economic Partnership is bringing Amazon to Grand Junction, and the Museum of Western Colorado has a new Director.

Council President Pro Tem Reitz had updates on the Grand Junction Housing Authority.

Councilmember Beilfuss shared Commission on Arts and Culture dispersed \$70,000 to community nonprofits and attended the Housing Resources Trailer Park Seminar.

Council President Herman updated Downtown Development Authority events happening, and, stated that Main Street was ranked number 8 in the top main streets in America Awards.

## **CONSENT AGENDA**

- 1. Approval of Minutes**
  - a. Minutes of the April 1, 2024 Special Meeting
  - b. Minutes of the April 3, 2024 Special Meeting
  - c. Summary of the April 15, 2024 Workshop

d. Minutes of the April 17, 2024 Regular Meeting

## 2. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation's Multitmodal Project Discretionary Grant Opportunity for a Pedestrian/Bicycle Facility over I-70 at 26 1/2 Road
- b. A Resolution Supporting the Grant Application for a Bureau of Reclamation Grant for the Juniata Enlarged Ditch Piping Project
- c. A Resolution Authorizing an Outdoor Dining Lease to Gears and Grinds, LLC dba Mountain Air Roasters Located at 126 North 7th Street
- d. A Resolution Authorizing an Outdoor Dining Lease to CRU Hospitality, LTD dba Cruise Control Located at 555 Colorado Avenue

Councilmember Kennedy moved, and Councilmember Nguyen seconded to adopt Consent Agenda Items #1- #2. Motion carried by unanimous voice vote.

### Regular Agenda

#### A Resolution Assigning City Councilmembers to Various Boards, Commissions and Authorities

Annually, the City Council reviews and determines who on the City Council will represent the City Council on various boards, committees, commissions, authorities, and organizations.

City Attorney John Shaver presented this item.

Councilmember Simpson acknowledged there had been a change to one of the boards and stated the Business Incubator Center would be represented by Councilmember Beilfuss.

Council President Herman asked for the list be read to ensure it was correct before voting.

The public comment period opened at 5:59 pm.

There were no public comments.

The public comment period closed at 5:59 pm.

Council President Pro Tem Reitz moved, and Councilmember Nguyen seconded to adopt Resolution No. 33-24, a resolution appointing and assigning City Councilmembers to represent the City on various boards, committees, commissions, authorities, and organizations. Motion carried by unanimous voice vote.

**An Ordinance Authorizing a 25-Year Lease of City Property Located in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 22, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction to Buena Vida HQ, LLC**

Buena Vida HQ, LLC seeks to lease 26,395 square feet of City property located in the Colorado River floodway. The property is situated to the southwest of Buena Vida HQ, LLC's own parcel located at 535 Hale Avenue. Buena Vida HQ, LLC intends to use the leased land as a primitive campground for approximately 20 tent sites as part of the greater El Jet's Cantina + Sky Outpost, an upcoming campground, hospitality and outdoor recreation hub in the Riverfront at Dos Rios Development. El Jet's Cantina + Sky Outpost is currently under review for a revised submittal of their proposed site plan.

Community Development Director Tamra Allen presented this item.

Conversation ensued regarding the subsidized lease rate, reason for subsidizing, and other possible uses for this land.

The public hearing period opened at 6:10 pm.

There were no public comments.

The public hearing period closed at 6:10 pm.

Councilmember Nguyen moved, and Councilmember Kennedy seconded to adopt Ordinance No. 5217, an ordinance to authorize a lease of City property located in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 22, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction to Buena Vida HQ, LLC, on final passage and ordered final publication in pamphlet form. Motion carried unanimous by roll call vote.

**An Ordinance Amending Title 21 Zoning and Development Code to Modify and Clarify Various Provisions Relating to Application Outreach Meetings, Extension of Approvals, Termination of Conditional Use Permits, Mixed-Use Downtown Dimensional Standards, Side Setbacks Abutting Residential in Mixed-Use and Industrial Zone Districts, Retail Sales in Industrial Zones, Dwelling Units - Single-Family Detached, Cottage Courts, and Tiny Homes as Uses, Home Occupations, and Density Measurements**

When the Zoning and Development Code was repealed and replaced on December 20, 2023, it was anticipated that there would be necessary revisions to provide clarity and alleviate practical issues with implementation. The staff has identified several items that were amended, which inadvertently conflict with standard practice, have challenges with the implementation of new practice, or could use additional clarification. The proposed amendments address seven subject matters of the Code. In addition, in the general course of usage of the Zoning and Development Code, certain items have come to light that also necessitate amendments to create additional clarity within the document.

These revisions are of a similar nature and scope as those associated with the adoption of the 2023 Zoning and Development Code. These amendments address four different sections within the 2023 Zoning and Development Code.

Planning Supervisor Niki Galehouse presented this item.

Conversation ensued allowing single family homes in parks open space district, any of the amendments to the code controversial among the code committee or any that staff would flag that wouldn't be considered routine cleanup.

The public hearing period opened at 6:24 pm.

There were no public comments.

The public hearing period closed at 6:24 pm.

Councilmember Nguyen moved, and Councilmember Kennedy seconded to adopt Ordinance No. 5218, an ordinance amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code on final passage and ordered publication in pamphlet form. Motion carried by unanimous by roll call vote.

**An Ordinance Authorizing a Lease Agreement for Certain City Land for a Fleet Maintenance Facility**

This lease agreement represents a collaborative effort between the City and County to address fleet maintenance infrastructure needs, specifically through the establishment of a Transit Fleet Maintenance Facility. The agreement sets forth terms that benefit both parties and provides a framework for the Facility's construction, operation, and potential future disposition. The facility is expected to enhance the efficiency and effectiveness of the City's fleet maintenance division.

General Services Director Jay Valentine presented this item.

The public hearing period opened at 6:29 pm.

There were no public comments.

The public hearing period closed at 6:29 pm.

Council had no discussion.

Councilmember Simpson moved, and Council President Pro Tem Reitz seconded to adopt Ordinance No. 5219, an ordinance approving a lease agreement with Mesa County for the Construction of a Fleet Maintenance Facility at 2553 Riverside Parkway on final passage and ordered final publication in pamphlet form. Motion carried by unanimous by roll call vote.

**A Resolution Accepting the Petition for the Annexation of 0.11 Acres of Land and Ordinances Annexing and Zoning the Five Star Annexation to RM-8 (Residential Medium 8), Located East of the Northern End of Allyce Avenue in the Birks Blue Subdivision**

The Applicant, Five Star Homes and Development Inc. requested annexation into the City of Grand Junction of approximately 0.11 acres of land located east of the northern end of Allyce Avenue within the Birks Blue Subdivision. The Applicant requested a zone of annexation to RM-8 (Residential Medium 8). The parcel is surrounded by property that has already been annexed to the City; thus, no additional area, such as right-of-way, is required to annex the parcel. The owner proposes to incorporate the parcel into a replat of the Birks Blue Subdivision, to be known as the Fairview Glen Subdivision, which constitutes “annexable development”, in accordance with the Persigo Agreement. The requested zone district of RM-8 is consistent with the Residential Medium land use category of the Comprehensive Plan and the remainder of the proposed Fairview Glen Subdivision. The request for annexation is being considered separately by City Council, but concurrently with the zoning amendment request.

Senior Planner Timothy Lehrbach presented this item.

The public hearing period opened at 6:39 pm.

There were no public comments.

The public hearing period closed at 6:39 pm.

Councilmember Kennedy moved, and Councilmember Simpson seconded to adopt Resolution No. 34-24, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Five-Star Annexation, approximately 0.11 acres, located east of the northern end of Allyce Avenue within the Birks Blue Subdivision. Motion carried by unanimous by roll call vote.

Council President Pro Tem Reitz moved, and Councilmember Simpson seconded to adopt Ordinance No. 5220, an ordinance annexing territory to the City of Grand Junction, Colorado, the Five Star Annexation, approximately 0.11 acres, located east of the northern end of Allyce Avenue within the Birks Blue Subdivision, on final passage and ordered final publication in pamphlet form. Motion carried by unanimous by roll call vote.

Councilmember Simpson moved, and Councilmember Kennedy seconded to adopt Ordinance No. 5221, an ordinance zoning the Five Star Annexation to RM-8 (Residential Medium 8) zone district, on final passage and ordered final publication in pamphlet form. Motion carried by unanimous by roll call vote.

**Non-Scheduled Comments**

Susan Bissonnet spoke in support of saving the Orchard Mesa Pool.

Maryann Tagman spoke in support of saving the Orchard Mesa Pool.

**Other Business**

Councilmember Kennedy spoke in regard to the unhoused and Desert Vista and expressed concern with the amount of trash and the impact on residents and businesses in the area.

**Adjournment**

Meeting adjourned at 6:58pm.

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Amy Phillips, CMC

City Clerk





**Grand Junction City Council**

**Regular Session**

**Item #2.a.i.**

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**Meeting Date:** May 15, 2024  
**Presented By:** Jennifer Tomaszewski, Finance Director  
**Department:** Finance  
**Submitted By:** Jennifer Tomaszewski, Finance Director

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**Information**

**SUBJECT:**

Introduction of an Ordinance Making Supplemental Appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2024 and Ending December 31, 2024, and Setting a Public Hearing for June 5, 2024

**RECOMMENDATION:**

Staff recommends setting a hearing on a proposed ordinance making supplemental appropriations to amend the 2024 City of Grand Junction Budget and ordering publication in pamphlet form.

**EXECUTIVE SUMMARY:**

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to re-appropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is predominantly for the carry-forward of capital projects. New spending authorization is required to spend grant funding and other outside revenues not anticipated in the original 2024 budget and new expenditures authorized by City Council actions, as well as some unexpected project cost increases.

**BACKGROUND OR DETAILED INFORMATION:**

A detail listing of supplemental appropriation by fund is provided in the agenda documentation. The following provides additional information for the supplemental requests and the impact to available fund balances, based on 2023 preliminary unaudited information, which is subject to change. The 2024 Supplemental

Appropriation includes spending authorization in the following funds:

**GENERAL GOVERNMENT FUNDS**

General Government Funds - Fund Balance (FB) Review	General Fund	CDBG Fund	Parkland Expansion Fund	CRC Fund	Sales Tax CIP Fund	TCP Fund	Comm Center Fund	Debt Service Fund
<b>2023 Fund Balance (FB)</b>								
Preliminary (unaudited) 2023 Actual Ending FB	48,355,822	-	1,433,798	316,715	11,766,283	37,139,031	2,085,603	1,750
Less: 2023 Carry Forward (CF) Appropriations	(1,390,067)	(279,860)	(192,710)	-	(2,756,278)	(14,461,700)	(405,676)	
Add: 2023 CF Revenue	185,290	279,860	-	-	1,022,246	-	-	
Revised Preliminary 2023 Actual FB	47,151,045	-	1,241,088	316,715	10,032,251	22,677,331	1,679,927	1,750
<b>2024 Fund Balance (FB)</b>								
2024 Adopted Budget - Change in FB (In Dec 2023)	(2,771,374)	-	(1,092,198)	3,306,321	(10,032,251)	(11,615,587)	(843,852)	-
Less: 2024 New Spending Requests	(1,725,761)	-		(1,720,665)	(2,765,000)	-	-	(1,720,665)
Add: 2024 New Revenue	586,450				2,576,667			1,720,665
Add: Ranchman's Ditch Trail Project Savings					188,333			
<b>Projected 2024 Ending FB</b>	<b>43,240,360</b>	<b>-</b>	<b>148,890</b>	<b>1,902,371</b>	<b>-</b>	<b>11,061,744</b>	<b>836,075</b>	<b>1,750</b>
Projected 2024 FB - During 2024 budget (In Dec. 2023)	39,509,970	-	46,950	3,306,321	-	9,888,841	227,584	-
Increase to FB/(Additional Use of FB)	3,730,390	-	101,940	(1,403,950)	-	1,172,903	608,491	1,750

General Fund:

The General Fund requires a total supplemental appropriation of \$3,115,828 (\$1,390,067 for 2023 carryforward requests, and \$1,725,761 for new 2024 spending), with \$771,740 of revenue offset from grants and outside revenues.

New spending includes the \$1,000,000 contribution to support the acquisition and permanent protection of Shoshone water rights authorized City Council on April 3, 2024, as well as an unexpected increase in the animal services contract with Mesa County for \$139,111. The \$1.1 million required for these two items will be funded with unspent expense budget from 2023, primarily due to labor and operating expense savings, and therefore will not decrease the 2024 adopted General Fund ending balance.

New spending of grant revenues is \$246,653 for the Police Department, \$149,797 for a second round of an electric bicycle program fully funded by the State Energy Office and administered by Community Development, and \$40,000 for a local planning capacity study also in Community Development. New spending for outside revenues is \$150,000 for improvements to the Las Colonias Amphitheater, which is fully funded by Oak View Group, the contracted operator for the Convention Center, Avalon Theater, and the Amphitheater.

A supplemental appropriation of \$1,390,067 is required for the carryforward of programs and projects authorized in the 2023 budget but not completed in 2023. This includes \$473,000 of non-profit funding; \$390,000 to Grand Junction Housing Authority (GJHA) towards 'The Current' 24 Road Housing Project which was approved with the 2022 Adopted Budget, then carried forward to 2023, and \$83,000 to GJHA for Crystal Brook Apartments, which was approved with the 2023 Adopted Budget. The carryforward includes \$379,255 towards vehicles and equipment ordered but not received in 2023, a skid steer and trailer, a bike lane sweeper (\$232,325), and an excavator and trailer (\$146,960). The remaining supplemental appropriations are to carryforward projects started in 2023 that will continue into 2024, and the Wildland Grant for fire materials

mitigation. As this spending was authorized in 2023, re-authorizing it in 2024 does not reduce the 2024 Adopted ending fund balance. The 2024 ending fund balance is now estimated at \$43.2 million.

#### CDBG Fund 104

The Community Development Block Grant (CDBG) fund requires a supplemental appropriation of \$279,860 for the carryforward of previously authorized spending of federal pass-through funds for two Safe Routes to School projects. CDBG awards can be disbursed over a three-year period to grantees. The disbursements are on a reimbursement basis, so the timing is dependent on the grantees' spending on the authorized project or program.

#### Parkland Expansion Fund 105

The Parkland Expansion Fund requires a supplemental appropriation of \$192,710 to carryforward funds which were approved in the 2023 Adopted Budget to partially fund the Dos Rios Public Amenity (Splash Park) Project. As this spending was authorized in 2023, re-authorizing it in 2024 does not reduce the 2024 Adopted ending fund balance.

#### Community Recreation Center (CRC) Fund 116

The CRC Fund requires a new appropriation of \$1,720,665 for the first debt payment, which is due in 2024. The debt issuance was approved by voters in April 2023; bond proceeds were received, and the debt service schedule was set in February 2024. This new spending will be a planned reduction of the available fund balance in the CRC fund, which is now estimated to be \$1.9 million at the end of 2024.

#### Sales Tax CIP Fund 201

The Sales Tax CIP Fund is where most of the City's capital projects are budgeted, with the exception of transportation capacity, utility, and internal service fund projects.

New spending authority of \$2.2 million is required to utilize the Prop 123 Grant award for land acquisition of the Salt Flats property, and \$565,000 is required due to a cost increase to acquire the property for Rivertrail Expansion C 1/2 Road Gap Project. However, the additional cost of this project will be split between the City, Mesa County, and Colorado Parks & Wildlife; the City's portion will be covered by project savings from Ranchman's Ditch Trail Project. \$2,756,278, is required for the carryforward of capital projects started in 2023 that will be completed in 2024. Details are provided in the attached supplemental schedule for each of the nine projects in the carryforward request. Reauthorizing appropriations does not reduce the 2024 Sales Tax Capital Improvement ending fund balance currently estimated to end the year balanced. New spending has revenue to offset the new appropriations.

#### Transportation Capacity Fund 207

The Transportation Capacity Fund requires supplemental appropriation of \$14,461,700 for the carryforward of projects budgeted in 2023 that will be completed in 2024. The largest of the projects is the F 1/2 Parkway, Market to Patterson for \$11.1 million. Details are provided in the attached supplemental schedule for the remaining seven

projects. Because this spending was authorized in 2023, re-authorizing it in 2024 does not reduce the 2024 adopted Transportation Capacity ending fund balance. Due to timing of other expansion projects, the 2024 ending fund balance is now estimated to be \$11 million.

Communications Center Fund 405

The Communications Center Fund requires supplemental appropriation of \$405,676 for the carryforward of Microwave Replacements started in 2023 that will be completed in 2024. Because this spending was authorized in 2023, re-authorizing it in 2024 does not reduce the 2024 adopted Communications Center ending fund balance.

Debt Service Fund 610

The Debt Service fund requires supplemental appropriation of \$1,720,665 for the CRC debt payment funded by the CRC tax.

**ENTERPRISE FUNDS**

Enterprise Funds - Fund Balance (FB) Review	Water Fund	Solid Waste/ Recycling Fund	Sewer Fund
<b>2023 Fund Balance (FB)</b>			
Preliminary (unaudited) 2023 Actual Ending FB	7,267,806	2,607,436	40,420,978
Less: 2023 Carry Forward (CF) Appropriations	(4,083,482)	(548,496)	(7,635,258)
Add: 2023 CF Revenue	1,889,142	479,620	-
Revised Preliminary 2023 Actual FB	5,073,466	2,538,560	32,785,720
<b>2024 Fund Balance (FB)</b>			
2024 Adopted Budget - Change in FB (In Dec 2023)	(2,077,682)	(1,557,289)	19,329,705
Less: 2024 New Spending Requests	(125,469)	(659,758)	(2,174,472)
Add: 2024 New Revenue	25,469	315,470	-
<b>Projected 2024 FB - During 2024 budget (In Dec. 2023)</b>	<b>2,895,784</b>	<b>636,983</b>	<b>49,940,953</b>
Projected 2024 FB - During 2024 budget (In Dec. 2023)	2,089,495	595,337	50,498,533
Increase to FB/(Additional Use of FB)	806,289	41,646	(557,580)

Water Fund 301

The Water Fund requires \$25,469 of new spending for grant revenues for the Colorado Water Conservation Board Technical Assistance Grant. New spending that is not grant funded includes \$100,000 for the design of Juniata Reservoir Seepage Repair Project and will be funded with an unspent expense budget from 2023. Due to other operational savings in 2023, the ending fund balance is now estimated at \$2.9 million.

The Water Fund requires a total supplemental appropriation of \$4,083,482 for the carryforward of projects budgeted in 2023 that will be completed in 2024. These projects include the Purdy Mesa and Kannah Creek flowline projects (\$1,769,142) as well as Kannah Creek Water System Improvements (\$980,000). Details are provided in the attached supplemental schedule for the remaining eight projects. Because this spending was authorized in 2023, re-authorizing it in 2023 does not reduce the 2024 adopted Water ending fund balance.

**Solid Waste and Recycling Fund 302**

The Solid Waste and Recycling Fund requires a supplemental appropriation of \$1,208,254; carryforward of the Recycling Center Improvements of \$548,496 that was started in 2023 and will be completed in 2024, offset by \$479,620 in grant revenues; and new spending of \$659,758 for an electric recycling Split Body Refuse Truck, offset by \$315,470 of grant revenues. Because the carryforward project was authorized in 2023, re-authorizing in 2024 does not reduce the 2024 adopted Solid Waste and Recycling ending fund balance. The new spending does reduce the 2024 fund balance; however, it is offset by grant revenues and operating savings from 2023. The 2024 ending fund balance is now estimated at \$636,983.

**Sewer Fund 900**

The Sewer Fund requires a supplemental appropriation of \$7,635,258 for the carryforward of projects started in 2023 that will be completed in 2024. These projects include wastewater treatment plant expansion projects (\$4.2 million), sewer line replacements (\$2,589,623), and Odor Control Improvements (\$820,000). Because this carryforward spending was authorized in 2023, re-authorizing it in 2024 does not reduce the 2024 adopted Sewer ending fund balance. The Sewer Fund requires a new appropriation of \$2,174,472 for the first debt payment for the plant expansion bonds. These bonds were issued and the debt service schedule was set in February 2024. While this new spending will reduce the original projected 2024 ending fund balance for the Sewer Fund, the expense was expected and has been included in the long-term financial plan for the Sewer Fund. The 2024 ending fund balance is now estimated at \$49.9 million.

**INTERNAL SERVICE FUNDS**

Internal Service Funds - Fund Balance (FB) Review	Information Technology Fund	Fleet Fund
<b>2023 Fund Balance (FB)</b>		
Preliminary (unaudited) 2023 Actual Ending FB	2,597,727	7,000,436
Less: 2023 Carry Forward (CF) Appropriations	-	(3,573,600)
Revised Preliminary 2023 Actual FB	2,597,727	3,426,836
<b>2024 Fund Balance (FB)</b>		
2024 Adopted Budget - Change in FB (In Dec 2023)	(81,702)	(154,425)
Less: 2024 New Spending Requests	(210,150)	
Add: 2024 New Revenue	133,400	-
<b>Projected 2024 FB - During 2024 budget (In Dec. 2023)</b>	<b>2,439,275</b>	<b>3,272,411</b>
Projected 2024 FB - During 2024 budget (In Dec. 2023)	1,477,753	3,393,439
Increase to FB/(Additional Use of FB)	961,522	(121,028)

**Information Technology Fund 401**

The Information Technology Fund requires new spending authority or \$210,150 for the Carrier Neutral Location for Broadband Project. When included in the 2023 adopted budget, the total cost was an estimate based on a preliminary design and plan. After working with regional partners the cost of the project has increased. Part of this

increase will be paid back over time with lease revenue from partners. The increase in the project will be funded with an unspent expense budget from 2023 and will not decrease the 2024 adopted Information Technology ending balance.

**Fleet Fund 402**

The Fleet Fund requires a supplemental appropriation of \$3,573,600 for the carryforward of vehicles authorized for replacement in 2023, but not purchased or received in 2024. Since the supply chain crisis impacting vehicle manufacturing started in 2020, it has been extremely difficult to plan for regular replacement of the fleet. Manufacturers have continued to open ordering windows for only a short time period, if at all, for some models during the year. Fleet currently has several letters of intent for equipment that have chassis build slots scheduled. Once final quotes are received, purchase orders will be issued. Because this spending was authorized in 2023, re-authorizing it in 2024 does not reduce the 2024 adopted Fleet ending fund balance. The 2024 ending fund balance is now estimated at \$3.3 million.

**FISCAL IMPACT:**

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference above.

**SUGGESTED MOTION:**

I move to introduce an ordinance making supplemental appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2024 and ending December 31, 2024 to set a public hearing for June 5, 2024 and order publication in pamphlet form.

**Attachments**

- 1. May 15, 2024 Detail Supplemental Appropriation List
- 2. 2024 Supplemental Appropriation Ordinance First Reading, May 15, 2024

**2024 Supplemental Appropriation Detail By Fund**  
**May 15, 2024**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
<b>General Fund 100</b>		
New	Shoshone Acquisition and Water Rights Contribution	\$ 1,000,000
New	Increase in Animal Services Contract	139,311
New-Grant	Police Forfeiture and Grant Funds for Diversity, Equity, Inclusion Training, Equipment, and Supplies	246,653
New-Grant	Community Development Electric Bicycle Grant	149,797
New-Grant	Community Development Evaluation of Development Review Process	40,000
New-Funded	Improvements to Las Colonias Amphitheater (fully funded by operator)	150,000
	<b>General Fund New Spending Authorization</b>	<b>1,725,761</b>
Carryforward	Grand Junction Housing Authority The Current (24 road project)	390,000
Carryforward	Grand Junction Housing Authority Crystal Brook Apartments	83,000
Carryforward	Fire Wildfire Materials Mitigation Project (grant funded)	185,290
Carryforward	General Services Equipment	232,325
Carryforward	Parks and Recreation Equipment	146,930
Carryforward	Enterprise Resource Planning (ERP) System	277,522
Carryforward	Canyon View Park Fiber	75,000
	<b>General Fund Carryforward Authorization</b>	<b>1,390,067</b>
	<b>Total General Fund Supplemental Appropriation</b>	<b>3,115,828</b>
<b>CDBG Fund 104</b>		
Carryforward	Transfer to Sales Tax Capital Improvement Fund for Safe Routes to School Projects	279,860
	<b>Total CDBG Fund Supplemental Appropriation</b>	<b>279,860</b>
<b>Parkland Expansion Fund 105</b>		
Carryforward	Transfer to Sales Tax Capital Improvement Fund for Dos Rios Public Amenity	192,710
	<b>Total Parkland Expansion Fund Supplemental Appropriation</b>	<b>192,710</b>
<b>Community Recreation Center 116</b>		
New	Transfer to Debt Service Fund for first interest expense payment on Community Recreation Center bonds	1,720,665
	<b>Total Community Recreation Center Fund Supplemental Appropriation</b>	<b>1,720,665</b>

**2024 Supplemental Appropriation Detail By Fund**  
**May 15, 2024**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
<b>Sales Tax Capital Improvement Fund 201</b>		
New-Funded	Increase in Acquisition Cost of Property for Rivertrail Expansion C 1/2 Road Gap (Funded by Partners)	565,000
New-Grant	Land Acquisition for Salt Flats-Prop 123 Grant	2,200,000
	<b>Sales Tax Capital Improvement Fund New Spending Authorization</b>	<b>2,765,000</b>
Carryforward	Carrier Neutral Location for Broadband	65,000
Carryforward	Safe Routes To School 27 Road South of UnawEEP Avenue (partial CDBG funded)	254,278
Carryforward	Safe Routes To School 27 Road South of Highway 50 (partial CDBG funded)	140,000
Carryforward	Colorado River Levee Renovations	141,739
Carryforward	Union Pacific Railroad Downtown Quiet Zone	91,801
Carryforward	Streetlight Relocations	50,031
Carryforward	Dos Rios Public Amenity (partial grant funded)	1,310,240
Carryforward	Lincoln Park/Canyon View Pickleball Court Expansion	185,986
Carryforward	Crime Prevention Through Safer Streets (grant funded)	517,203
	<b>Sales Tax Capital Improvement Fund Carryforward Authorization</b>	<b>2,756,278</b>
	<b>Total Sales Tax Capital Improvement Plan Fund Supplemental Appropriation</b>	<b>5,521,278</b>
<b>Transportation Capacity Payment Fund 207</b>		
Carryforward	I-70 Interchange @ 29 Rd 1601 Environmental Assessment	548,943
Carryforward	D 1/2 Road, 29 to 30 Road (bond funded)	1,000,000
Carryforward	Horizon Drive at G Road and 27 1/2 Road (bond funded)	406,869
Carryforward	26 1/2 Rd, Horizon to Summerhill (bond funded)	282,535
Carryforward	B 1/2 Road, 29 Road to 29 1/2 Road (bond funded)	100,000
Carryforward	F 1/2 Parkway, Market to Patterson (bond funded)	11,143,028
Carryforward	24 Road and G Road Capacity Improvements (bond funded)	580,325
Carryforward	Patterson Capacity Improvements (5 Intersections) (bond funded)	400,000
	<b>Total Transportation Capacity Payment Fund Supplemental Appropriation</b>	<b>14,461,700</b>
<b>Water Fund 301</b>		
New-Grant	Colorado Water Conservation Board Technical Assistance Grant	25,469
New	Design of Juniata Reservoir Seepage Repair	100,000
	<b>Water Fund New Spending Authorization</b>	<b>125,469</b>
Carryforward	Gunnison River Infrastructure	157,167
Carryforward	2022 Kannah Creek Flowline	237,709
Carryforward	2023 Water Line Replacements	169,410
Carryforward	2022 Purdy Mesa Flowline/Kannah Creek Backwash	1,769,142
Carryforward	Kannah Creek Water System Improvements	980,000
Carryforward	Ranch Improvements/Sustainable Agriculture	178,157
Carryforward	Grand Mesa Reservoir Improvements	200,000
Carryforward	Carson Lake Dam Rehabilitation	116,379
Carryforward	Construction of Purdy Mesa Flowline Replac/Pressure Control Tank	75,994
Carryforward	2022 Water Plant Modifications-MCC Replacement	199,524
	<b>Water Fund Carryforward Authorization</b>	<b>4,083,482</b>
	<b>Total Water Fund Supplemental Appropriation</b>	<b>4,208,951</b>

**2024 Supplemental Appropriation Detail By Fund**  
**May 15, 2024**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
<b>Solid Waste and Recycling Fund 302</b>		
New	Slit Body Refuse Truck (partial grant funded)	659,758
Carryforward	Recycling Center Improvements (partial grant funded)	548,496
	<b>Total Solid Waste/Recycling Fund Supplemental Appropriation</b>	<b>1,208,254</b>
<b>Information Technology Fund 401</b>		
New-Funded	Carrier Neutral Location for Broadband	210,150
	<b>Total Information Technology Fund Supplemental Appropriation</b>	<b>210,150</b>
<b>Fleet Fund 402</b>		
Carryforward	Vehicles	3,573,600
	<b>Total Fleet Fund Supplemental Appropriation</b>	<b>3,573,600</b>
<b>Communications Center Fund 405</b>		
Carryforward	Microwave Replacements	405,676
	<b>Total Communications Center Fund Supplemental Appropriation</b>	<b>405,676</b>
<b>Debt Service Fund 610</b>		
New	2024 Debt Service Payment for Community Recreation Center	1,720,665
	<b>Total Sewer Fund Supplemental Appropriation</b>	<b>1,720,665</b>
<b>Sewer Fund 900</b>		
New	Interest on Treatment Plant Bonds	2,174,472
	<b>Sewer Fund New Spending Authorization</b>	<b>2,174,472</b>
Carryforward	2022 Wastewater Treatment Plant Expansion Projects	637,716
Carryforward	2023 Wastewater Treatment Plant Expansion Projects	3,587,919
Carryforward	Sewer Line Replacements	2,589,623
Carryforward	Odor Control Improvements	820,000
	<b>Sewer Fund Carryforward Authorization</b>	<b>7,635,258</b>
	<b>Total Sewer Fund Supplemental Appropriation</b>	<b>9,809,731</b>

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2024 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2024, to be expended from such funds as follows:

<b>Fund Name</b>	<b>Fund #</b>	<b>Appropriation</b>
General Fund	100	\$ 3,115,828
CDBG Fund	104	\$ 279,860
Parkland Expansion Fund	105	\$ 192,710
Community Recreation Center Fund	116	\$ 1,720,665
Sales Tax CIP Fund	201	\$ 5,521,278
Transportation Capacity Fund	207	\$ 14,461,700
Water Fund	301	\$ 4,208,951
Solid Waste and Recycling Fund	302	\$ 1,208,254
Information Technology Fund	401	\$ 210,150
Fleet and Equipment Fund	402	\$ 3,573,600
Communications Center Fund	405	\$ 405,676
General Debt Service Fund	610	\$ 1,720,665
Joint Sewer Operations Fund	900	\$ 9,809,731

**INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_\_ day of May 2024.

**TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_\_ day of May, 2023

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #3.a.**

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**Meeting Date:** May 15, 2024  
**Presented By:** John Shaver, City Attorney  
**Department:** City Manager's Office  
**Submitted By:** John Shaver

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**Information**

**SUBJECT:**

Authorization to Defer TCP Fees for Blackout Sports

**RECOMMENDATION:**

Approve Resolution \_\_-24 deferring TCP fees.

**EXECUTIVE SUMMARY:**

Havlik Blackout QOF LLC ("Developer") has received approval from the City to construct an indoor recreational sports facility at 715 23 ½ Road. The Developer is required to pay a TCP Fee in the amount of \$49,398.43. The Developer has a business relationship with GJ Blackout Inc., a Colorado nonprofit corporation and a federally recognized 501(c)3 (Corporation). The Developer for itself and on behalf of the Corporation has requested that the City defer collection of the TCP Fee to the completion of the construction of the building(s) approved for the Development and that a CO shall not issue unless and until the TCP Fee of \$49,398.43, is paid in full to the City.

**BACKGROUND OR DETAILED INFORMATION:**

Pursuant to the Zoning and Development Code, development is required to pay, among other impact fees, a Transportation Capacity Payment ("TCP Fee"). Havlik Blackout QOF LLC ("Developer") has received approval from the City to construct an indoor recreational sports facility ("Development") at 715 23 ½ Road. The Development is required to pay a TCP Fee in the amount of \$49,398.43. The Developer does not dispute the amount of the TCP Fee, or the requirement that it pay; however, it has requested that the City defer payment of the TCP Fee, and include the payment of the fee as a condition of the issuance of a Certificate of Occupancy ("CO") for occupancy of the building(s) to be constructed with the Development.

The Developer has a business relationship with GJ Blackout Inc., a Colorado nonprofit corporation and a federally recognized 501(c)3 (Corporation), and on behalf of the Developer, the Corporation has requested that the City defer collection of the TCP Fee to the completion of the construction of the building(s) approved for the Development and that a CO shall not issue unless and until the TCP Fee of \$49,398.43, is paid in full to the City.

Section 21.01.0100 of the GJMC authorizes the City Council to modify a fee by adoption of a resolution. The City Council, with approval of the Resolution, will authorize the Interim City Manager to execute the attached Agreement.

**FISCAL IMPACT:**

There is no net impact by deferring the TCP fees, as this will only result in a delay in collecting the fee. There will be a reduction of \$49,398.43 in the 2024 Adopted Budget for TCP fees, and an increase to TCP revenues in 2025.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 35-24, a resolution authorizing the City Manager to defer TCP Fee for the Blackout sports facility project.

**Attachments**

- 1. GJ Blackout 1
- 2. GJ Blackout 2
- 3. GJ Blackout 3
- 4. AGR-Blackout TCP Fee Agreement 20240510
- 5. RES-Blackout Fee Deferral 20240510



305 Main St  
Grand Junction, CO 81501  
5/8/24

The Honorable Abe Herman  
City Hall 250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Dear Council Members,

I am formally writing to you seeking your assistance and support of our project, Blackout Sports Facility, currently beginning construction within city limits at 715 23 ½ Rd.

GJ Blackout, our nonprofit corporation, currently has full approval to move forward with the project and is continuing its ongoing capital campaign efforts to help fund the project. To garner additional support while under construction we would like to formally ask we gain your approval deferring our TCP fee for the project until we are ready to obtain a Certificate of Occupancy. This time frame would be roughly 11-12mths from the date provided here and would graciously allow us additional time to raise funds with the goal of keeping our costs for our children at a minimum through our operations. We are currently prepared to fulfill the full obligation regarding planning fees but your approval would only support our cause.

Since 2011 GJ Blackout has provided the best competitive basketball program in Western Colorado and with this project it is our plan to expand our reach beyond the courts as we help parents, coaches and patrons tackle the "whole child" in mind, body and health.

Our Mission here at GJ Blackout; To provide growth and opportunities in the hearts and minds of our children while giving them the ability to learn team comradery through organized sports, strength through leadership and achievement through competition...aiming to empower our youth in pursuit of happiness, success and teamwork, Is a mission that I live by in helping our children become who they are meant to be. This facility serves as a cornerstone to youth sports in the valley and will not only allow our children to excel in sports but will give them the ability to pursue their aspirations and dreams.

Please help us in being a part of not only youth sports but, education, mental health, healthy habits and sports performance.

Sincerely,

Dean Havlik, MD,

President

Kevin Young,

Vice President



Colorado Secretary of State  
 Date and Time: 02/12/2015 11:51 AM  
 ID Number: 20151102443  
 Document number: 20151102443  
 Amount Paid: \$50.00

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Nonprofit Corporation**  
 filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is GJ Blackout.  
*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 2585 H Road  
*(Street number and name)*

Grand Junction CO 81505  
*(City) (State) (ZIP/Postal Code)*  
United States  
*(Province – if applicable) (Country)*

Mailing address  
 (leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)  
(Province – if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name (if an individual) Havlik Dean  
*(Last) (First) (Middle) (Suffix)*

**OR**

(if an entity) \_\_\_\_\_  
*(Caution: Do not provide both an individual and an entity name.)*

Street address 2585 H Road  
*(Street number and name)*

Grand Junction CO 81505  
*(City) (State) (ZIP Code)*

Mailing address

(leave blank if same as street address)

\_\_\_\_\_  
*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
*(City)* CO \_\_\_\_\_  
*(State)* *(ZIP Code)*

*(The following statement is adopted by marking the box.)*

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name  
(if an individual)

Havlik Dean  
*(Last) (First) (Middle) (Suffix)*

**OR**

(if an entity)  
*(Caution: Do not provide both an individual and an entity name.)*

Mailing address

2585 H Road  
*(Street number and name or Post Office Box information)*

Grand Junction CO 81505  
*(City) (State) (ZIP/Postal Code)*  
United States  
*(Province - if applicable) (Country)*

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. *(If the following statement applies, adopt the statement by marking the box.)*

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

Will be donated to the United Way of Mesa County

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Havlik	Dean		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
2585 H Road			
<i>(Street number and name or Post Office Box information)</i>			
Grand Junction		CO	81505
<i>(City)</i>		<i>(State)</i>	<i>(ZIP/Postal Code)</i>
United States			
<i>(Province -- if applicable)</i>		<i>(Country)</i>	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



GJ Blackout  
2585 H Road  
Grand Junction, CO 81505  
coachdean@gjblackout.com  
970-270-1157

May 9, 2024

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

RE: Relationship between GJ Blackout (the nonprofit) and Havlik Blackout QOF

Grand Junction City Council:

This letter provides information regarding the relationship between two entities that are key figures for the construction of the new youth sports facility: Blackout Sports Fieldhouse. The facility will be located at 715 23 ½ Road which includes 10 acres of land which is owned by Havlik Blackout QOF, LLC. The building itself is a collaborative effort between the nonprofit GJ Blackout and Havlik Blackout QOF. We are continuing our Capital Campaign for GJ Blackout and in the active process of pursuing grants and donations to fund the building. In the meantime, Havlik Blackout QOF is providing the necessary funds for the construction and the hope is attain enough grants and donations to GJ Blackout for the construction. We are very excited to get our building underway and with your help we can get this completed for our community. Please reach out if you have any more questions.

Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Havlik", written in a cursive style.

Dean Havlik  
GJ Blackout President

## FEE DEFERRAL AND CERTIFICATE OF OCCUPANCY HOLD AGREEMENT

This Agreement is made and entered into by and between the City of Grand Junction, a Colorado home rule municipality (City) and Havlik Blackout QOF LLC (Developer). The City and the Developer may be referred to as the Parties.

### RECITALS

Developer has received approval from the City (Community Development Department file # SPN 2022-507 (City File) to construct an indoor recreational sports facility (“Development “or “the Development”) at 715 23 ½ Road in Grand Junction, Colorado. Pursuant to the City’s Zoning and Development Code the Development is required to pay a transportation impact fee (“Transportation Capacity Payment” or “TCP Fee”) in the amount of \$49,398.43. The Developer does not dispute the amount of the TCP Fee or the requirement that it pay; however, it has requested that the City defer payment of the TCP Fee to be, and as a condition of the issuance of a Certificate of Occupancy (CO) for occupancy of the building to be constructed with the Development.

The Developer has a business relationship with GJ Blackout Inc., a Colorado nonprofit corporation and a federally recognized 501(c)3 (Corporation), and on behalf of the Developer and the Corporation has requested that the City defer collection of the TCP Fee to the completion of the construction of the building(s) approved for the Development and that a CO shall not issue unless and until the TCP Fee of \$49,398.43, is paid in full to the City.

The City and the Developer have agreed, as evidenced by the City council approval of Resolution \_\_\_-24, that the City will defer collection of the TCP Fee to the completion of the construction of the building(s) approved for the Development and that a CO shall not issue unless and until the TCP Fee of no less than \$49,398.43, is paid in full to the City.

**NOW THEREFORE**, for and in consideration of the Recitals and the promises made herein, the sufficiency of which the Parties hereby acknowledge for the making and enforcement of this Agreement, the Parties agree as follows:

1. Developer will fully and faithfully complete the Development as conditionally approved by the City as the same is shown in the City File. Completion includes but is not limited to the construction of all required improvements and the payment of all fees, charges, costs, and expenses required by the City Zoning and Development Code. One such fee is the transportation impact fee also known as the Transportation Capacity Payment or TCP Fee in the amount of \$49,398.43.
2. Developer agrees that the City will, and has the legal right and authority to, withhold final approval and the issuance of a CO for the building(s) to be constructed with the Development if the TCP Fee is not paid.
3. As provided in the City Code, the payment of the TCP Fee is an obligation that is deemed to run with the land and in the event the Developer defaults on its obligation to pay the TCP Fee the City may record this Agreement, or a memorandum thereof in the Mesa County land title

records for the property on which the Development has been conditionally approved by the City.

4. In the event this Agreement, or a memorandum thereof is recorded in the Mesa County land title records for the property on which the Development has been conditionally approved by the City, the Developer, the Corporation, nor any successor(s) in interest thereto shall make or assert a claim against the City for impairment of title or similar claim(s) and/or for use of the Development unless and until the TCP Fees is paid and a CO is issued.
5. This Agreement does not create a partnership nor a joint venture between the Parties.
6. This Agreement incorporates all prior discussions and agreements of the Parties regarding the deferral of the obligation to pay the TCP Fee and the withholding of a CO, and that the Agreement may not be amended except in writing duly executed by the Parties.
7. Developer may not assign or delegate this Agreement without the City's prior written consent.
8. Developer represents, and by and with the signature of its managing members, agrees that the person(s) signing the Agreement on behalf of the Developer has full authority to sign and bind the Developer to the Agreement.
9. In no event shall the City be liable to the Developer for indirect or consequential damages, including, but not limited to, loss of advantage or profit by virtue of this Agreement and/or the Developer's failure to satisfy the Agreement.
10. Venue for any action arising out of or occurring under this Agreement shall be in the 21<sup>st</sup> Judicial District Courts in Mesa County, Colorado. The Agreement shall be controlled by, construed, and interpreted in accordance with the law of the City of Grand Junction, Colorado.
11. This Agreement has been made at the request of the Developer and drafted by the City. Because the Agreement is for the benefit of the Developer, the Developer waives and foregoes the customary rule that ambiguities are construed against the drafter.
12. The Parties, individually and collectively, intending to be bound to the terms and conditions hereof do sign and bind the entity for which he/she/they sign.

IN WITNESS WHEREOF, the Parties execute this Agreement:

GJ Blackout QOF LLC

\_\_\_\_\_  
Dean Havlik  
Member

Date: \_\_\_\_\_

ACKNOWLEDGED

GJ Black Inc. a Colorado nonprofit corporation

\_\_\_\_\_  
Dean Havlik  
President

\_\_\_\_\_  
Kevin Young  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF GRAND JUNCTION

By: \_\_\_\_\_  
Andrea Phillips  
Interim City Manager

By: \_\_\_\_\_  
Tamra Allen  
Director, Community Development Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT TO DEFER PAYMENT OF TRANSPORTATION CAPACITY FEES FOR GJ BLACKOUT INC, A COLORADO NOT FOR PROFIT CORPORATION FOR THE BLACKOUT SPORTS FACILITY LOCATED AT 715 23 ½ ROAD GRAND JUNCTION, COLORADO

RECITALS:

Pursuant to the Zoning and Development Code development is required to pay, among other impact fees, a Transportation Capacity Payment ("TCP Fee"). Havlik Blackout QOF LLC ("Developer") has received approval from the City to construct an indoor recreational sports facility ("Development "or "the Development") at 715 23 ½ Road in Grand Junction, Colorado.

The Development is required to pay a TCP Fee in the amount of \$49,398.43. The Developer does not dispute the amount of the TCP Fee, or the requirement that it pay; however, it has requested that the City defer payment of the TCP Fee to be, and as a condition of the issuance of a Certificate of Occupancy ("CO") for occupancy of the building(s) to be constructed with the Development.

The Developer has a business relationship with GJ Blackout Inc., a Colorado nonprofit corporation and a federally recognized 501(c)3 (Corporation), and on behalf of the Developer and the Corporation has requested that the City defer collection of the TCP Fee to the completion of the construction of the building(s) approved for the Development and that a CO shall not issue unless and until the TCP Fee of \$49,398.43, is paid in full to the City.

Section 21.01.0100 of the GJMC authorizes the City Council to modify a fee by adoption of a resolution. The City Council having been duly advised in the premises does hereby authorize the Interim City Manager to execute the attached Agreement.

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

The foregoing Recitals are incorporated herein and in consideration of the same and the execution of attached Agreement, the City Council does authorize and direct Interim City Manager Phillips to sign the Agreement.

PASSED and ADOPTED this \_\_\_ day of May 2024.

\_\_\_\_\_  
Abram Herman  
President of the City Council

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #4.a.**

**Meeting Date:** May 15, 2024

**Presented By:** Trenton Prall, Engineering & Transportation Director

**Department:** Engineering & Transportation

**Submitted By:** Lisa Froshaug, Project Engineer

**Information**

**SUBJECT:**

Construction Contract for 27 Road Safe Routes to School Project (SRTS)

**RECOMMENDATION:**

Authorize the City Purchasing Division to enter into a Contract with Sorter Construction of Grand Junction, CO for the construction of the 27 Road Safe Routes to School Project for the amount of \$811,915, contingent upon approval of the Supplemental Appropriation set for June 5, 2024.

**EXECUTIVE SUMMARY:**

The City of Grand Junction solicited competitive bids from qualified and interested companies for all labor, equipment, and materials required to complete the Safe Routes to School – 27 Road Improvement project. This project includes two sections of sidewalk installation along 27 Road, from UnawEEP to B 3/4 Road and from HWY 50 to B 1/2 Road, with adjacent road maintenance.

**BACKGROUND OR DETAILED INFORMATION:**

The City of Grand Junction is committed to improving the safety and well-being of school-aged children through investment in infrastructure that provides safe transportation corridors and amenities for students who walk or ride bicycles to school through its “Safe Routes to School” program.

The 27 Road Safe Routes to School Project, along 27 Road, from UnawEEP Avenue to B 3/4 Road and from HWY 50 to B 1/2 Road, will support this mission through the installation of a sidewalk along the west side of the corridor. The scope of work includes the construction of approximately 1,950 feet of new sidewalk with ADA Ramps, crosswalks, and designated bike lanes. The sidewalk improvements were packaged with adjacent street maintenance planned in the near term, which includes a partial

reconstruction and full asphalt overlay of 27 Road from Unawep Avenue to B 3/4 Road.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. The City received formal bids from five (5) firms that were found to be responsive.

<b>Firm</b>	<b>Location</b>	<b>Bid Amount</b>
Sorter Construction	Grand Junction, CO	\$811,915.00
Mountain Valley Contracting, Inc.	Grand Junction, CO	\$842,497.77
Agave Construction LLC	Grand Junction, CO	\$866,799.30
M.A. Concrete Construction	Grand Junction, CO	\$911,640.55
KD Construction, Inc.	Grand Junction, CO	\$967,735.93

If this contract is awarded, this project is scheduled to begin in June with a final completion date in August.

Per Section 1.1.3 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

**FISCAL IMPACT:**

The 2023 Amended Budget included an allocation of \$394,278 for the two Safe Routes to School segments on 27 Road, that are included in this project. Carryforward of these funds, a portion of which are grant funded, will be included in the upcoming Supplemental Appropriation, set for public hearing on June 5th, 2024. The remaining \$440,552 of expenses for this project are budgeted in the 2024 Adopted Budget for Contract Street Maintenance.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to enter into a Contract with Sorter Construction of Grand Junction, CO for the construction of the 27 Road Safe Routes to School Project in the amount of \$811,915, contingent upon approval of the Supplemental Appropriation set for June 5, 2024.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #5.a.**

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**Meeting Date:** May 15, 2024

**Presented By:** Trenton Prall, Engineering & Transportation Director, Andrea Phillips, Interim City Manager, John Shaver, City Attorney

**Department:** City Attorney

**Submitted By:** John Shaver

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**Information**

**SUBJECT:**

A Resolution Authorizing the Interim City Manager to Sign a Contingent Offer to Purchase Property at or Near 2767- 2773 C1/2 Road Including Two Unaddressed Parcels in Grand Junction, Colorado

**RECOMMENDATION:**

Adopt and approve Resolution \_\_\_\_ Authorizing the Interim City Manager to Sign a Contingent Offer to Purchase Property at or Near 2767 - 2773 C1/2 Road including two unaddressed parcels owned by the Sellers in Grand Junction, Colorado

**EXECUTIVE SUMMARY:**

The City Council has been presented the opportunity to purchase approximately 12.5 acres of property adjacent to the Colorado River (Property) for \$1,855,000. The Property is located at/near 2767-2773 C ½ Road and includes two unaddressed parcels owned by the Sellers in south Grand Junction. The Property, if purchased, will, among other things, provide the land necessary for completing the Riverfront trail. After discounting the purchase price by \$190,000 for a life estate to Bennie Skinner, the balance will be paid in equal amounts by the City, Mesa County, and Colorado Parks & Wildlife (CPW). After the purchase, the City will convey a conservation and trail easement (C&TE) to CPW at no cost. The C&TE will concern approximately 5.5 acres of the Property. The public will not be allowed to access the Property until construction of the trail is complete. When complete, the City will assume management responsibilities for the C&TE easement area in accordance with a management plan. The City and Mesa County have not determined the eventual use of the 7+/- acres; however, each has committed to a *public use* of that portion of the Property, with one such possible use being for workforce, affordable and/or attainable housing.

If approved, the Resolution will authorize the Interim City Manager to sign a contingent offer to purchase the Property.

**BACKGROUND OR DETAILED INFORMATION:**

The City Council has been presented the opportunity to purchase approximately 12.5 acres of property adjacent to the Colorado River (Property). The Property is located at 2767-2773 C ½ Road in South Grand Junction. The Property, if purchased, will, among other things, provide the land necessary for completing the Riverfront trail.

The approximately 12.5-acre Property that is the subject of this Resolution is presently owned by Bennie and David Skinner (Sellers). The Skinners have agreed to sell the Property to the City by a General Warranty deed for total compensation of \$1,855,000. That amount assumes a life estate for Bennie Skinner valued at \$190,000 and the balance of \$1,665,000 to be paid in equal amounts (\$555,000) by Mesa County, Colorado Parks & Wildlife (CPW), and the City.

After the purchase, the City will convey a conservation and trail easement (C&TE) to CPW at no cost. The Conservation and Trail Easement (C&TE) will concern approximately 5.5 acres of the Property.

The life estate will allow Bennie Skinner to continue to reside until her death in the house on the remaining 7+/- acres, which area will be described by survey. The area of the life estate and the C&TE will be separately described, and the management of the same may be determined by separate lease or other agreement. That agreement, if any, will allow CPW to commence all planning and the City to take on construction for the future Colorado River Trail section between Las Colonias Park and CPW's Pear Park section beginning at 29 Road. The public will not be allowed to access the Property until construction of the trail is complete. When complete, the City will assume management responsibilities for the C&TE easement area in accordance with a management plan.

The City and CPW and the City and Mesa County will be entering into funding agreements relative to their respective participation in the acquisition of the Property. Execution of both of those agreements is and shall be a condition precedent to the City's purchase of the Property. The City and Mesa County have not determined the eventual use of the 7+/- acres; however, each has committed to a *public use* of that portion of the Property, with one such possible use being for workforce, affordable and/or attainable housing.

In the 2024 budget, the City Council appropriated some, but not all, the funds necessary to purchase the Property. Therefore, the Council by and with this Resolution affirms and directs the execution of the offer to purchase the Property being contingent on Ordinance \_\_\_ being approved and becoming effective and consequentially a supplemental appropriation to the City's 2024 budget being made, as described in that Ordinance, for the purchase of the Property as described in this Resolution.

**FISCAL IMPACT:**

In the 2024 Adopted Budget, the City Council appropriated \$1.1 million of the funds necessary to purchase the Property, with \$733,334 of that funded by Mesa County and CPW. As provided in the Resolution, the offer to purchase the Property is contingent on Ordinance \_\_\_ being approved and becoming effective and consequentially a supplemental appropriation to the City's 2024 budget being made, as described in that Ordinance, for the purchase of the Property. The supplemental appropriation is set for public hearing on June 5, 2024.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 36-24, A resolution authorizing the Interim City Manager to Sign a Contingent Offer to Purchase Property at or Near 2767 - 2773 C 1/2 Road including two unaddressed parcels owned by the sellers in Grand Junction, Colorado

**Attachments**

1. RES-Skinner 20240503
2. Contract to Buy and Sell Skinner 05132024
3. Exhibit A to Contract to Buy and Sell
4. Exhibit B Contract Additional Provisions 05132024
5. Exhibit C Contract Life Estate Skinner 05132024
6. Funding Agreement\_Skinner (GJ CPW) - DRAFT -05132024 CC
7. IGA with County for Skinner Property - Draft
8. Exhibit A IGA Property Description
9. Skinner Conservation Trail Easement - DRAFT - 05132024
10. Exhibit B C&TE Property Map
11. Survey of Property with easements depicted

RESOLUTION NO. \_\_-24

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A CONTINGENT OFFER TO PURCHASE REAL PROPERTY LOCATED AT OR NEAR 2767 – 2773 C ½ ROAD AND INCLUDING THE ADJACENT AND UNADDRESSED PARCELS UNDER COMMON OWNERSHIP OF THE SELLERS, GRAND JUNCTION, COLORADO

RECITALS:

The City Council has been presented the opportunity to purchase approximately 12.5 acres of property (Property) adjacent to the Colorado River. The Property is located at or near 2767-2773 C ½ Road and includes the unaddressed parcels under common ownership of the Sellers in South Grand Junction. The Property, if purchased, will, among other things, provide the land necessary for completing the Riverfront Trail.

In the mid-1980s, a grass roots effort began to reclaim the riverfront from the junkyards and waste that had accumulated on the banks of the Colorado River. In 1985, that effort grew into a broader community mission of the Grand Junction Lion's Club, the Western Colorado Botanical Society and others volunteering their time and talent to clean up the Riverfront. That work contributed to the formation of the Riverfront Commission and the broader goals of creating public spaces and trails along the River. In 1994 the City acquired the former Climax uranium mill site and began the process for the redevelopment of that site to include trails, public spaces, and what is now known as Las Colonias Park. In addition to the improvements to the Riverfront near Las Colonias, the City acquired property now known as Dos Rios and, has been instrumental in the construction of many miles of trail near the River to the west and north of the City.

The approximately 12.5-acre Property that is the subject of this Resolution is presently owned by Bennie and David Skinner (Sellers). The Sellers have agreed to sell the Property to the City by a General Warranty deed for total compensation of \$1,855,000. That amount assumes a life estate for Bennie Skinner valued at \$190,000 and the balance of \$1,655,000 to be paid in equal amounts (\$555,000) by Mesa County, Colorado Parks & Wildlife (CPW), and the City.

After the purchase, the City will convey a conservation and trail easement (C&TE) to CPW at no cost. The C&TE will concern approximately 5.5 acres of the Property.

The life estate will allow Bennie Skinner to continue to reside until her death in the house on the remaining 7+/- acres, which area will be described by survey. The

area of the life estate and the C&TE will be separately described, and the management of the same may be determined by separate lease or other agreement. That agreement, if any, will allow CPW to commence all planning and the City to take on construction for the future Colorado River Trail section between Las Colonias Park and CPW's Pear Park section beginning at 29 Road.

The public will not be allowed to access the Property until construction of the trail is complete. When complete, the City will assume management responsibilities for the C&TE easement area in accordance with a management plan.

The City and CPW and the City and Mesa County will be entering into funding agreements relative to their respective participation in the acquisition of the Property. Execution of both of those agreements is and shall be a condition precedent to the City's purchase of the Property. The City and Mesa County have not determined the eventual use of the 7+/- acres; however, each has committed to a *public use* of that portion of the Property, with the current consideration being that the area may be well used for workforce, affordable and/or attainable housing.

In the 2024 budget the City Council appropriated some, but not all the funds necessary to purchase the Property. Therefore, the Council by and with this Resolution affirms and directs the execution of the offer to purchase the Property being contingent on **Ordinance \_\_\_** being approved and becoming effective and consequentially a supplemental appropriation to the City's 2024 budget being made, as described in that Ordinance, for the purchase of the Property as described in this Resolution.

The City Council has considered the opportunity to purchase the Property on the foregoing terms and does hereby and herewith authorize the Interim City Manager to sign a contingent offer to purchase the real property located at or near 2767 – 2773 C ½ Road, Grand Junction, Colorado, and finds that the contingent offer and eventual purchase of the Property to be reasonable and proper.

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

1. The foregoing Recitals are incorporated herein and in consideration of the same and as determined by the Council and as evidenced by this Resolution, the City Council hereby authorizes the City Manager to sign a contingent offer to purchase the real property located at or

near 2767 – 2773 C ½ Road, including the unaddressed parcels under common ownership of the Sellers, in Grand Junction, Colorado.

2. Notwithstanding the City Council approval of this Resolution, the contingent offer to Purchase the property is expressly conditioned on **Ordinance \_\_\_** being approved and becoming effective and consequentially making a supplemental appropriation to the City's 2024 budget, as described in that Ordinance, for the purchase of the Property.
3. And furthermore, and notwithstanding the City Council approval of this Resolution, the contingent offer to Purchase the property is expressly conditioned on Colorado Parks & Wildlife and Mesa County executing funding agreements of no less than \$555,000 each, to be paid at closing for the purchase of the Property.
4. 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 together with the attached Contract to Buy and Sell Real Estate (Contract), funding agreements, life estate and the conservation and trail easement without limitation, as may be necessary or desirable to effect the purchase of the Property as described therein.

PASSED and ADOPTED this 15<sup>th</sup> day of May 2024.

\_\_\_\_\_  
Abram Herman  
President of the City Council

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (CBSI-6-23) (Available 8-23, Mandatory 1-24)

3  
4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR**  
5 **OTHER COUNSEL BEFORE SIGNING.**

6  
7 **CONTRACT TO BUY AND SELL REAL ESTATE**  
8 **(RESIDENTIAL)**

9  
10 Date: \_\_\_\_\_

11 **AGREEMENT**

12 **1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set  
13 forth in this contract (Contract).

14 **2. PARTIES AND PROPERTY.**

15 **2.1. Buyer.** City of Grand Junction (Buyer) will take title  
16 to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

17 **2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

18 **2.3. Seller.** Bennie Dick Skinner and David Lee Skinner (Seller) is the current  
19 owner of the Property described below.

20 **2.4. Property.** The Property is the following legally described real estate in the County of Mesa, Colorado  
21 (insert legal description):

22  
23  
24 See attached Exhibit A attached hereto and incorporated herein.

25  
26  
27 known as: 2767 - 2773 C 1/2 Road Grand Junction CO 81501  
28 Street Address City State Zip

29 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of  
30 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

31 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

32 **2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are  
33 included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside  
34 telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-  
35 in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers  
36 (including \_\_\_\_\_ remote controls). If checked, the following are owned by the Seller and included:  **Solar Panels**  **Water**  
37 **Softeners**  **Security Systems**  **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7.  
38 (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also  
39 included in the Purchase Price.

40 **2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the  
41 following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings,  
42 blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates,  
43 heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

44 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the  
45 Purchase Price:

46  
47  
48 Any and all water rights and/or shares for the land.

49  
50  
51  If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal  
52 property outside of this Contract.

53                   **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at  
54 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and  
55 encumbrances, except:

56  
57  
58  
59                   **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
60 applicable legal instrument.

61                   **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:  
62 \_\_\_\_\_; and the use or ownership of the following storage facilities: \_\_\_\_\_.  
63 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

64                   **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer  
65 at Closing (Leased Items):

66  
67  
68  
69

70                   **2.6. Exclusions.** The following items are excluded (Exclusions):

71  
72  
73

74                   **2.7. Water Rights/Well Rights.**

75  **2.7.1. Deeded Water Rights.** The following legally described water rights:

76  
77  
78

79 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

80  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and  
81 2.7.4., will be transferred to Buyer at Closing:

82 Any and all water rights related to the land, including but not limited to 9 shares of Grand Valley Irrigation Company.

83  
84  
85

86  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
87 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,  
88 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
89 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
90 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
91 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
92 \_\_\_\_\_.

93  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

94  
95  
96

97                   **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),  
98 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable  
99 legal instrument at Closing.

100                   **2.7.6. Water Rights Review.** Buyer  **Does**  **Does Not** have a Right to Terminate if examination of the Water  
101 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

102 **3. DATES, DEADLINES AND APPLICABILITY.**

103 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 PM
2	§ 4	Alternative Earnest Money Deadline	NA
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	TBD
4	§ 8	Record Title Objection Deadline	TBD

5	§ 8	Off-Record Title Deadline	TBD
6	§ 8	Off-Record Title Objection Deadline	TBD
7	§ 8	Title Resolution Deadline	TBD
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	TBD
12	§ 10	Lead-Based Paint Disclosure Deadline	TBD
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	TBD
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	TBD
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	TBD
31	§ 10	Inspection Objection Deadline	TBD
32	§ 10	Inspection Resolution Deadline	TBD
33	§ 10	Property Insurance Termination Deadline	TBD
34	§ 10	Due Diligence Documents Delivery Deadline	TBD
35	§ 10	Due Diligence Documents Objection Deadline	TBD
36	§ 10	Due Diligence Documents Resolution Deadline	TBD
37	§ 10	Conditional Sale Deadline	N/A
38	§ 10	Lead-Based Paint Termination Deadline	TBD
		<b>Closing and Possession</b>	
39	§ 12	Closing Date	TBD
40	§ 17	Possession Date	TBD
41	§ 17	Possession Time	TBD
42	§ 27	<b>Acceptance Deadline Date</b>	TBD
43	§ 27	<b>Acceptance Deadline Time</b>	

104 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA**  
105 insured or **VA** guaranteed loans.

106 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,  
107 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box  
108 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
109 “None”, such provision means that “None” applies.

110 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The  
111 abbreviation "N/A" as used in this Contract means not applicable.

112 **3.3. Day; Computation of Period of Days; Deadlines.**

113 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States  
114 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
115 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
116 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
117 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

118 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
119 ending date is not specified, the first day is excluded and the last day is included.

120 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
121 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
122 the deadline will not be extended.

123 **4. PURCHASE PRICE AND TERMS.**

124 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,665,000.00	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$ 1,665,000.00

125 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller  
126 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
127 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
128 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
129 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
130 elsewhere in this Contract.

131 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a N/A, will be  
132 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
133 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
134 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the  
135 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to  
136 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
137 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
138 Money Holder in this transaction will be transferred to such fund.

139 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
140 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

141 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
142 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
143 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
144 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
145 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23  
146 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
147 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
148 Release form), within three days of Buyer's receipt.

149 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the  
150 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**  
151 **is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

152 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
153 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in “**If Buyer**  
154 **is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

155 **4.4. Form of Funds; Time of Payment; Available Funds.**

156 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
157 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
158 check, savings and loan teller’s check and cashier’s check (Good Funds).

159 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
160 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**  
161 **NONPAYING PARTY WILL BE IN DEFAULT.**

162 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have  
163 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

164 **4.5. New Loan.**

165 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,  
166 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

167 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
168 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional  
169 Provisions).

170 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
171  **Conventional**  **FHA**  **VA**  **Bond**  **Other** \_\_\_\_\_.  
172 If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees  
173 to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$ \_\_\_\_\_.

174 **4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and  
175 costs of Buyer’s New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a  
176 Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of  
177 Buyer’s monthly mortgage payment.

178 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
179 set forth in § 4.1. (Price and Terms), presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
180 presently at the rate of \_\_\_\_\_ % per annum and also including escrow for the following as indicated:  **Real Estate Taxes**   
181 **Property Insurance Premium**  **Mortgage Insurance Premium** and  \_\_\_\_\_.

182 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will  
183 not exceed \_\_\_\_\_ % per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and  
184 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which  
185 causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, or if any other terms or  
186 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

187 Seller  **Will**  **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release  
188 from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at **Closing** of an appropriate  
189 letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount  
190 not to exceed \$ \_\_\_\_\_.

191 **4.7. Seller or Private Financing.**

192 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers  
193 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed  
194 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,  
195 including whether or not a party is exempt from the law.

196 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**  
197  **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**  
198 **Private Financing Deadline**.

199 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
200 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,  
201 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,  
202 if such Seller financing is not satisfactory to Seller, in Seller’s sole subjective discretion.

203 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
204 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
205 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller**  
206 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer’s sole subjective discretion.

208 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

209 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
210 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
211 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

212 **5.2. New Loan Terms; New Loan Availability.**

213 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
214 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest  
215 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit  
216 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not  
217 satisfactory to Buyer, in Buyer's sole subjective discretion.

218 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
219 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's  
220 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**  
221 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the  
222 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property  
223 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**  
224 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**  
225 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,  
226 Survey).

227 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
228 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
229 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information  
230 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
231 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
232 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at  
233 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If  
234 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
235 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

236 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
237 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
238 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
239 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
240 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
241 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
242 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
243 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
244 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

245 **6. APPRAISAL PROVISIONS.**

246 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
247 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
248 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
249 valued at the Appraised Value.

250 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in  
251 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

252 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
253 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
254 **Objection Deadline**:

255 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
256 or

257 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
258 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

259 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
260 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
261 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
262 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

263           **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)  
264 shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest  
265 Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a  
266 written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,  
267 setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_. The purchaser (Buyer) shall have the privilege  
268 and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The  
269 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will  
270 insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy  
271 himself/herself/themselves that the price and condition of the Property are acceptable.

272           **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)  
273 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property  
274 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department  
275 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of  
276 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

277           **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
278 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),  
279 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
280 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
281 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
282 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

283           **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  **Buyer**  
284  **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
285 agent or all three.

286 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest  
287 Communities and subject to one or more declarations (Association).

288           **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**  
289 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**  
290 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**  
291 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**  
292 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**  
293 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**  
294 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**  
295 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**  
296 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**  
297 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**  
298 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**  
299 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**  
300 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**  
301 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**  
302 **ASSOCIATION.**

303           **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
304 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association  
305 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
306 of the Association Documents, regardless of who provides such documents.

307           **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

308           **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
309 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
310 C.R.S.;

311           **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
312 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
313 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
314 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

315           **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
316 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
317 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
318 (Association Insurance Documents);

319           **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
320 disclosed in the Association's last Annual Disclosure;

321 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
322 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
323 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
324 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
325 Association's community association manager or Association will charge in connection with the Closing including, but not limited to,  
326 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
327 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
328 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and  
329 7.3.5., collectively, Financial Documents);

330 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
331 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
332 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.  
333 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
334 elements or limited common elements of the Association property.

335 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
336 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in  
337 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
338 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to  
339 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
340 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
341 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
342 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
343 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

## 344 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

### 345 **8.1. Evidence of Record Title.**

346  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
347 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
348 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
349 or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued  
350 and delivered to Buyer as soon as practicable at or after Closing.

351  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
352 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to  
353 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
354 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

355 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's  
356 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions  
357 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap  
358 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
359 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
360  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.  
361 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
362 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
363 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
364 § 8.7. (Right to Object to Title, Resolution).

365 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
366 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
367 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
368 Documents).

369 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
370 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
371 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
372 party or parties obligated to pay for the owner's title insurance policy.

373 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
374 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

375 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
376 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
377 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
378 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title

379 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
380 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
381 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
382 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
383 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
384 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
385 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
386 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
387 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
388 Documents as satisfactory.

389 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
390 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
391 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
392 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New  
393 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
394 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
395 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
396 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record  
397 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the  
398 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice  
399 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the  
400 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice  
401 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if  
402 any, of third parties not shown by public records of which Buyer has actual knowledge.

403 **8.4. Special Taxing and Metropolitan Districts.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO**  
404 **GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**  
405 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE**  
406 **PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT**  
407 **WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
408 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
409 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
410 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**  
411 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
412 **RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: \_\_\_\_\_.**

413 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing or  
414 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If  
415 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before  
416 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,  
417 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's  
418 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be  
419 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.  
420 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as  
421 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)  
422 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

423 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first  
424 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a  
425 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
426 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase  
427 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
428 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred  
429 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in  
430 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

431 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
432 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)  
433 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the  
434 applicable deadline, Buyer has the following options:

435 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
436 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
437 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives

438 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
439 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
440 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
441 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
442 applicable documents; or

443 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
444 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

445 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
446 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
447 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
448 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
449 laws and governmental regulations concerning land use, development and environmental matters.

450 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
451 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
452 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
453 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
454 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**  
455 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**  
456 **GAS OR WATER.**

457 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
458 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
459 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
460 **RECORDER.**

461 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**  
462 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**  
463 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**  
464 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

465 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
466 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
467 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
468 **AND GAS CONSERVATION COMMISSION.**

469 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or  
470 not covered by the owner's title insurance policy.

471 **8.9. Mineral Rights Review.** Buyer  **Does**  **Does Not** have a Right to Terminate if examination of the Mineral  
472 Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

473 **9. NEW ILC, NEW SURVEY.**

474 **9.1. New ILC or New Survey.** If the box is checked, (1)  **New Improvement Location Certificate (New ILC)**; or, (2)  
475  **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

476 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The  
477 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
478 after the date of this Contract.

479 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before  
480 Closing, by:  **Seller**  **Buyer** or:

481  
482  
483 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of  
484 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New**  
485 **ILC or New Survey Deadline**.

486 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to  
487 all those who are to receive the New ILC or New Survey.

488 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
489 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**  
490 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
491 Seller incurring any cost for the same.

492 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.  
493 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
494 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

495 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

496 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
497 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

498 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or  
499 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
500 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**  
501 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such  
502 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

503

**DISCLOSURE, INSPECTION AND DUE DILIGENCE**

504 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
505 **WATER.**

506 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer  
507 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
508 to Seller's actual knowledge and current as of the date of this Contract.

509 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer  
510 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
511 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely  
512 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing  
513 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
514 Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

515 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
516 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If  
517 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
518 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased  
519 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,  
520 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or  
521 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's  
522 sole subjective discretion, Buyer may:

523 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,  
524 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver  
525 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller  
526 pursuant to § 10.3.2.; or

527 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
528 description of any unsatisfactory condition that Buyer requires Seller to correct.

529 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
530 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
531 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
532 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision  
533 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by  
534 executing an Earnest Money Release.

535 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
536 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
537 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
538 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
539 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
540 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
541 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and  
542 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed  
543 pursuant to an Inspection Resolution.

544 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**  
545 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance  
546 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

547 **10.6. Due Diligence.**

548 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information  
549 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**  
550 **Deadline**:

551 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy  
552 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing  
553 are as follows (Leases):

554 None

555  
556 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased Items) will be  
557 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to  
558 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  **Will**  **Will Not** assume the Seller's obligations  
559 under such leases for the Leased Items (§ 2.5.7., Leased Items).

560  
561 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered  
562 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other  
563 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  **Will**  **Will**  
564 **Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

565  
566 **10.6.1.4. Other Documents.** Other documents and information:

567  
568  
569  
570  
571 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
572 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
573 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

574 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
575 or

576 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
577 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

578 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
579 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
580 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
581 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
582 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

583 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
584 owned by Buyer and commonly known as \_\_\_\_\_ . Buyer has  
585 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
586 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
587 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
588 provision.

589 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
590 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
591 the Property.  **There is No Well.** Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.

592 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
593 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
594 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

595 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

596 **10.10. Lead-Based Paint.**

597 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings  
598 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate  
599 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**  
600 **Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely  
601 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of  
602 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

603 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the  
604 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's  
605 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may  
606 elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint  
607 or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition  
608 of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

609 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a  
610 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties  
611 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within  
612 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

613 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,  
614 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was  
615 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further  
616 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever  
617 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written  
618 Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property  
619 has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State  
620 Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of  
621 the test.

622 **10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**  
623 **STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED**  
624 **BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS**  
625 **MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS**  
626 **CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.**

627 **RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON**  
628 **GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER.**  
629 **RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS**  
630 **AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL**  
631 **PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST**  
632 **RESULTS OF THE RESIDENTIAL REAL PROPERTY.**

633 **AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF**  
634 **PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES**  
635 **ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT:**  
636 **HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.**

637 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

638 

<b>CLOSING PROVISIONS</b>
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639 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

640 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
641 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
642 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
643 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
644 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
645 Seller will sign and complete all customary or reasonably required documents at or before Closing.

646 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
647 this Contract.

648 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
649 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to  
650 Buyer. The hour and place of Closing will be as designated by Buyer.

651 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
652 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

653 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
654 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
655 leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

656 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
657 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:   
658 special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's deed  
659  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and  
660 sufficient special warranty deed to Buyer, at Closing.

661 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
662 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

663 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
664 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special  
665 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid  
666 at or before Closing by Seller from the proceeds of this transaction or from any other source.

667 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
668 **WITHHOLDING.**

669 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
670 to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits  
671 Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

672 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  
673  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.

674 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to  
675 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
676 associated with or specified in the Status Letter will be paid as follows:

677 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by  Buyer  
678  Seller  One-Half by Buyer and One-Half by Seller  N/A.

679 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  Buyer  Seller  One-Half by Buyer  
680 and One-Half by Seller  N/A.

681 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than  
682 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid  
683 by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

684 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
685 Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

686 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  One-Half by  
687 Buyer and One-Half by Seller  N/A.

688 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
689  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

690 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
691 such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  
692  One-Half by Buyer and One-Half by Seller  N/A.

693 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
694 \$\_\_\_\_\_ for:

695  Water Stock/Certificates  Water District  
696  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_

697 and must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

698 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
699 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

700 **15.9. FIRPTA and Colorado Withholding.**

701 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
702 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
703 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  IS a foreign  
704 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign  
705 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
706 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
707 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
708 if an exemption exists.

709 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
710 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
711 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
712 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
713 tax advisor to determine if withholding applies or if an exemption exists.

714 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

715 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

716 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
717 for the year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy  
718 and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled  
719 veteran exemption or  Other \_\_\_\_\_.

720 **16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** At Closing, Seller will transfer or credit  
721 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
722 writing of such transfer and of the transferee's name and address.

723 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

724 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

725 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
726 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
727 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
728 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
729 assessment assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller.** Except however, any  
730 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
731 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents  
732 there are no unpaid regular or special assessments against the Property except the current regular assessments and  
733 \_\_\_\_\_ . Association Assessments are subject to change as provided in the Governing Documents.

734 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time,**  
735 subject to the Leases as set forth in § 10.6.1.1. and, if applicable, any Post-Closing Occupancy Agreement.

736 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
737 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day  
738 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

739 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then  
740 Buyer  **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

741  If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

742

## GENERAL PROVISIONS

743 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
744 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
745 condition existing as of the date of this Contract, ordinary wear and tear excepted.

746 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
747 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
748 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
749 will use Seller's reasonable efforts to repair the Property before **Closing Date.** Buyer has the Right to Terminate under § 24.1., on  
750 or before **Closing Date,** if the Property is not repaired before **Closing Date,** or if the damage exceeds such sum. Should Buyer elect  
751 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
752 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
753 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
754 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
755 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
756 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
757 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
758 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

759 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
760 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
761 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
762 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
763 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
764 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
765 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date,** or, at the  
766 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
767 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
768 Closing.

769 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
770 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
771 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date,** based on such condemnation action, in Buyer's  
772 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
773 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
774 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

775 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
776 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

777 **18.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be  
778 purchased and may cover the repair or replacement of such Inclusions.

779 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
780 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination  
781 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal  
782 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded  
783 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
784 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must  
785 be complied with.

786  
787 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
788 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
789 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
790 has the following remedies:

791 **20.1. If Buyer is in Default:**

792  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
793 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the  
794 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
795 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

796 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may  
797 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that  
798 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is  
799 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to  
800 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

801 **20.2. If Seller is in Default:**

802 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
803 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
804 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
805 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
806 or damages, or both.

807 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
808 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
809 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
810 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
811 Contract are reserved and survive Closing.

812 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
813 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
814 reasonable costs and expenses, including attorney fees, legal fees and expenses.

815 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
816 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
817 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
818 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
819 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
820 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
821 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
822 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
823 Section will not alter any date in this Contract, unless otherwise agreed.

824 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
825 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
826 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
827 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
828 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
829 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of

830 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
831 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
832 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time  
833 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
834 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

835 **24. TERMINATION.**

836 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
837 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
838 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
839 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
840 and waives the Right to Terminate under such provision.

841 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely  
842 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

843 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
844 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
845 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
846 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
847 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
848 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

849 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

850 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
851 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
852 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
853 must be received by the party, not Broker or Brokerage Firm).

854 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
855 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
856 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
857 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

858 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
859 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
860 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

861 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
862 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
863 located in Colorado.

864 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
865 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
866 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and  
867 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
868 copies taken together are deemed to be a full and complete contract between the parties.

869 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited  
870 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
871 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**  
872 **Diligence and Source of Water.**

873 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
--

874 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
875 Commission.)

876  
877  
878  
879  
880

881 See attached Exhibit B for additional provisions.  
882  
883  
884  
885

886 **30. OTHER DOCUMENTS.**

887 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

888 **30.1.1. Post-Closing Occupancy Agreement.** If the Post-Closing Occupancy Agreement box is checked in § 17  
889 the Post-Closing Occupancy Agreement is a part of this Contract.  
890

891  
892  
893  
894 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:  
895  
896  
897

898 **SIGNATURES**

899 Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

900 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

901 **END OF CONTRACT TO BUY AND SELL REAL ESTATE**  
902

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**BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

**A. Broker Working With Buyer**

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  **Buyer's Agent**  **Transaction-Broker** in this transaction.

**Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  **Other** \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

---

### B. Broker Working with Seller

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.

**Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other** \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address:

---

Phone No.:

---

Fax No.:

---

Email Address:

---

903

Exhibit A

LEGAL DESCRIPTION (As Surveyed:)

A Parcel of land described in Reception Number 2572601 located in Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner) bears S89°46'01"E using the Mesa County Local Coordinate System with all other bearings herein being relative thereto;  
thence S89°46'01"E along the north line of said Lot 1, a distance of 19.65 feet to the Northwest corner of a parcel of land described in Reception Number 1795805;  
thence along the boundary of said Reception Number 1795805 for the following two (2) courses:  
1) S00°13'19"W, a distance of 365.02 feet;  
2) S84°35'35"E, a distance of 195.30 feet;  
thence S76°29'23"E, a distance of 363.05 feet; thence S11°21'25"W, a distance of 531.39 feet to the centerline of the Colorado River; thence Northwesterly along said centerline to a point N89°46'00"W, a distance of 385.00 feet and S00°14'00"W, a distance of 659.48 feet from said Northeast Corner of Lot 2; thence N00°14'00"E, a distance of 659.48 to a point on the North line of said Lot 2; thence S89°46'00"E along said north line of Lot 2, a distance of 385.00 feet to the Point of Beginning.

Containing 12.36 Acres gross area more or less, 9.58 Acres upland area more or less as described.

## EXHIBIT B

### 29. Additional Provisions:

Sellers shall deliver to Buyer true copies of all lease(s), survey(s), and other similar documentary information in Buyers' possession pertaining to the Property, and shall disclose in writing all easements, liens, or other title matters not shown by the public record that Sellers have actual knowledge about. Sellers shall discharge and/or cure any liens, charges, defects, encumbrances, claims, or causes of actions that attach to the Property but not of record on or before Closing.

Sellers shall maintain the Property in its present condition until Closing. Specifically, but not by way of limitation, Seller shall not cut, slash, remove, destroy or waste of any trees or plant; dike, dredge, fill or other disturbances of the soils or any alteration of the surface or of any vegetation thereon (with the exception of historic livestock grazing and harvesting of seasonal crops, which shall be in accordance with acceptable range management and farming standards).

Seller shall provide the following representations and warranties which are also enforceable by the State of Colorado as a third-party beneficiary:

Sellers are in compliance with the laws, orders, and regulations of each governmental department, commission, board or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

Sellers are the sole and record owners in fee simple of the Property as of the Effective Date of this Contract and at Closing Buyer shall receive good and marketable title to the Property, subject to those matters of record revealed in the Title Commitment and those matters disclosed to Buyer.

Sellers are not a party to, subject to, or bound by any agreement, contract, or lease of any kind relating to the Property that would conflict with Sellers' performance under this Contract other than those matters of record revealed in the Title Commitment and found acceptable to the Buyer.

There are not any actions, suits, proceedings, or investigations pending or, to Sellers' knowledge, threatened, against or affecting the Property, or arising out of Sellers' actions or inactions related to the Property.

Upon closing, Buyer shall transfer a Life Estate valued at \$190,000.00 for a portion of the Property, approximately 7.17 acres to Bennie Dick Skinner to hold during her life with the deed marked Exhibit C attached hereto and incorporated herein. The Life Estate property is legally described as

Subject to 32' of right-of-way along the north edge which includes C ½ Road for road and utility purposes. The Life Estate deed shall be recorded after a Conservation and Trail Easement which shall be granted first to the State of Colorado. The Conservation and Trail Easement is not included within the life estate property (LEP).

The sale is contingent on the Buyer, the State of Colorado through the Colorado Parks & Wildlife (CPW), and Mesa County each funding \$555,000.00 for the purchase from Sellers. The sale is contingent on the

Buyer and CPW entering into a funding agreement and the Buyer and Mesa County entering into a funding agreement for each of their participations in the purchase.

The Contract is further subject to Buyer's City Council approving an ordinance for a supplemental appropriation for the 2024 budget for the Buyer's portion of the purchase price to be included within the City's 2024 budget.

# DEED GRANTING LIFE ESTATE

This Life Estate Deed made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the **City of Grand Junction, a Colorado home rule municipality, (Grantor)** whose mailing address is 250 N. 5th Street, Grand Junction, CO 81501, who is the owner of land the subject of this deed, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **Bennie Dick Skinner, (Grantee)** to hold during her life and no longer, the real property located in Mesa County, Colorado described, to wit:

Described in **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, to have and to hold the property hereby conveyed unto the Grantee for and during her life subject to current taxes, all easements, rights-of-way, encumbrances, liens, covenants, conditions, and restrictions together with all improvements thereon, easements, 32' for right-of-way along the north edge of the property which includes C 1/2 Road for road and utility purposes, the privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee. Grantee shall be responsible for maintenance, repairs, all taxes, insurance with the Grantor and its officers and employees named as additional insureds and assessments.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

City of Grand Junction, a home rule municipality

ATTEST:

\_\_\_\_\_  
Andrea Phillips, Interim City Manager

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

State of Colorado                    )  
  )ss  
County of Mesa                        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by Andrea Phillips, Interim City Manager and Amy Phillips, City Clerk for the City of Grand Junction.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**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**

**FUNDING AGREEMENT**

**With**  
**City of Grand Junction**

**To Purchase a Fee Title**  
**From**  
**Bennie Dick Skinner and David Lee Skinner**

**1. PARTIES**

This funding agreement (“Agreement”) is entered into by City of Grand Junction, a Colorado home-rule municipality (“City”), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and 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 (the “State” or “CPW”) located at 6060 Broadway, Denver, Colorado 80216. The Parties agree to the provisions set forth in this Agreement.

**2. EFFECTIVE DATE**

This Agreement is not effective or enforceable until the Effective Date as defined in §4.F. The State is not liable to pay or reimburse City for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date or after termination.

**3. RECITALS**

**A. State’s Authority, Appropriation, and Approval**

Authority to enter into this Agreement exists pursuant to CRS §33-1-101, §33-1-104, §33-1-105, §33-10-101, §33-10-106, §33-10-107, §33-9-101, §33-9-109 et seq., and §38-30.5-102, sufficient funds have been budgeted and appropriated; and all prior reviews and approvals have been obtained, except as provided in §9.

**B. Consideration**

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.

**C. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Property Description), **Exhibit B** (Conservation and Trail Easement), and **Exhibit C** (Life Estate).

**D. City Intent**

City intends to obtain from Gavin W. Skinner (Deceased), Bennie Dick Skinner and David Lee Skinner (collectively “Owners”) (see §4.H) a general warranty deed for the Property (see §4.J). City further intends to convey a Conservation and Trail Easement encumbering the Property to the State (see §9(E)).

**E. Purpose**

This Agreement supports the legislative policies, purposes, and uses enumerated in CRS §33-1-101, §33-1-104, §33-1-105, §33-9-101, §33-9-109 et seq., §33-10-101, §33-10-106, §33-10-107, and §38-30.5-102, as the Property possesses some or all of the values, opportunities, and characteristics listed therein which are important to the Parties, the residents of the surrounding area, and the people of the State of Colorado. City has entered or will enter into a contract with Owners for the purchase of fee title of the Property. At City’s request the State has agreed to provide funding to assist City with the purchase.

**F. References**

All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

**A. Agreement**

“Agreement” means this funding agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this agreement and any future modifying agreements, exhibits, attachments, or references incorporated herein pursuant to Colorado State law, State Fiscal Rules and State Controller Policies.

**B. Closing and Closing Date**

“Closing” means the completion or waiver of all conditions precedent contained in the Contract (see §4.C) and the contemporaneous execution of all related documents and “Closing Date” is the date on which the Closing occurs.

**C. Contract**

“Contract” means that document entered into between the City and Owners for the purchase of the fee title.

**D. CRS**

“CRS” means the Colorado Revised Statutes as amended.

**E. Conservation and Trail Easement**

“Conservation and Trail Easement” is the conservation and trail easement substantially in the form of the document attached as **Exhibit B**.

**F. Effective Date**

“Effective Date” is the date this Agreement is approved and signed by the State Controller.

**G. GOCO**

“GOCO” is the Great Outdoors Colorado Trust Fund.

**H. Owners**

“Owners” means the owners of the Property from whom City is purchasing the fee title.

**I. Party or Parties**

“Party” means either the State or City, and “Parties” means both the State and City.

**J. Property**

“Property” is the real property located in Mesa County described in **Exhibit A**.

**K. Purchase Price**

“Purchase Price” is the amount of money City will pay Owners to purchase the fee title.

**L. Title Commitment and Title Policy**

“Title Commitment” and “Title Policy” mean the current standard ALTA form(s) commonly used by a title company authorized to do business in the State of Colorado insuring City’s interest in the Property in an amount not less than the Purchase Price.

**5. TERM AND EARLY TERMINATION**

**A. Term**

The Parties’ respective duties and obligations under this Agreement shall commence on the Effective Date and shall terminate on the sooner to occur of the Closing Date or December 31, 2024; provided however, that certain duties and obligations may continue thereafter as specified herein.

**B. Early Termination in the Public Interest**

The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. The State shall notify City of such termination in accordance with **§14**, specifying the effective date of the termination and whether it affects all or a portion of this Agreement.

**6. PURCHASE AND SALE OF PROPERTY**

Subject to the provisions of this Agreement, the State shall provide City with funding in the amount set forth in **§7.A** to purchase the Property in fee title. The State’s performance under this Agreement is conditioned on City concurrently purchasing the fee title pursuant to the closing instructions provided by the State. City shall maintain a complete file of all records, communications, and other written materials, which pertain to the performance of the Agreement, including the acquisition of fee title, and shall maintain such records for a period of three years after the Closing Date. The State may audit such records at reasonable times and upon reasonable notice.

**7. PAYMENT TO CITY**

**A. Maximum Amount Payable and Allocation**

The maximum amount payable by the State to or on behalf of City is \$580,000.00 as determined by the State from available funds. Funds are allocated as follows:

- \$555,000.00 towards the Purchase Price

- Up to \$20,000.00 for due diligence reimbursement as described in §7.C and,
- Up to \$5,000.00 for closing costs and title insurance as described in §7.C.

**B. Available Funds, Contingency & Termination**

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year and making payment to City beyond the State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in §17.B. If GOCO are used to fund this Agreement in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Agreement during any State fiscal year shall be made only from available funds encumbered for this Agreement for such State fiscal year and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or GOCO are not fully appropriated or otherwise become unavailable, the State may terminate this Agreement without further liability, after providing notice to City in accordance with §14.

**C. Direct Costs Reimbursement**

Subject to the provisions of §9, the State shall reimburse City for one-third of its direct acquisition costs, including but not limited to: closing costs, title insurance, appraisal, phase I environmental site assessment, and minerals assessment. The maximum amount of costs for which the State will reimburse City is set forth in §7.A (\$25,000). The State shall reimburse City at Closing provided that City submits invoices to the State no later than 20 days prior to Closing and provides satisfactory evidence that such costs were incurred in relation to this Agreement and were paid by City; otherwise, the State shall reimburse City after Closing provided that City submits invoices to the State within 180 days after Closing.

**D. Erroneous Payments**

At the State's sole discretion, payments made by the State to City in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by City, may be recovered from City by deduction from subsequent payments under transactions between the State and City or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

**8. LITIGATION NOTICE**

**A. Litigation Notice**

Within five days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Agreement or which may affect City's ability to perform its obligations hereunder, City shall notify the State of such action and deliver copies of such pleadings to the State pursuant to §14.

**B. Noncompliance**

City's failure to provide copies of pleadings and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or exercise of any remedies provided under this Agreement, including termination.

**9. PERFORMANCE CONTINGENCIES FOR THE STATE**

The State's performance hereunder is contingent upon successful completion or express waiver, done in accordance with §16.P, of each of the following conditions in this §9. If one or more of these contingencies are not satisfied by Closing, and the Parties have not agreed in

writing to allow additional time for satisfaction, then this Agreement shall automatically terminate and City and the State shall be released from all further obligations and liabilities under this Agreement.

**A. Approvals**

Final approvals of this transaction by the following entities and persons:

- i. The Colorado State Controller;
- ii. The Division of Parks and Wildlife. The execution of this Agreement by the Division of Parks and Wildlife does not satisfy this required approval;
- iii. The Parks and Wildlife Commission, which may require more than one vote so as to consider recommendations by the Capital Development Committee of the Colorado General Assembly.

**B. Appraisal and Other Due Diligence**

**i. Appraisal**

The State ordered an appraisal completed in accordance with CRS §24-30-202(5)(b) that supports the Purchase Price and is satisfactory to and accepted by the Colorado State Controller. The appraisal shall be acceptable to any review appraiser if a review appraisal is requested by the State. Copies of all appraisals ordered by City shall be provided to the State.

**ii. Contract**

City shall provide the State with an executed copy of the Contract.

**iii. Legal Description, Maps, and Survey**

City shall cause to be prepared, without cost or expense to the State, a legal description of the Property and, if requested by State, site and area maps that are acceptable to and approved by the State. After the State's review of the legal description and the Title Commitment, the State may require a survey to resolve any discrepancies or concerns.

**iv. Reports**

City shall, at no cost and expense to the State, cause qualified professionals to prepare a geologist's remoteness report, and a phase I environmental assessment, and should the State deem them necessary, any additional environmental assessments on all or part of the Property if reasonably necessary to protect the interests of the State. Such reports shall be acceptable to and approved by the State.

**C. Title Inspection and Review**

The State's satisfaction with the title to the Property after the opportunity for physical inspection of the Property and after reviewing the documents and evidence of title thereto provided for in this §9.C. If any of the State's objections made pursuant to this provision are not rectified, then the State may terminate this Agreement by written notice and both City and the State shall be released from any further obligations.

**i. Standard Title Exceptions**

City shall require Owners to cause the Title Policy to delete or insure over all standard exceptions regarding mechanics' liens, parties in possession, unrecorded easements, unpaid taxes, assessments, and unredeemed tax sales prior to the year of Closing, and survey matters.

**ii. Title Review - Matters of Public Record**

City, without cost or expense to the State, shall promptly cause a copy of the Title Commitment together with the following documents to be delivered to the State: (a) copies of all plats, declarations, covenants, conditions, and restrictions burdening the Property, and (b) copies of other documents (or, if illegible, summaries of such documents) listed in the Additional Exceptions of Schedule B-II of the Title Commitment. As soon as practicable after Closing, City shall provide a copy of the Title Policy insuring City’s interest in the Property to the State.

**iii. Title Review - Matters Not Shown by the Public Records**

City shall require Owners to deliver to City and the State true copies of all lease(s), survey(s), and other similar documentary information in Owners’ possession pertaining to the Property, and shall require Owners to disclose in writing to City and the State all easements, liens, or other title matters not shown by the public record of which Owners have actual knowledge. The State and City shall have the right to inspect the Property to determine if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy).

**iv. Unrecorded Burdens – City’s Liability**

City shall, at no cost to the State, cause Owners to discharge and/or cure any liens, charges, defects, encumbrances, claims, or causes of action (hereinafter called “burdens”) existing on or before Closing and incurred by City or Owners that attach to the Property which are not of record at the time of Closing and which were not disclosed pursuant to §9.C.iii. Grantee shall reimburse the State in an amount equal to CPW’s proportionate contribution to Purchase Price of any diminution in value of the City’s interest in the Property if any such burdens cannot be discharged or cured. The State may bring an action to enforce this §9.C.iv if City fails or refuses to do so within a reasonable time, and City shall reimburse the State for its costs and reasonable attorney’s fees incurred with regard to such action.

**D. Conservation and Trail Easement**

At Closing City shall convey to the State, a Conservation and Trail Easement substantially in the form of Exhibit B for no additional consideration from the State. The Conservation and Trail Easement shall be recorded immediately following recording of City’s general warranty deed.

**E. Contribution from Mesa County**

Contribution from Mesa County towards the Purchase Price in an amount not less than \$555,000.00.

**F. Life Estate**

At Closing, City shall execute a Life Estate substantially in the form of Exhibit C. The Life Estate shall be recorded after the Conservation and Trail Easement.

**G. Reimbursement Agreement**

At Closing, City, the State, and Mesa County shall execute a Reimbursement Agreement substantially in the form of Exhibit D. The Reimbursement Agreement shall be recorded after the Life Estate.

**Commented [DM1]:** CPW no longer requires this. Mesa County may still want want but CPW is fine with removing this from the funding agreement.

**H.G. Baseline Inventory Report**

At Closing, City and the State shall execute a Baseline Inventory Report documenting the present conditions and conservation values of the Conservation and Trail Easement. This document will not be recorded.

**H.H. Management Plan**

At Closing, City and the State shall execute a Management Plan for the portion of the Property encumbered by the Conservation and Trail Easement, which shall describe the objectives and actions for management of the Property for the next five years after Closing. This document will not be recorded.

**10. STATUS PENDING CLOSING**

**A. Maintenance of the Property**

City shall require Owners to maintain the Property in its present condition until Closing. Specifically, but not by way of limitation, City shall prohibit the following activities on the Property: cutting, slashing, removing, destroying or wasting of any trees or plants; diking, dredging, filling or other disturbances; or disturbance of the soils or any alteration of the surface or of any vegetation thereon (with the exception of historic livestock grazing and harvesting of seasonal crops, which shall be in accordance with acceptable range management and farming standards). In the event of any such loss or damage prior to Closing, the State may, without liability, terminate this Agreement.

**B. Risk of Loss**

The State may elect to terminate this Agreement without liability in the event of loss or damage to the Property before closing, including, but not limited to, losses from acts of nature, such as fire, flood, and landslide.

**11. CLOSING**

**A. Date, Time and Location**

The date and time of Closing shall be at the mutual agreement of CPW, City and Owners, but not later than 5:00 p.m. on December 31, 2024 at the offices of the title company.

**B. Documents and Funds Delivered**

Owners shall deliver to City a properly executed general warranty deed. That portion of the Purchase Price supplied by the State may be in the form of a State warrant or electronic funds transfer, which shall be at the State’s discretion. The State’s payment shall be made under instructions that payment shall be returned to the State if for any reason acquisition of the Property does not occur.

**12. REPRESENTATIONS AND WARRANTIES**

**A. Owners to City**

As a condition of entering into this Agreement the State requires City to obtain from Owners the following representations and warranties in the Contract which shall be enforceable by the State as a third-party beneficiary of the Contract:

**i. Compliance with Law**

Owners are in compliance with the laws, orders, and regulations of each governmental department, commission, board or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

**ii. Ownership of the Property**

Owners are the sole and record owner in fee simple of the Property as of the Effective Date of this Agreement and at Closing City shall receive good and marketable title to the Property, subject to those matters of record revealed in the Title Commitment and those matters disclosed to City and the State.

**iii. Other Agreements**

Owners are not a party to, subject to, or bound by any agreement, contract, or lease of any kind relating to the Property that would conflict with Owners’ performance under the Contract other than those matters of record revealed in the Title Commitment and found acceptable to the State.

**iv. Pending Actions**

There are not any actions, suits, proceedings, or investigations pending or, to Owners’ knowledge, threatened, against or affecting the Property, or arising out of Owners’ actions or inactions related to the Property.

**B. City to the State**

City makes the following representations and warranties to the State, each of which the State relied upon in entering into this Agreement:

**i. Legal Authority–City Signatory**

City warrants that it possesses the legal authority to enter into this Agreement, and, if City is not a natural person, that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, to lawfully authorize its undersigned signatory to execute this Agreement, and to bind City to its terms. If the State requests, City shall provide the State with proof of City’s authority to enter into this Agreement within 15 days of receiving such request.

**13. DEFAULT – TIME IS OF THE ESSENCE – REMEDIES**

Time is of the essence hereof. If either Party is in default under this Agreement, the other Party shall have available to it all remedies at law and in equity.

**14. NOTICES AND REPRESENTATIVES**

Notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to the representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**State**  
Colorado Parks and Wildlife  
Real Estate Section  
6060 Broadway  
Denver, Colorado 80216  
Michael.downey-hodson@state.co.us

**City**  
City of Grand Junction  
City Manager  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
[andrea.phillips@gjcity.org](mailto:andrea.phillips@gjcity.org)

And copy to  
  
City Attorney  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

[johns@gicity.org](mailto:johns@gicity.org)

## **15. LIMITATION OF CITY AND STATE LIABILITY**

Liability for claims for injuries to persons or property arising from the negligence of the City and/or the State of Colorado, their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of CRS §24-10-101 et seq. (the CGIA) and/or CRS §24-30-1501, et seq. (risk management).

## **16. GENERAL PROVISIONS**

### **A. Assignment**

City may not assign its rights under this Agreement absent written consent of the State which may be withheld at the State's sole and absolute discretion.

### **B. Binding Effect**

All provisions herein, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions and Headings**

The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

### **D. Digital Signatures**

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

### **E. 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.

### **F. CORA Disclosure**

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-106-107, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

### **G. Counterparts**

This Agreement may be executed in multiple identical original counterparts constituting one Agreement.

### **H. Entire Understanding**

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

### **I. Jurisdiction and Venue**

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in the County in which the Property is located.

**J. Modification**

**i. By the Parties**

Except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to by the Parties in a written amendment hereto, properly executed and approved in accordance with applicable Colorado State Law, State Fiscal Rules, and Office of the State Controller Policies. Modifications specifically permitted in this Agreement shall be made in accordance with the State Controller's Policy entitled MODIFICATION OF GRANTS - TOOLS AND FORMS.

**ii. By Operation of Law**

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State Law, or their implementing regulations. Any such required modification shall be automatically incorporated as part of this Agreement on the effective date of such change, as if fully set forth herein.

**K. Order of Precedence**

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by City, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The remaining provisions of this Agreement,
- iii. Exhibits

**L. Severability**

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

**M. Survival of Certain Agreement Terms**

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after Closing or termination hereof, shall survive such Closing or termination and shall be enforceable by the State if City fails to perform or comply as required.

**N. Taxes**

The City and the State are exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 et seq. and 201 et seq..

**O. 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.

**P. Waiver**

Waiver of any default under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be

construed or deemed as a waiver of any subsequent default, provision or, requirement, or of any other term, provision, or requirement.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. COMPLIANCE WITH LAW.**

City shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**E. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in the county in which the Property is located. Venue shall be proper in any county in which the Property is located if it is situate in more than one county.

**F. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold City harmless; requires the State to agree to binding arbitration; limits City's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**G. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. City has no interest and shall not acquire any interest, direct or indirect, that would

conflict in any manner or degree with the performance of City's services and City shall not employ any person having such known interests.

**H. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to City in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by City by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and City, or by any other appropriate method for collecting debts owed to the State.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**18. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS FUNDING AGREEMENT**

Persons signing for City hereby swear and affirm that they are authorized to act on City's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;"><b>CITY OF GRAND JUNCTION</b></p> <p style="text-align: center;">_____ Signature</p> <p>By: _____ Printed Name</p> <p>Title: _____ Title</p> <p>Date: _____ Date</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor 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 Jeff Davis, Director</p> <p style="text-align: center;">_____ Signature</p> <p>By: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. City is not authorized to begin performance until such time. If City begins performing prior thereto, the State of Colorado is not obligated to pay City for such performance or for any goods and/or services provided hereunder.

<p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p>	
_____ <i>Signature – State Controller</i>	Printed Name: _____
Title: _____	Date: _____

**EXHIBIT A**

**Property Description**

LEGAL DESCRIPTION (As Surveyed):

A Parcel of land described in Reception Number 2572601 located in Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner) bears S89°46'01"E using the Mesa County Local Coordinate System with all other bearings herein being relative thereto;

thence S89°46'01"E along the north line of said Lot 1, a distance of 19.65 feet to the Northwest corner of a parcel of land described in Reception Number 1795805;

thence along the boundary of said Reception Number 1795805 for the following two (2) courses:

- 1) S00°13'19"W, a distance of 365.02 feet;
- 2) S84°35'35"E, a distance of 195.30 feet;

thence S76°29'23"E, a distance of 363.05 feet; thence S11°21'25"W, a distance of 531.39 feet to the centerline of the Colorado River;

thence Northwesterly along said centerline to a point N89°46'00"W, a distance of 385.00 feet and S00°14'00"W, a distance of 659.48 feet from said Northeast Corner of Lot 2;

thence N00°14'00"E, a distance of 659.48 to a point on the North line of said Lot 2; thence S89°46'00"E along said north line of Lot 2, a distance of 385.00 feet to the Point of Beginning.

Containing 12.36 Acres gross area more or less, 9.58 Acres upland area more or less as described.

Description prepared by: Renee Beth Parent, State of Colorado – PLS No. 38266 for the City of Grand Junction, 244 N. 7th Street, Grand Junction, CO 81501

## EXHIBIT B

### Conservation and Trail Easement

#### Conservation Easement

A parcel of land for the purposes of a conservation easement, being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S34°42'58"E, a distance of 898.07 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92 and the Point of Beginning;

thence S11°21'25"W, a distance of 256.11 feet along said Westerly line to the centerline of the Colorado River; thence along said centerline the following three (3) courses:

- 1) N65°28'26"W, a distance of 427.87 feet;
- 2) N68°34'59"W, a distance of 203.33 feet;
- 3) N73°35'48"W, a distance of 281.62 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 262.56 feet along said East line; thence S70°11'35"E, a distance of 544.89 feet; thence S73°30'31"E, a distance of 146.73 feet; thence S60°10'08"E, a distance of 163.97 feet; thence S71°08'53"E, a distance of 108.29 feet to the Point of Beginning.

Said Parcel of land containing 5.19 Acres more or less.

**Trail Easement** (Area included within the Conservation Easement. The north border for each is the same.)

A thirty foot (30') wide strip of land for the purposes of a trail easement, being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S34°42'58"E, a distance of 898.07 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92 and the Point of Beginning; thence S11°21'25"W, a distance of 30.26 feet along said Westerly line; thence N71°08'53"W, a distance of 115.12 feet; thence N60°10'08"W, a distance of 163.34 feet; thence N73°30'31"W, a distance of 144.09 feet; thence N70°11'35"W, a distance of 535.09 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 31.84 feet along said East line; thence S70°11'35"E, a distance of 544.89 feet; thence S73°30'31"E, a

distance of 146.73 feet; thence S60°10'08"E, a distance of 163.97 feet; thence S71°08'53"E, a distance of 108.29 feet to the Point of Beginning.

Said Parcel of land containing 0.66 Acres more or less.

Description prepared by: Renee Beth Parent, State of Colorado – PLS No. 38266 for the City of Grand Junction, 244 N. 7th Street, Grand Junction, CO 81501

EXHIBIT A (Page 3 of 6)

**EXHIBIT C**

**DEED GRANTING LIFE ESTATE**

This Life Estate Deed made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the **City of Grand Junction, a Colorado home rule municipality, (Grantor)** whose mailing address is 250 N. 5th Street, Grand Junction, CO 81501, who is the owner of land the subject of this deed, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **Bennie Dick Skinner, (Grantee)** to hold during her life and no longer, the real property located in Mesa County, Colorado described, to wit:

Described in **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, to have and to hold the property hereby conveyed unto the Grantee for and during her life and no longer subject to current taxes, all easements, rights-of-way, encumbrances, liens, covenants, conditions, and restrictions together with all improvements thereon, easements, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee. Grantee shall be responsible for maintenance, repairs, all taxes, insurance with the Grantor and its officers and employees additional named insureds and assessments.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

City of Grand Junction, a home rule municipality

ATTEST:

\_\_\_\_\_  
Andrea Phillips, Interim City Manager

\_\_\_\_\_, City Clerk

State of Colorado                    )  
  )ss  
County of Mesa                        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by Andrea Phillips, Interim City Manager and Amy Phillips, City Clerk for the City of Grand Junction.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

EXHIBIT A (Page 5 of 6)

**EXHIBIT D**

**Reimbursement Agreement**

**Commented [DM2]:** May be removed

1 INTERGOVERNMENTAL AGREEMENT

2  
3  
4 THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this  
5 \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the CITY OF  
6 GRAND JUNCTION, a Colorado home rule municipality, (“City”) and MESA COUNTY,  
7 COLORADO, a political subdivision of the State of Colorado (“County.”) City and County are  
8 referred to collectively as the “Parties” and individually as a “Party.”  
9

10 **RECITALS:**

11  
12 The Parties have been working together for more than four decades to establish a riverfront trail  
13 to provide recreation and transportation mobility options to those who live and work within the  
14 City and County and those who visit the area. A riverfront trail is constructed along the  
15 Colorado River as far west as 20 Road and extends to just east of the Las Colonias Park in Grand  
16 Junction. The City and the County along with the State of Colorado acting by and through the  
17 Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife  
18 and the Parks and Wildlife Commission, referred to hereinafter as the “State” have been working  
19 diligently over the last year to obtain one of the last remaining areas for a trail connection  
20 between 27½ Road and 29 Road. City and County are referred to collectively as the “Parties”  
21 and individually as a “Party.” City, County and State shall be referred to collectively as  
22 “Partners.”  
23

24 The Parties acknowledge that the mutual promises and covenants contained herein and other  
25 good and valuable consideration are sufficient and adequate to support this Agreement.  
26

27 The City intends to obtain from Gavin W. Skinner (deceased), Bennie Dick Skinner, and David  
28 Lee Skinner (collectively “Owners”) a general warranty deed for the parcels located at 2467 C½  
29 Road and 2773 C½ Road with parcel numbers 2945-244-00-255, 2945-244-00-203, 2945-244-  
30 00-074, and 2945-244-00-176 containing approximately 12.36 acres. Exhibit A attached hereto  
31 and incorporated herein is the legal description for the property to be obtained (“Property.”) The  
32 Partners shall equally participate in the purchase of the Property.  
33

34 The City shall grant a Conservation and Trail Easement to the State for approximately 5.17 acres  
35 and a life estate back to Bennie Dick Skinner in approximately 7.17 acres. The two areas do not  
36 overlap. The life estate is contemplated in the purchase price of the Property.  
37

38 By the terms hereof and the signatures affixed hereto, the Parties represent that each is ready,  
39 willing and able to perform the services set forth in this Agreement with the appropriate  
40 approvals from the City Council and the County Commissioners.  
41

42 NOW, THEREFORE, and in consideration of the premises and other good and valuable  
43 consideration, the Parties agree as follows:  
44

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

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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 at the time of closing in the form of \_\_\_\_\_ or electronic funds transfer.

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.

6. **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.

7. **NOTICES:** Notices concerning this Agreement shall be made in writing and hand delivered to the addresses listed below:

City of Grand Junction	Mesa County
City Manager	County Administrator
250 North 5th Street	544 Rood Avenue
Grand Junction, Colorado 81501	Grand Junction, CO 81501

with a copy to

Office of the City Attorney	Office of the County Attorney
250 North 5th Street	544 Rood Avenue
Grand Junction, Colorado 81501	Grand Junction, CO 81501

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- 8. **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.
- 9. **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.
- 10. **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.
- 11. **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.
- 12. **COUNTERPARTS:** This Agreement may be executed in multiple identical original counterparts constituting one Agreement.
- 13. **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: \_\_\_\_\_  
Pete Baier, County Administrator

Exhibit A

LEGAL DESCRIPTION (As Surveyed:)

A Parcel of land described in Reception Number 2572601 located in Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner) bears S89°46'01"E using the Mesa County Local Coordinate System with all other bearings herein being relative thereto;  
thence S89°46'01"E along the north line of said Lot 1, a distance of 19.65 feet to the Northwest corner of a parcel of land described in Reception Number 1795805;  
thence along the boundary of said Reception Number 1795805 for the following two (2) courses:  
1) S00°13'19"W, a distance of 365.02 feet;  
2) S84°35'35"E, a distance of 195.30 feet;  
thence S76°29'23"E, a distance of 363.05 feet; thence S11°21'25"W, a distance of 531.39 feet to the centerline of the Colorado River; thence Northwesterly along said centerline to a point N89°46'00"W, a distance of 385.00 feet and S00°14'00"W, a distance of 659.48 feet from said Northeast Corner of Lot 2; thence N00°14'00"E, a distance of 659.48 to a point on the North line of said Lot 2; thence S89°46'00"E along said north line of Lot 2, a distance of 385.00 feet to the Point of Beginning.

Containing 12.36 Acres gross area more or less, 9.58 Acres upland area more or less as described.

**NOTICE: GRANTOR SHALL NOTIFY GRANTEE AND PAY A TRANSFER FEE OF ONE HUNDRED DOLLARS (\$100.00) TO GRANTEE, ANY TIME THE PROPERTY IS TRANSFERRED TO A THIRD PARTY PURSUANT TO THE REQUIREMENTS IN SECTION 11.B.**

**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**

**CONSERVATION EASEMENT IN GROSS**

**Granted By  
City of Grand Junction**

This Conservation Easement in Gross (“CE”) is granted by the City of Grand Junction, a Colorado home-rule municipality (“Grantor”), whose address is 250 North 5th Street, Grand Junction, CO 81501, to 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 (“State” or “CPW” or “Grantee”), located at 6060 Broadway, Denver, Colorado, 80216.

**RECITALS**

**Whereas** the State is a governmental entity qualified to hold this CE under CRS §38-30.5-101 et seq., which provides for conservation easements to retain or maintain land, water, airspace, or water rights, predominantly in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity. Authority to enter into this CE exists pursuant to CRS §33-1-101, §33-1-104, §33-1-105, §33-9-101, et seq., §33-10-101, §33-10-106, §33-10-107, and §38-30.5-102; sufficient funds have been budgeted and appropriated; and all prior reviews and approvals have been obtained. And,

**Whereas** by this CE, Grantor intends to absolutely, irrevocably, unconditionally, without restriction, voluntarily grant, transfer, and convey to the State a real property interest pursuant to CRS §38-30.5-101 et seq., with all additional rights and interests provided under common law. Such real property interest includes a perpetual right to preserve and protect the Conservation Values (see §1.D) of the Property (see §1.K) and therefore this CE prohibits, and the Parties shall not engage in, any use that would diminish or impair the

Conservation Values or that otherwise would be inconsistent with the purposes of this CE. And,

**Whereas** this CE supports the legislative policies, purposes, and uses enumerated in CRS §33-1-101, §33-1-104, §33-1-105, §33-9-101, et seq., §33-10-101, §33-10-106, §33-10-107, and §38-30.5-102 as the Property possesses some or all of the values and characteristics listed herein, which are important to the Parties, the residents of the local community, and the people of the State of Colorado and which values shall be herein referred to as “Conservation Values.” In particular, the Property possesses the following Conservation Values:

**i. Outdoor Recreation**

The Property provides access to the general public through the Colorado River Trail which connects several city and state park lands along the Colorado River. The Property provides additional public access opportunities for low-impact outdoor recreation activities.

**ii. Scenic Open Space**

The Property is made up of a scenic gallery of cottonwood trees and other riparian species lining the north bank of the Colorado River. Open and scenic vistas are visible to trail users looking towards the Colorado River against the backdrop of rolling hills and mesas that surround the Grand Valley.

**iii. Wildlife Habitat**

The Property is made up of relatively natural habitat that is primarily riparian cottonwood gallery forests. The property lies within the area designated as critical habitat for western yellow-billed cuckoo, listed by the United States Fish and Wildlife Service as a threatened species.

**iv. Connectivity**

The Property enhances the connectivity of a mix of public park lands owned by Colorado Parks & Wildlife and the City of Grand Junction along the north bank of the Colorado River. And,

**Whereas** the Parties desire to collaborate in construction of the Colorado River Trail, which will serve as an important amenity to the people of the City of Grand Junction, Mesa County, and the State of Colorado. And,

**Whereas** this CE will convey a right of access to the State to allow the general public to use the Property for the Colorado River Trail and other low-impact outdoor recreation activities. And,

**Whereas** the following attachments and exhibits are attached hereto and incorporated by reference herein: **EXHIBIT A** (Legal Description of Property), **EXHIBIT B** (Property Map), and **EXHIBIT C** (Sample Notice of Transfer of Property Form)

**Now Therefore**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration paid in this or related transactions, the receipt of which is hereby acknowledged as sufficient and adequate to support the granting of this CE, and pursuant to CRS §38-30.5-101, et seq. and with all additional rights and interests provided under common law, by this CE Grantor hereby absolutely, irrevocably,

unconditionally, without restriction, and voluntarily grants, conveys, and transfers to the State, and the State accepts, a perpetual conservation easement encumbering the Property. This CE shall run with the land and constitutes a real property interest vested in the State on the Closing Date. The term “conservation easement in gross” is used as defined in CRS §38-30.5-101, et seq. and the common law doctrine that non-adjoining easements are personal interests shall not apply whether or not the State owns any real property adjoining the Property.

**1. DEFINITIONS**

The following terms as used herein shall mean and be construed and interpreted as follows:

**A. Baseline Report**

“Baseline Report” means the written report, incorporated by reference herein, approved and signed by the Parties documenting the condition of the Property as of the Closing Date.

**B. CE**

“CE” means this Conservation Easement in Gross, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this CE, exhibits, attachments or references incorporated herein pursuant to Colorado Law and Regulations, State Fiscal Rules, and State Controller Policies.

**C. Closing and Closing Date**

“Closing” means the full execution of this CE. “Closing Date” is the date on which the Closing occurs.

**D. Conservation Values**

“Conservation Values” means those values and characteristics described as “Conservation Values” in the third Recital above.

**E. CRS**

“CRS” means the Colorado Revised Statutes as amended.

**F. Management Plan**

“Management Plan” means the plan, and any amendments thereto, detailing ongoing management of the Property.

**G. Minerals**

“Minerals” is to be construed in the most expansive and liberal terms and means any naturally occurring substance that can be extracted from the surface of or below the earth (specifically, in this instance, the Property), whether or not a substance is currently recognized as valuable, and includes, but is not limited to, the following: soil, sand, gravel, rock, stone, decorative stone, oil, natural gas, carbon dioxide, coalbed methane (including any and all substances produced in association therewith from coal-bearing formations), hydrocarbon, or fuel.

**H. Mineral Development**

“Mineral Development” means the act of extracting Minerals from the surface of or below the Property via any means including, but not limited to, the following:

- i. Surface or tunnel mining including “mining” as defined in Internal Revenue Code §170(h).
- ii. Construction of any and all roads, pipelines, structures, equipment, tanks, storage facilities, ponds, evaporation pools or pits, utility lines, or any kind and description,

and all other activities related to oil and gas operations as described in CRS §34-60-103(6.5) and in Colorado Energy and Carbon Management Commission Rule 100 - Definitions.

**I. Mineral Rights**

“Mineral Rights” means the right to explore for and extract Minerals from the Property by virtue of any interest in the Property, including, but not limited to, the following: any real property interest, mineral deed, mineral lease, mineral severance, mineral reservation, mining claim, or mining lease.

**J. Party and Parties**

“Party” means the State or Grantor and “Parties” means both the State and Grantor.

**K. Property**

“Property” is the real property described in **EXHIBIT A** and depicted for illustrative purposes only in **EXHIBIT B** and includes all land, improvements, and fixtures together with all Grantor’s right, title and interest in all easements, rights of way, and appurtenant rights, and other interests therein. The Property includes the surface thereof, the subsurface below the Property to the center of the Earth, and the airspace from the surface extending 100 miles above the Property.

**L. Violation**

“Violation” means injury to or impairment of the Conservation Values, or a breach in whole or in part of any of the provisions of this CE.

**2. TERM AND TERMINATION**

**A. Perpetual Term and Recording**

This CE shall continue in perpetuity. Following Closing, this CE shall be promptly recorded in the official records of the county in which the Property is situated and the State may re-record it and any amendments hereto at any time as may be required to preserve its rights in this CE.

**B. Termination**

This CE may only be terminated or extinguished, in whole or in part, by order of a court of competent jurisdiction in accordance with State and/or federal laws. The following shall not impair the validity of this CE, nor shall any of the following be considered grounds for this CE to be amended, terminated or extinguished: **(i)** under theories of abandonment, **(ii)** for failure of the State to enforce this CE in whole or part, **(iii)** for changes in the potential economic value of any use that is prohibited by or inconsistent with this CE, **(iv)** for changes in any current or future uses of neighboring properties, **(v)** for the inability of the Grantor or Grantor’s heirs, successors or assigns to use the Property as permitted by this CE, or the unprofitability of doing so, **(vi)** due to the repeal or amendment of Section 38-30.5-101 et seq., **(vii)** for the disappearance of any species/specimens from the Property or the scientific or legal conclusion that such species is extinct, or **(viii)** for changes to the Property caused by natural disaster or other events that alter, diminish, eliminate, or otherwise negatively affect the original Conservation Values.

**3. PERMITTED USES AND ACTIVITIES**

Grantor may engage in or allow the following uses of the Property and activities reasonably incidental thereto, provided they are consistent with the purpose of this CE and do not change, disturb, alter, diminish, or impair the Conservation Values.

**A. Recreational and Agricultural Structures**

Building, renovating, remodeling, and using structures necessary for agricultural or public recreational uses allowed under this CE after receiving approval in advance in writing by the State, whose approval shall not be unreasonably withheld; provided that no structure shall be used as temporary or permanent residence. Examples of recreational and agricultural structures include, but are not limited to, sheds, lean-tos, livestock shelters, hoop houses, small greenhouses, picnic tables, fishing piers, benches, interpretive signs, and the like. Any structures constructed under this section shall be located to minimize impact to the Conservation Values. No structure may exceed a height of 20 feet above grade. Height is defined as the vertical distance from grade plane to the average height of the highest roof surface.

**B. Agriculture**

Grantor reserves the right to conduct any customary agricultural or horticultural uses on the Property, subject to the restrictions in this CE. The Parties agree to work together to draft provisions for permitted agricultural activities, consistent with this CE, in the Management Plan (§7).

**C. Fences**

Existing fences (as documented in the Baseline Report) shall be maintained and repaired in accordance with CPW wildlife friendly standards. Construction of new fences is not allowed except (i) when approved in advance in writing by State, (ii) around the perimeter of the Property, (iii) such cross-fencing as may be necessary for the control of livestock, or (iv) such fencing as may be necessary to control public access on the Property. New and replaced fencing must be installed in accordance with CPW wildlife friendly standards. Sheep-tight or woven fence shall not be used to repair or replace existing fences.

**D. Public Recreational Use**

Grantor hereby grants, conveys, and transfers to the State, and the State accepts, a perpetual easement for the access of the State and the public over the Property that runs with the land, which constitute a real property interest immediately vested in the State, as further provided in §6.

**E. Noxious Weeds**

Control of noxious weeds (undesirable plant species designated as such under CRS §§35-5.5-101, et. seq.) on the Property by chemical, biological, and mechanical means. This right shall not include the right to conduct aerial herbicide or aerial insecticide spraying operations on the Property.

**F. Livestock Activities**

Use of the Property for feeding, breeding, raising and managing traditional livestock. Traditional livestock excludes Game Farm Animals (see §4.H).

**G. Recreational Use**

Personal recreational uses such as rafting, paddling, fishing, horseback riding, cross-country skiing, bicycling, or hiking, or other traditional non-motorized recreational activities.

**H. Roads and Trails**

Maintenance and use of existing roads on the Property. Grantor may construct new trails for the use of the general public subject to the State's prior written consent, which whose approval shall not be unreasonably withheld.

**I. Utilities**

Construction, installation, maintenance, repair, removal, relocation, replacement, and use of utility mains, lines, and underground facilities for the exclusive purpose of providing utility services to other Property owned by Grantor or supplied by Grantor with the utility services. Any utility infrastructure constructed under this section shall be sited to minimize its impact to the Conservation Values and shall be buried. Any areas disturbed as a result of any utility infrastructure construction shall be re-vegetated and restored to a natural condition with native vegetation as soon as is practicable after completion; provided however, if such disturbed area is under cultivation as permitted by this CE, then re-vegetation and restoration shall be done to restore such disturbed area to its condition in the Baseline Report as reasonably determined by the State.

**J. Water Infrastructure**

Grantor may install water facilities, including wells, pipelines, pump stations, water tanks (closed for storage or open for stock watering), stock ponds, dams and impoundments as reasonably necessary in connection with the agricultural operations of the Property.

**4. PROHIBITED AND RESTRICTED USES AND ACTIVITIES**

Without limiting the generality of the foregoing, the following activities are prohibited and restricted, except as expressly allowed in this CE or in the Management Plan or with prior written approval from the State:

**A. Activities Diminishing Conservation Values**

Any uses or activities on the Property by Grantor or any third parties that would change, disturb, alter, diminish or impair the Conservation Values, or that would be inconsistent with the purposes of this CE.

**B. Agriculture**

Farming, tilling, or any type of cultivation, except as provided in §3.B.

**C. Aircraft Facilities**

Constructing or erecting any aircraft facilities or aircraft landing facilities.

**D. Buildings, Structures, and Improvements**

Constructing, placing or erecting any new buildings, structures or other improvements, including without limitation trailers, permanent camping accommodations or tent facilities, Quonset huts, mobile homes, storage sheds, enclosures of any sort, except as expressly provided in this CE.

**E. Commercial or Industrial Activities**

Commercial or industrial activities as defined by \_\_\_\_\_.

**F. Easements**

Granting additional easements burdening the Property for any purpose.

**G. Feedlots**

Establishing or operating any feedlot, which is a permanently constructed confined area or facility that is used for the purpose of engaging in the business of receiving and feeding livestock.

**H. Game Farming or Game Animals**

Constructing, conducting, or operating a game farm or raising or holding Game Farm Animals or alternative livestock.

Game Farm Animals include: (i) penned, enclosed, or privately-owned caribou, black bear, grizzly bear, mountain lion, white-tail deer, black-tail deer, coues deer, elk, moose,

antelope, mountain sheep, mountain goat, red deer, **(ii)** any other cloven-hooved ungulate which is indigenous to Colorado, and **(iii)** any non-indigenous or exotic cloven-hooved ungulate which could interbreed with or spread disease to any cloven-hooved ungulate indigenous to Colorado. However, Game Farm Animals do not include traditional livestock including domestic cattle, domestic sheep, domestic goats, domestic pigs, and domestic llamas and alpacas.

**I. Leasing**

Leasing the Property or any portion of either, if any, to any third parties for any uses, except for the following: agriculture. Grantor shall notify any lessee of the limitations on the use of the Property contained in this CE and the Management Plan.

**J. Noxious, Invasive, non-Native, and Detrimental Species**

Introduction of any plant or animal species designated by local, State or federal agencies as noxious, invasive, non-native, or detrimental to wildlife.

**K. Recreational Activities**

Recreational activities not specifically permitted in §6. Specifically and without limitation it is prohibited to develop and/or use facilities for intensive recreational activities that concentrate people in a relatively confined area for significant periods of time. Examples include, but are not limited to athletic fields, golf courses or ranges, group playgrounds, campgrounds, and outdoor amphitheaters, sports facilities and recreation centers.

**L. Roads and Trails**

Constructing or establishing any new roads, bridges, trails, or parking lots, except as provided in §3.H.

**M. Signs**

Construction or erection of any signs or billboards on the Property without advance written approval of the State, except for signs that limit access to the Property such as signs announcing “private property” or “no trespassing,” or signs used to facilitate access to the Property by the general public.

**N. Storage**

Storage, except of materials necessary to facilitate uses permitted under this CE.

**O. Subdivision**

Dividing, subdividing, partitioning, or de facto subdividing the Property into two or more parcels or interests in common, or any attempt at the same, including, but not limited to construction and use of any “condominium unit” or “time share unit”, or creation of a “common interest community” as those terms are defined in the Colorado Condominium Ownership Act. Grantor further waives any contractual, statutory or common law right to partition the Property or any portion thereof into separate or distinct parcels.

**P. Topographical Changes**

Excavating, grading, cutting and filling, berming or other similar topographical changes, including without limitation the movement of minerals, peat, sod or topsoil are not permitted. Notwithstanding the foregoing, activities that are reasonably necessary in connection with the uses allowed under this CE shall be permitted, including reasonable topographical changes related to the repair, replacement, maintenance and construction of fences, structures, ponds, ditches, wells, pipelines, water system infrastructure, dams and

roads and trails. Any area disturbed by any topographical changes shall be promptly reclaimed and re-vegetated.

**Q. Trash, Waste, and Hazardous Materials**

Disposing, dumping, discarding, leaving, abandoning, accumulating, treating, reclaiming, recycling, storing, abandoning, or otherwise depositing any waste-like materials, pollutants, contaminants, hazardous substances (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended “CERCLA”), hazardous or otherwise, including but not necessarily limited to trash, litter, garbage, junk, or solid or liquid agricultural or non-agricultural wastes, provided that Grantor may establish manure piles, spread manure and perform similar customary ranching-related activities.

**R. Utility Systems**

Constructing or installing any new above ground public or private utilities, including but not limited to transmission lines, antennas, radio, telephone, television, telecommunication towers, and wind, solar, geothermal, and hydro energy production systems, or constructing a commercial energy production facility, except as expressly provided by this CE.

**S. Vegetation**

Cutting, removing, or unnecessarily damaging any vegetation. This prohibition shall not restrict Grantor’s right to cut and remove from the Property **(i)** dead, diseased or downed vegetation that present a fire and/or safety hazard or obstruction; **(ii)** invasive non-native species; **(iii)** vegetation that obstruct ditches, wells, ponds, springs, pipelines or water system infrastructure, fences or traveled surfaces; and **(iv)** dead wood for use as fence posts, and **(v)** any additional vegetation as provided for under the Management Plan. Except on a limited and localized basis, trees may be cut only to **(i)** control insects and disease, **(ii)** to control invasive non-native species, **(iii)** to prevent personal injury and property damage, **(iv)** to remove downed trees that present fire/safety hazards or obstructs ditches, wells, ponds, springs, pipelines, or water system infrastructure, fences or traveled surfaces, and **(v)** for domestic uses on the Property such as firewood, and construction of permitted buildings and fences. Any other timber harvesting may only be conducted in accordance with a forest management plan prepared by a professional forester at Grantor’s expense and approved in writing by the State either in a separate document or by incorporation with the Management Plan.

**T. Vehicles**

Use of motorized vehicles except (i) on existing roads, and (ii) as used for agricultural purposes, property management or animal retrieval.

**U. Water Bodies**

Any change to any creek, stream, river, stream channel, riparian corridor, wetland, pond, aquifer, or lake edge (collectively “Water Bodies”), including, but not limited to removal, alteration, impairment, draining, or modification of any Water Body on the Property, unless approved in writing in advance by the State in its sole discretion. Nor shall Grantor degrade or pollute any Water Bodies on the Property. Notwithstanding the foregoing, Grantor may establish erosion control structures on the Property in accordance with the Management Plan.

**5. MINERALS**

Mineral Development (as defined in §1.I) that disturbs the surface of the Property or otherwise detrimentally affects the Conservation Values is prohibited subject to the provisions of this §5.

**A. Grantor**

The provisions of this §5.A apply to any and all Mineral Rights that Grantor owns or controls as of the Closing Date or acquires or controls by any means at any time after the Closing Date.

**i. Mineral Development**

- a. Grantor shall not engage in Mineral Development of any Mineral Rights.
- b. Grantor shall not allow or consent to any third parties to engage in Mineral Development of any Mineral Rights:

**ii. Transfer**

Grantor shall not transfer, lease, sever, or otherwise separate Mineral Rights from the Property. Any attempts to do so shall be void ab initio.

**B. Third Party**

**i. Future Third Party Agreements**

The approval of both Parties is required to enter into any new agreements with third parties regarding any Mineral Rights or Mineral Development. The Parties shall give written notice to each other in accordance with §13 any time either Party is contacted, either formally or informally, by a third party regarding Mineral Development. The Party contacted shall give said notice to the other Party as soon as practical, but not later than 10 days after the occurrence of the contact, and shall describe in detail all material aspects of the contact, including, but not limited to, the identity of the third party and the nature of the contact. Any failure to provide such notice shall not impair the validity of this §5 or other provisions of this CE. Any third party agreement must either (1) prohibit any access to the surface of the Property or (2) must (a) limit the area(s) of disturbance to specified area(s); (b) include provisions that ensure that the proposed activities have a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values; and (c) contain a full description of the activities proposed, a description of the extent of disturbance, the location of facilities, equipment, roadways, pipelines and any other infrastructure, the proposed operation restrictions to minimize impacts to the Conservation Values, reclamation measures including and in addition to those required by law, and remedies for damages to the Property's Conservation Values. Any third party agreement that only permits subsurface access to the minerals but prohibits any access to the surface of the Property shall also prohibit any disturbance to the subjacent and lateral support of the Property and shall not allow any use that would materially adversely affect the Property's Conservation Values.

**ii. Shared Influence and Control**

With respect to any Mineral Rights not currently owned by Grantor, whether or not Mineral Development is currently occurring, Grantor irrevocably assigns and grants to the State the same legal rights as Grantor to influence and control impacts to the surface of the Property from Mineral Development. Such rights include, but are not be limited to, the unilateral right to take whatever legal action the State deems

necessary in order to respond to proposed Mineral Development, including bringing judicial or administrative actions. Mineral Development condemnation shall be treated pursuant to §12.G.

**6. PUBLIC ACCESS**

The State is granted the exclusive right to allow, regulate, administer and prohibit public access to the Property in its sole discretion.

**A. Low Impact**

Public access shall be limited to low-impact outdoor recreation including, but not limited to, rafting, paddling, hiking, bicycling, horseback-riding, snowshoeing, cross-country skiing, fishing, wildlife-viewing, picnicking, photographing, open space, environmental education, wildlife-viewing, temporary gatherings such as weddings/reunions, and non-commercial, outdoor recreational activities.

**B. Trail Easement**

The State is granted the exclusive right to construct and maintain a 30-foot wide trail on the Property that will serve as part of the planned Colorado River Trail, as demonstrated in the Baseline Report.

**C. Management**

With the State's advance written consent, which may be granted, withheld or conditioned in the State's sole discretion, Grantor or a third party may manage public access so long as such management is consistent with this Easement.

**D. Recreation Plan**

Any plan developed to facilitate public access to the Property shall enhance the outdoor recreation Conservation Value while minimizing any adverse impacts to the wildlife habitat, scenic open space, and connectivity Conservation Values. Any plan requires the State's advance written consent, which may be granted, withheld or conditioned in the State's sole discretion, and the Parties agree to incorporate any plans developed hereunder in the Management Plan (§7).

**7. MANAGEMENT PLAN**

In order to protect and further the Conservation Values, the Parties have developed a Management Plan for the Property. Both Parties shall keep a copy of the Management Plan and comply with its provisions. Any conflict between the provisions of this CE and those of the Management Plan shall be resolved in favor of this CE. The Parties shall review and may modify the Management Plan in accordance with its terms. Any subsequent modifications to the Management Plan shall not require a formal amendment to this CE nor shall any subsequent modification or amendment to the Management Plan be recorded; however, they shall conform to the provisions of this CE.

**8. COMPLIANCE WITH ALL LAWS AND REGULATIONS**

Grantor shall comply with all federal, state, and local laws and regulations having jurisdiction over the Property including the Grantor. Nothing in this CE such be construed as relieving Grantor of any responsibilities or obligations to any other governmental body,

including any other department, division or subdivision of the State established by law or agreement.

**9. ENFORCEMENT AND MONITORING**

In order to preserve and protect the Conservation Values and ensure compliance with the provisions of this CE, (including the provisions of the Management Plan), the State shall have the right to enter upon all parts of the Property by foot or motorized vehicle in order to inspect and enforce this CE, and to facilitate access to the Property by the general public as provided in §6. The State may prevent or enjoin Grantor from conducting any activities or uses of the Property which, in the sole discretion of the State, violate the provisions of this CE. In addition, the State may, independently or preferably in cooperation with Grantor, prevent or enjoin any third parties (whether or not the third parties were authorized by Grantor to access the Property) from conducting any activities or uses of the Property that violate the provisions of this CE. A copy of the Baseline Report is on file with both Parties. If a controversy arises after Closing regarding the condition of the Property or compliance with or Violation of any provision of this CE, then the Parties may use the Baseline Report and any other evidence to assist in resolving the disagreement in any informal or formal proceeding.

**10. GRANTOR'S REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS**

Grantor accepts the following obligations and makes the following specific representations and warranties, each of which was relied on by the State in purchasing this CE.

**A. Covenants of Title**

Grantor, for Grantor and Grantor's heirs, assigns, successors, and personal representatives, does covenant and agree to and with the State and its assigns that as of the Closing Date, Grantor is well seized of the Property, has good and absolute title, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the interest in the Property, created in this CE in the manner and form provided for in this CE, and that the Property is free and clear from all liens, taxes, assessments, encumbrances, reservations, rights-of-way, and restrictions. Grantor shall and will warrant and forever defend the interests in the Property, created in this CE in the quiet and peaceable possession and rights of the State and its assigns, against all and every person(s) or entity whose lawful claim to the whole or any part of the Property would affect the Conservation Values, the validity or perpetual nature of this CE, or diminish the value of this CE.

**B. Hazardous Substances**

Grantor does not know of, or have any reason to believe, any "Hazardous Substance," as defined in §42 U.S.C. 9601(14), or pollutant, contaminant, hazardous or toxic material, substance, or waste, as they may be defined under relevant Federal, State or local law, or asbestos, is located on the Property and Grantor has not received notice of any violation or alleged violation of any law, rule, or regulation regarding such substances. The conveyance of this CE from Grantor to the State is not intended to relieve Grantor of any obligation or liability Grantor would incur under relevant federal or State law concerning such substances as an owner of the Property. In particular, the provisions of this CE shall not be interpreted to make the State an "owner of" or "responsible party for" the Property for purposes of any federal or State environmental law or regulation, including, but not

limited to, CERCLA. Grantor shall make the foregoing representation in a separate writing deliverable to the State upon request by the State.

**C. Independent Professional Advice**

Grantor received such independent legal and financial advice regarding this CE as Grantor deemed necessary and prudent, and based thereon, and upon Grantor's informed judgment, Grantor voluntarily granted this CE to Grantee.

**D. Legal Authority – Grantor Signatory**

Grantor possesses the legal authority to enter into this CE and, if not a natural person, Grantor has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, to lawfully authorize its undersigned signatory to execute this CE, and to bind Grantor to its terms.

**E. Notification and Actions**

**i. Litigation**

In addition to any other notification obligations Grantor has under this CE, Grantor has an affirmative obligation to notify the State about litigation within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this CE or which may affect Grantor's ability to perform its obligations hereunder, Grantor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice, and such copies shall be delivered to the Director of CPW.

**ii. Third Party Uses and Actions**

Grantor shall attempt to prevent or halt, and shall notify the State of, any uses of or activities on the Property by third parties that would be a Violation of this CE, and any uses or activities disallowed by this CE. In the event the Grantor is unable to halt such uses or activities, the State, in its sole discretion, may independently contact third parties to prevent or halt such disallowed uses or activities and Grantor shall cooperate with the State in halting such uses or activities.

**F. Preservation, Restoration, and Maintenance Costs**

Grantor shall maintain the Property in a manner consistent with the Conservation Values. Grantor shall bear all costs and liabilities of any kind related to the preservation, ownership, restoration, operation, upkeep, and maintenance of the Property, including weed control and eradication.

**11. STATE INTEREST AND RIGHTS**

This CE constitutes a real property interest pursuant to CRS §38-30.5-101 et seq., with all additional rights and interests provided under common law, immediately vested in the State, and the State shall have attendant interests and rights, including the following:

**A. Development Rights and Subdivision**

Grantor conveys to the State all present and future development rights deriving from, based upon, related to, or attributable to the Property in any way except those expressly reserved to Grantor in this CE, and such rights shall be held by the State in perpetuity to fulfill the purposes of this CE, and to ensure such rights are forever released, terminated, and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible development uses of the Property or any other property. Development and

subdivision rights related to the Property are subject to the provisions of this §11.A and §4.O and any action taken or conveyance made by Grantor or Grantor's assigns, heirs, successors and transferees in violation of this §11.A and §4.O are null and void.

**B. Transfer of Property**

Grantor shall provide the State notice of any conveyance of interests in all or any portion of the Property including, but not limited to, leases, surface use agreements, rights-of-way, and access agreements. Such notice shall be provided to the State not less than 45 days prior to the date of such transfer. Any such conveyance shall state that it is subject to the terms and conditions of this CE. Any time the Property, or a portion thereof is transferred by Grantor to any third party, Grantor shall notify Grantee within five (5) business days after closing using the form in **EXHIBIT C**, along with a copy of the new ownership deed, and shall pay a transfer fee of one hundred dollars (\$100.00) ("Transfer Fee") to the State to be used for purposes consistent with the State's mission.

Notwithstanding the foregoing, Grantor shall not be obligated to pay the Transfer Fee for any transfer of the Property to a trust or foundation or other estate planning vehicle in which the beneficiaries thereof are related to the principals of Grantor. The State reserves the right to record a notice of transfer fee in the official real property records of Mesa County, Colorado. This provision is intended to run with the land for perpetuity, and to touch and concern the Property burdened by this CE.

**12. REMEDIES AND RESOLUTION OF VIOLATIONS**

**A. Notice**

The State shall send Grantor a notice detailing alleged Violations of this CE in the manner provided in §13. Upon receipt thereof, Grantor shall immediately cease and desist from any use or activity that could increase or expand the alleged Violations until they are finally resolved by agreement of the Parties or by decree of a court of competent jurisdiction and shall, within 10 days after receipt of such notice from the State, send the State in the manner provided in §13 a response agreeing with the State or denying the alleged Violations in whole or in part.

**B. Remedies and Resolution Methods**

The State shall have all remedies available to it in law and in equity, such as actions for damages and injunctive relief, including, but not limited to, those set forth in CRS §38-30.5-108. The Parties shall resolve Violations as follows:

**i. Agreement**

If Grantor agrees with or does not dispute the State's assertion regarding the alleged Violations, Grantor shall, at Grantor's sole cost, restore the Property to its condition prior to the Violations and take such other action as may be reasonable or necessary to eliminate the Violations in a timely and satisfactory manner and prevent their further occurrence and shall provide the State with details of its remediation plan together with a reasonably prompt time for completion thereof. The State may enforce such remediation plan via proceedings at law or in equity if Grantor fails to perform it in accordance with its terms.

**ii. Dispute Meeting**

If Grantor disputes all or any part of the State's assertion of alleged Violations, Grantor shall provide the State with a written explanation of Grantor's dispute and a statement as to why the use or activity should be permitted. Thereafter,

representatives of the Parties shall meet as soon as possible, but not later than 60 days after the State's receipt of Grantor's response, to resolve the issues. If the Parties reach agreement that a Violation has occurred, they shall create a remediation plan together with a reasonably prompt time for completion thereof. The State may enforce such remediation plan via proceedings at law or in equity if Grantor fails to perform it in accordance with its terms.

**iii. Legal Proceedings**

The State may, in its sole discretion, exercise any or all remedies available at law or in equity, including those available at common law, concurrently or consecutively, to enforce its rights hereunder if any meeting pursuant to §12.C.i or ii fails to resolve the identified Violation and the State may otherwise enforce its rights hereunder, including enforcing remedial plans created under §12.C.i or ii. Courts are authorized to issue both mandatory and negative injunctions, including requiring restoration of the Property to its condition before a Violation occurred.

**iv. Irreparable Harm**

If, in the State's opinion, an ongoing or imminent Violation is likely to irreparably violate this CE the State shall give notice of that opinion to Grantor and thereafter may, in its sole discretion, take appropriate legal action without resorting first to a meeting of the Parties, including, as may be necessary, seeking a temporary restraining order.

**v. Third Party Actions and Costs**

Grantor shall be solely responsible for the costs of remedying any Violations of this CE caused by Grantor or by any third parties authorized by Grantor to access the Property, including, but not limited to, guests, invitees, lessees, agents, contractors, and subcontractors.

**C. Natural Disasters**

Natural disasters, including, but not limited to, fire, flood, drought, plague, earthquake, storm, and tornado may adversely affect the Conservation Values and the Property. If such natural disasters occur the following applies:

**i. Grantor Actions**

**a. Assistance**

Grantor may but is not required to assist the State in its efforts under §12.C.i.a and b.

**b. Disaster Emergency Actions**

Grantor may take prudent actions during natural disasters to prevent, abate, or mitigate significant injury to the Property. Grantor shall, to the extent reasonably possible under the circumstances as they exist during natural disasters, attempt to act in a manner causing the least possible detriment to the Conservation Values.

**ii. State Actions**

**a. Disaster Emergency Actions**

The State may access the Property during the natural disaster to attempt to prevent and mitigate harm to the Conservation Values.

**b. Post Disaster Remediation**

The State may access the Property after a natural disaster to assess and to the extent possible, remediate damage to the Conservation Values and/or identify new

conservation values. The State shall give Grantor reasonable advance notice of its access and remediation plans and efforts.

**c. Costs**

Actions taken by the State under §12.C.ii.a and b. are at its sole discretion and cost and are subject to availability of personnel, means, and funding.

**d. Actions Against Grantor**

The State shall not take action against Grantor for injury to or change to the Property resulting from natural disasters or from any prudent action taken by Grantor under emergency conditions during natural disasters to prevent, abate, or mitigate significant injury to the Property.

**D. Public Safety**

Notwithstanding anything to the contrary herein, the State need not provide advance notice or a cure period and may immediately take action if it is necessary to preserve public safety or to prevent an immediate public crisis.

**E. Extinguishment and Proceeds**

If a subsequent unexpected change in the conditions surrounding the Property can make impossible or impractical the continued use of the Property for the conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if the restrictions are extinguished, whether in whole or in part, by judicial proceeding and all of the Grantee's proceeds from a subsequent sale or exchange of the Property are used by the Grantee in a manner consistent with the conservation purposes. Each party shall promptly notify the other party in writing when it first learns of such change in conditions. In the event of a termination or extinguishment, in whole or in part, Grantor shall be obligated to provide to Grantee an amount equal to the full fair market value of the CE that is taken or extinguished at the time of the termination or extinguishment, as determined by a qualified appraiser. Grantor shall not voluntarily accept proceeds equal to less than the full fair market value of the affected property unrestricted by this CE without the approval of Grantee. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this CE.

**13. NOTICES AND REPRESENTATIVES**

Notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to the representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**State**

Colorado Parks and Wildlife  
Real Estate Section  
6060 Broadway  
Denver, CO 80216

With a copy to:  
James M. Robb – Colorado River State  
Park

**Grantor**

City of Grand Junction  
c/o City Manager  
250 North 5th Street  
Grand Junction, CO 81501

With a copy to:  
City Attorney  
250 N. 5<sup>th</sup> Street

**14. LIMITATION OF LIABILITY**

Liability for claims for injuries to persons or property arising from the negligence of the Grantor and/or Grantee, their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of CRS §24-10-101 et seq. (the “CGIA”) and/or CRS §24-30-1501, et seq. (“Risk Management”). No term or condition of this CE shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the CGIA or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended. This paragraph is applicable to Grantor as long as Grantor is the City of Grand Junction. It is not applicable to Grantor’s heirs, successors, or assigns.

**15. GENERAL PROVISIONS**

**A. Binding Arbitration Prohibited**

The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this CE or incorporated herein by reference shall be null and void.

**B. Binding Effect – Perpetual Application**

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns; and shall continue as a servitude running in perpetuity with the Property.

**C. Captions**

The captions and headings in this CE are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

**D. Construction of this CE**

This CE shall be liberally construed to effect the Purposes of the CE and the policy and purpose of C.R.S. §38-30.5-101 *et seq.* If any provision in this CE is found to be ambiguous, an interpretation consistent with ensuring continuation of the Purposes of the CE that would render the provision valid shall be favored over any interpretation that would render it invalid. The common law rules of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to interpretations of this CE or to disputes between the Parties concerning the meaning of particular provisions of this CE. If Grantor files for either a federal or state tax benefit, then this CE is intended to create a “qualified real property interest” for “conservation purposes”, as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. If any provision necessary to qualify the interest hereby granted as a “qualified real property interest” for “conservation purposes” is missing from this CE, such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

**E. CORA Disclosure**

To the extent not prohibited by federal law, this CE and the performance measures and standards under CRS §24-106-107, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

**F. Counterparts**

This CE may be executed in multiple identical original counterparts constituting one agreement.

**G. Entire Understanding**

This CE represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have force or effect, unless embodied herein.

**H. Further Acts**

The Parties shall perform any further acts and draft, execute, and deliver any documents reasonably necessary to **(i)** effectuate this CE's purposes and intent, **(ii)** to correct typographical, spelling, or clerical errors, or to **(iii)** correct any errors in the legal description of the Property and make any boundary adjustments related thereto. Corrective acts under this **§15.H** are not an amendment to this CE, but effectuate the original intent of the Parties.

**I. Joint and Several Obligations**

The burdens of this CE shall encumber the Property in perpetuity regardless of how the ownership of the Property may be divided or held at any time in the future. If more than one owner owns the Property at any time, the obligations imposed by this CE shall be joint and several upon each of the owners.

**J. Jurisdiction and Venue**

All suits or actions related to this CE shall be filed and proceedings held in the State of Colorado and venue shall be in the county in which the Property is situated.

**K. Modification**

**i. By the Parties**

The Parties recognize that circumstances may arise in which an amendment of this CE would be desirable. Except as specifically provided in this CE, modifications hereof shall not be effective unless agreed to by the Parties in a written amendment hereto, properly executed and approved in accordance with applicable Colorado State Law and Regulations, Colorado Division of Parks and Wildlife Policies, State Fiscal Rules, and Office of the State Controller Policies. Modifications inconsistent with the Conservation Values, that would affect the perpetual nature of this CE, or that would otherwise negatively affect the qualifications of this CE under any applicable law, including CRS §38-30.5-101 et seq. and I.R.C. §170(h) are prohibited. All modifications shall be recorded in the county in which the Property is situated.

**ii. By Operation of Law**

This CE is subject to such modifications as may be required by changes in Federal or Colorado State Law or their implementing regulations. Any such required modification shall be automatically incorporated as part of this CE on the effective date of such change as if fully set forth herein.

**L. Negation of Trusts and Third Party Interests**

The Parties intend that this CE, create a real property interest pursuant to CRS §38-30.5-101 et seq., with all additional rights and interests provided under common law; therefore, the provisions contained herein are for the use and benefit of the Parties alone, and when entering into this CE the Parties did not intend to create a restricted gift or any

type of trust, including, but not limited to a charitable trust. The right to engage in any termination, amendment, or enforcement actions related to this CE, judicial or otherwise, including but not limited to, those found in §2.C, §15.L, or §15.S, is exclusively reserved to the Parties without involvement of any third parties.

**M. Permissions**

Any permission granted by the State to carry out a proposed use or activity does not constitute consent to any subsequent use or activity of the same or similar nature.

**N. References**

All references in this CE to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**O. Severability**

Provided this CE can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this CE in accordance with its intent.

**P. Subsequent Transfers**

Grantor shall incorporate by reference the terms and conditions of this CE in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property by specifically referencing or attaching a copy of this CE. Grantor shall provide written notice to the State of the Grantor's intent to transfer any interest at least 45 days prior to the date of such transfer.

**Q. Taxes**

The Grantee is exempt from Federal, State and local government taxes. Grantor, the City of Grand Junction is also exempt from Federal, State and local government taxes. Heirs, successors or assigns of the City of Grand Junction are not exempt simply by this paragraph.

**R. Third Party Enforcement**

Enforcement of this CE 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 CE are incidental and do not create any enforcement rights for any third parties.

**S. Waiver**

Waiver of any breach or event of default under a term, provision, or requirement of this CE, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under CRS §38-41-119. The failure of either Party to perform any act required by this paragraph shall not impair the validity of this CE or limit its enforceability in any way.

**16. ASSIGNMENT AND CONTINUITY**

- A. This CE is transferable by Grantee provided that: (i) the Grantee requires as a condition of the transfer, that the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted to an

organization that, at the time of the transfer, is an eligible grantee under Treasury Regulations Section 1.170A – 14(c)(1), is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easement under C.R.S. §§ 38-30.5-101, et seq. and C.R.S. § 12-15-104, et seq. and is certified to hold conservation easements for which a state tax credit is claimed by the State of Colorado’s Division of Conservation during the year of such transfer; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed. Grantee shall notify and consult with Grantor in advance of any proposed transfers and such transfer must be approved in advance in writing by the Grantor, whose approval shall not be unreasonably withheld. If Grantee ever ceases to exist, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), and (iii) above.

- B.** Upon Assignment by Grantee in compliance with the applicable portions of this Section 16, the Parties shall record an instrument completing the assignment in the records of the county in which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement’s perpetual duration and shall not affect the Easement’s priority against any intervening liens, mortgages, easements, or other encumbrances.

**17. NOTIFICATION ON RESERVED RIGHTS**

Without limiting Grantee’s specific rights to notification pursuant to the Easement, Grantor agrees to notify Grantee, in writing, before exercising any reserved right that may have an adverse impact on the Conservation Values associated with the qualified real property interest created by this Easement.

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## EXHIBIT A (Legal Description of Property)

### Conservation Easement

A parcel of land for the purposes of a conservation easement, being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S34°42'58"E, a distance of 898.07 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92 and the Point of Beginning; thence S11°21'25"W, a distance of 256.11 feet along said Westerly line to the centerline of the Colorado River; thence along said centerline the following three (3) courses:  
1) N65°28'26"W, a distance of 427.87 feet;  
2) N68°34'59"W, a distance of 203.33 feet;  
3) N73°35'48"W, a distance of 281.62 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 262.56 feet along said East line; thence S70°11'35"E, a distance of 544.89 feet; thence S73°30'31"E, a distance of 146.73 feet; thence S60°10'08"E, a distance of 163.97 feet; thence S71°08'53"E, a distance of 108.29 feet to the Point of Beginning.

Said Parcel of land containing 5.19 Acres more or less.

Trail Easement (The trail easement lies within the conservation easement. The north line of each is the same.)

A thirty foot (30') wide strip of land for the purposes of a trail easement, being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S34°42'58"E, a distance of 898.07 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92 and the Point of Beginning;

thence S11°21'25"W, a distance of 30.26 feet along said Westerly line; thence N71°08'53"W, a distance of 115.12 feet; thence N60°10'08"W, a distance of 163.34 feet; thence N73°30'31"W, a distance of 144.09 feet; thence N70°11'35"W, a distance of 535.09 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 31.84 feet along said East line; thence S70°11'35"E, a distance of 544.89 feet; thence S73°30'31"E, a distance of 146.73 feet; thence S60°10'08"E, a distance of 163.97 feet; thence S71°08'53"E, a distance of 108.29 feet to the Point of Beginning.

Said Parcel of land containing 0.66 Acres more or less.

**EXHIBIT B (Property Map)**





**SURVEYOR'S NOTES**  
1. AERIAL OVERLAY FROM CITY OF GRAND JUNCTION GIS (2022).

**LAND SURVEY PLAT WITH AERIAL PHOTO**  
Improvement & Topographic Surveys  
Rec. No. 2572801 Lots 1 & 2, Sec. 24, T1S, R1W, U.M.

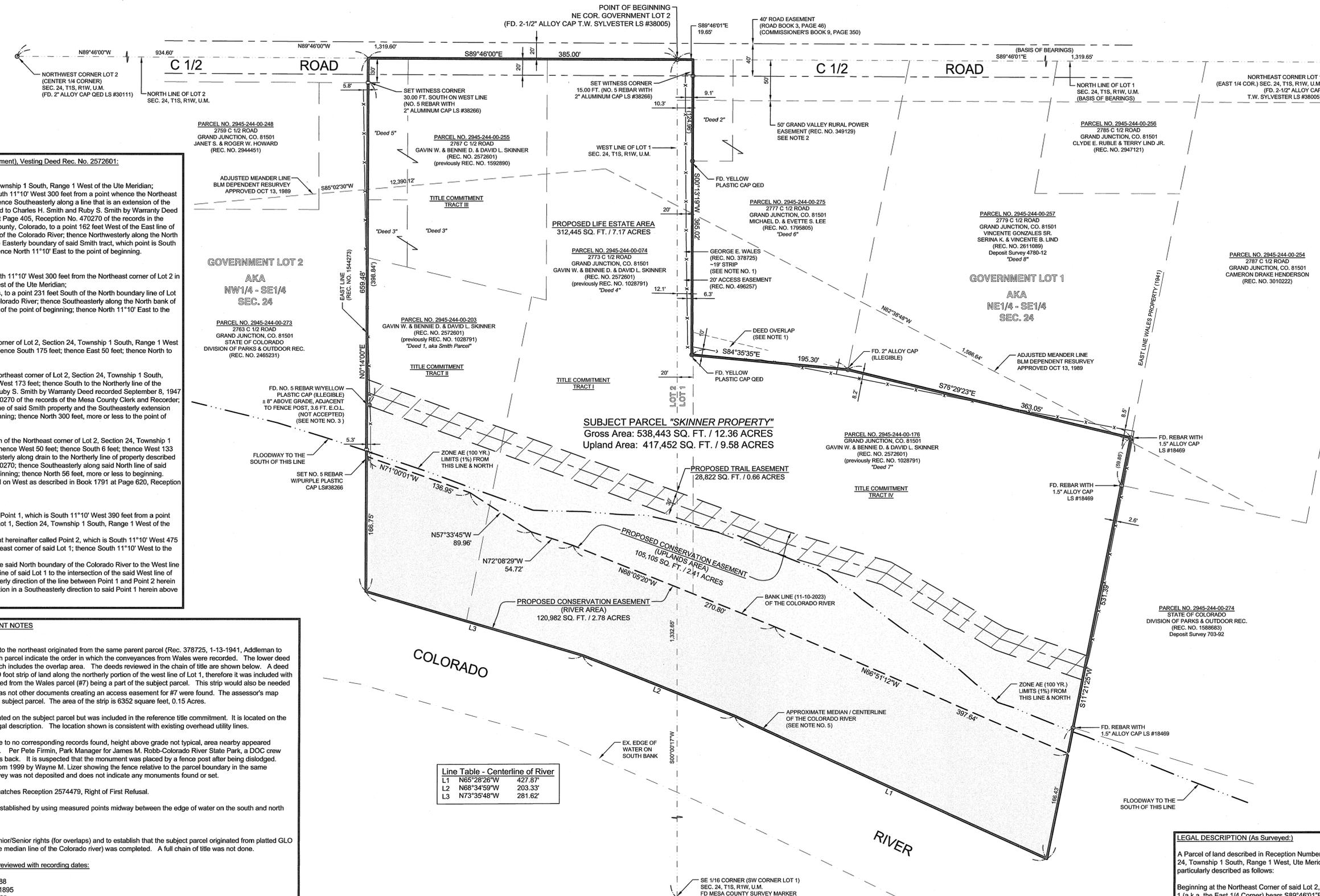
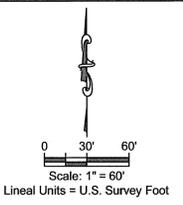
**ENGINEERING & TRANSPORTATION DEPARTMENT**  
244 North 7th Street - Grand Junction, Co. 81501



**SCALES:**  
30' 0' 30' 60'  
HORIZONTAL 1" = 64'  
DATE 12/28/2023

**PROJECT NO.** \_\_\_\_\_  
**DATE** 10/2/2023  
**DATE** 11/29/2023  
**DATE** 12/28/2023

**NOTICE:**  
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT OR DISCREPANCY IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



**LEGAL DESCRIPTION (From Title Commitment), Vesting Deed Rec. No. 2572601:**

**TRACT I:**  
The East 162 feet of Lot 2 in Section 24, Township 1 South, Range 1 West of the Ute Meridian; TOGETHER WITH Beginning at a point South 11°10' West 300 feet from a point whence the Northeast corner of said Lot 2 bears East 120 feet; thence Southeastly along a line that is an extension of the Northernly boundary of the property conveyed to Charles H. Smith and Ruby S. Smith by Warranty Deed recorded September 8, 1947 in Book 471 at Page 405, Reception No. 470270 of the records in the office of the Clerk and Recorder of Mesa County, Colorado, to a point 162 feet West of the East line of said Lot 2; thence South to the North bank of the Colorado River; thence Northwestly along the North bank of the Colorado River to a point on the Easterly boundary of said Smith tract, which point is South 11°10' West from the point of beginning; thence North 11°10' East to the point of beginning.

**TRACT II:**  
Beginning at a point 120 feet West and South 11°10' West 300 feet from the Northeast corner of Lot 2 in Section 24, Township 1 South, Range 1 West of the Ute Meridian; thence Northwestly 184 feet, more or less, to a point 231 feet South of the North boundary line of Lot 2; thence South to the North bank of the Colorado River; thence Southeastly along the North bank of the said River to a point South 11°10' West of the point of beginning; thence North 11°10' East to the point of beginning.

**TRACT III:**  
Beginning 335 feet West of the Northeast corner of Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian; thence West 50 feet; thence South 175 feet; thence East 50 feet; thence North to beginning.

**AND**  
Beginning at a point 162 feet West of the Northeast corner of Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian; thence West 173 feet; thence South to the Northernly line of the property deeded to Charles H. Smith and Ruby S. Smith by Warranty Deed recorded September 8, 1947 in Book 471 at Page 405, Reception No. 470270 of the records of the Mesa County Clerk and Recorder; thence Southeastly along the Northernly line of said Smith property and the Southeastly extension thereof to a point South of the point of beginning; thence North 300 feet, more or less to the point of beginning.

**AND**  
Beginning 335 feet West and 175 feet South of the Northeast corner of Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian; thence West 50 feet; thence South 6 feet; thence West 133 feet, more or less to drain; thence Southwestly along drain to the Northernly line of property described in Book 471 at Page 405, Reception No. 470270; thence Southeastly along said North line of said property 294.65 feet to a point South of beginning; thence North 55 feet, more or less to beginning. LESS AND EXCEPT that portion of a parcel on West as described in Book 1791 at Page 620, Reception No. 1544273 of Mesa County records.

**TRACT IV:**  
Beginning at a point hereinafter designated Point 1, which is South 11°10' West 390 feet from a point 1030 feet West of the Northeast Corner of Lot 1, Section 24, Township 1 South, Range 1 West of the Ute Meridian; thence in a Southeastly direction to a point hereinafter called Point 2, which is South 11°10' West 475 feet from a point 600 feet West of the Northeast corner of said Lot 1; thence South 11°10' West to the North boundary of the Colorado River; thence in a Northwesterly direction along the said North boundary of the Colorado River to the West line of said Lot 1; thence North along the West line of said Lot 1 to the intersection of the said West line of said Lot 1 and the extension in a Northwesterly direction of the line between Point 1 and Point 2 herein above described; thence from said intersection in a Southeastly direction to said Point 1 herein above described, the Point of Beginning.

**SURVEYOR'S BOUNDARY AND EASEMENT NOTES**

- The subject parcel and the adjoiners to the northeast originated from the same parent parcel (Rec. 378725, 1-13-1941, Addleman to Wales). The "Deed #7" labels on each parcel indicate the order in which the conveyances from Wales were recorded. The lower deed number is the more senior parcel which includes the overlap area. The deeds reviewed in the chain of title are shown below. A deed from Wales was not found for the ~19 foot strip of land along the northernly portion of the west line of Lot 1, therefore it was included with the last adjoining parcel to be conveyed from the Wales parcel (#7) being a part of the subject parcel. This strip would also be needed to provide access for #7 to C 1/2 Road as not other documents creating an access easement for #7 were found. The assessor's map shows this strip as being a part of the subject parcel. The area of the strip is 6352 square feet, 0.15 Acres.
- Reception Number 349129 is not located on the subject parcel but was included in the reference title commitment. It is located on the parcel to the east without an exact legal description. The location shown is consistent with existing overhead utility lines.
- This monument was not accepted due to no corresponding records found, height above grade not typical, area nearby appeared disturbed in recent past/cut off stump. Per Pete Firmin, Park Manager for James M. Robb-Colorado River State Park, a DOC crew had done work in the area a few years back. It is suspected that the monument was placed by a fence post after being dislodged. In addition, Pete provided a survey from 1999 by Wayne M. Lizer showing the fence relative to the parcel boundary in the same location shown this survey. The survey was not deposited and does not indicate any monuments found or set.
- The legal description for this parcel matches Reception 2574479, Right of First Refusal.
- The median / centerline shown was established by using measured points midway between the edge of water on the south and north bank. This boundary is ambulatory.

Chain of title research needed to assess Junior/Senior rights (for overlaps) and to establish that the subject parcel originated from platted GLO Lots (which are bounded on the south by the median line of the Colorado river) was completed. A full chain of title was not done.

List of Chain of Title Documents found and reviewed with recording dates:

Patent for Lot 1 to John E. Duckett, 12-8-1888  
 Patent for Lot 2 to William E. Bevier, 03-20-1895  
 REC. NO. 6938, Duckett to Bevier, 02-09-1889.  
 REC. NO. 39754, Bevier to Goodrich, 03-28-1902.  
 REC. NO. 72669, Goodrich to Addlemann, 02-04-1908.  
 REC. NO. 378725, Addleman to George E. Wales (Wales), 01-13-1941, includes subject parcel, area to northeast as shown and Lot 2 east of Drain.  
 REC. NO. 470270, Wales to Smith, 09-08-1947 "Deed 1"  
 REC. NO. 491593, Wales to Warzeniak, 11-10-1948 "Deed 2"  
 REC. NO. 492069, Wales to Mead, 11-22-1948 "Deed 3"  
 REC. NO. 496257, Wales to Allen, 11-18-1949 "Deed 4"  
 includes an easement for road right of way over and across the west 20 feet of Lot 1, Section 24.  
 REC. NO. 510371, Wales to Wesley N. Wales, 11-30-1949 "Deed 5".  
 REC. NO. 675243, Wales to Warzeniak, 08-11-1956 "Deed 6"  
 REC. NO. 744184, Agreement to purchase Wales to Dahl, 05-19-1959, "Deeds 6 & 7", signed in 1952 but not recorded until 1959.  
 REC. NO. 803522, Wales to Dahl, 11-13-1961 "Deed 7", signed in 1952, but not recorded until 1961.  
 REC. NO. 803523, Wales to Dahl, 11-13-1961, "Deed 8", signed in 1952 but not recorded until 1961.

**Line Table - Centerline of River**

L1	N65°28'26"W	427.87'
L2	N68°34'59"W	203.33'
L3	N73°35'48"W	281.62'

**LEGAL DESCRIPTION (As Surveyed):**

A Parcel of land described in Reception Number 2572601 located in Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner) bears S89°46'01"E using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S89°46'01"E along the north line of said Lot 1, a distance of 19.65 feet to the Northwest corner of a parcel of land described in Reception Number 1795805; thence along the boundary of said Reception Number 1795805 for the following two (2) courses:

- S00°13'19"W, a distance of 365.02 feet;
- S84°35'35"E, a distance of 195.30 feet;

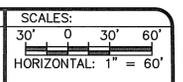
thence S76°29'23"E, a distance of 363.05 feet; thence S11°21'25"W, a distance of 531.39 feet to the centerline of the Colorado River; thence Northwestly along said centerline to a point N89°46'00"W, a distance of 385.00 feet and S00°14'00"W, a distance of 659.48 feet from said Northeast Corner of Lot 2; thence N00°14'00"E, a distance of 659.48 to a point on the North line of said Lot 2; thence S89°46'00"E along said north line of Lot 2, a distance of 385.00 feet to the Point of Beginning.

Containing 12.36 Acres gross area more or less, 9.58 Acres upland area more or less as described.



**NOTICE:**  
 ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**PROJECT NO.**  
 SURVEY BY: CVW DATE: 10/2023  
 FIELD CKD. BY: RBP DATE: 11/2023  
 DRAWN BY: NCW DATE: 12/18/2023  
 CHECKED BY: RBP DATE: 12/18/2023



**ENGINEERING & TRANSPORTATION DEPARTMENT**  
 244 North 7th Street - Grand Junction, Co. 81501

**LAND SURVEY PLAT WITH PROPOSED EASEMENTS**  
 Improvement & Topographic Surveys  
 Rec. No. 2572601 Lots 1 & 2, Sec. 24, T1S, R1W, U.M.

G:\Data\Survey\2023 Survey Projects\Riverfront - August, 2023 - Skinner Parcels\B0CAD (Plans & Exhibits)\2 - 4 Boundary Only UPDATED 12-19-23.dwg - PLOTTED 12/20/2023 7:07:29 AM



**Grand Junction City Council**

**Regular Session**

**Item #6.a.**

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**Meeting Date:** May 15, 2024  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Ken Sherbenou

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**Information**

**SUBJECT:**

A Resolution Updating City Park Rules

**RECOMMENDATION:**

Approve Resolution amending the park rules as presented.

**EXECUTIVE SUMMARY:**

As happens every year or two, the department is in the midst of updating park rules. This effort also involves redesigning park rule signs for a more effective presentation. With the redesign, a few rule changes are proposed. These changes are in the spirit of acknowledging that the parks and recreation system is growing and, with that growth, the system is more susceptible to negative behavior in the parks, including increased vandalism. As such, staff proposed changes to the rules and the rules' presentation. The updated rules are proposed to help make the parks safer and more attractive to the entire community.

**BACKGROUND OR DETAILED INFORMATION:**

City Council approved amended park hours on January 18, 2023. This was a proactive step to ensure the Police Department and the contractor that oversees the overnight patrols, Citadel, have an additional tool to deter illegal activity. Since the new park hours were implemented, vandalism and other illegal activity in the parks has been reduced. This is a direct result of implementing winter hours. Using a similar theme, staff have extensively evaluated park rules in an effort to improve them and thereby enhance public safety in the parks and protect the substantial public infrastructure and facilities provided by Parks and Recreation.

Staff organized a public meeting to receive public feedback on the changes on January 29, 2024. This meeting followed a press release and an email to the 20,000-plus email

database. The Parks and Recreation Advisory Board (PRAB) also discussed the updated rules at their regular February 1, 2024, board meeting. Extensive feedback was provided at both of these forums, which has greatly strengthened the rules as presented. Members of PRAB provided ample input, which has, as best as possible, struck the delicate balance between deterring illegal activity yet still encouraging healthy activity, use, and community building at the core of the mission of the Parks and Recreation Department. Additionally, the updated rules were informed by numerous other Colorado communities in an effort to align with best practices. Significant research was completed by City staff regarding one of the most consequential changes, the prohibition of structures or enclosures. The following communities informed the drafting of Grand Junction's rule to address structures and enclosures. The associated language pertaining to structures and enclosures is also included next to their community name:

- Denver: No structure or enclosure is to be constructed, erected, installed or staked in any park facility. This includes, but is not limited to: tents, shacks, booths, stands, amusement devices, recreational equipment, carnival equipment, monuments, artwork and other improvements or furnishings, temporary or permanent, unless a permit has been issued.
- Arvada: It is unlawful for any person to build or place any tent, building, booth, stand or other structure, in or upon any public park within the city, without first having obtained a permit.
- Pueblo: It is unlawful for any person while in or upon any park to engage in any activity prejudicial to the good order and operation of the Department of Parks and Recreation. Such unlawful activities shall include erecting any booth, tent, stall or other structure in any park by any private person for any purpose except by written permission of the Director.
- Boulder: No person shall erect or use any tent, net or other temporary structure for the purpose of shelter or storage of property in any park or recreation area unless done pursuant to a written permit. This prohibition does not apply to temporary shade structures in any park or recreation area. A temporary shade structure is a structure such as an umbrella or awning that provides overhead covering or weather protection but not designed for overnight use or privacy and cannot be fully enclosed.
- Brighton: No person shall erect or maintain, or refuse to remove, when ordered to do so, any building, structure, fence, barrier, post, landscaping, public furnishing, encroachment or obstruction of whatever nature, under, above and upon any public property.
- Castle Rock: It is unlawful for a person to erect or use any tent, net or other temporary and/or unauthorized permanent structure for the purpose of shelter or storage of property in a park or recreation area unless the area is designated for such use or done pursuant to a written permit of approval from the town. This prohibition does not apply to temporary shade structures such as an umbrella or awning that provides overhead covering or weather protection, but is not designed for overnight use or privacy and cannot be fully enclosed.
- Broomfield: It is unlawful for any person to do any of the following acts: to build or place any tent, building, booth, stand, or other structure in or upon any of the parks

without first having a permit.

•Longmont: No person shall engage in any activity listed below without a permit: erect a fence, awning, projection, sign or canopy.

•Ft. Collins: Except as authorized by a permit obtained for such use, it shall be unlawful to construct a structure in a recreation area. Camping on public property – it shall be unlawful for any person to camp or pitch a tent on public property within the City.

At the February 13, 2024, PRAB meeting, the PRAB board voted unanimously to recommend to City Council the adoption of the updated rules. See the enclosed letter from PRAB Chair Lisa Whalin.

Included with this agenda documentation is the following:

- 1. The draft resolution approving the adoption of the updated park rules.
- 2. The rules sign which reflects the updated rules as proposed.
- 3. The current rules sign in the parks. The updated design is planned to more effectively communicate the park rules to the public.
- 4. A photo of the current park sign and rules sign. Staff plans to retain the archway structure and the top sign identifying the park with the City of Grand Junction and the Parks and Recreation logo. The updated rules sign would replace the bottom sign.
- 5. A mock-up showing the new rules sign attached to the existing archway sign and park name sign.
- 6. A letter from the Parks and Recreation Advisory Board recommending Council adoption of the updated rules.

**FISCAL IMPACT:**

The fabrication of new signs in all the developed parks is estimated to cost \$30,000. The funds are included in the Parks and Recreation Department's 2024 Adopted Budget.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 37-24, a resolution adopting the 2024 Park rules.

**Attachments**

- 1. 2024-Parks-Rule-Sign-Draft-10-text-outlined
- 2. All Other Parks
- 3. Current LP sign
- 4. Mock up of proposed rules signage 2 13 24
- 5. Park Rules Feb 2024, letter from PRAB 2 13 24
- 6. RES-2024 Park Rules 20240514

# Park Rules and Regulations

Thank you for visiting City of Grand Junction Parks!  
 For a positive experience for all, please be mindful of the following park rules and regulations:

### Park hours\*:

Nov. 1 to March 1 – 5:00 A.M. to 8:00 P.M.  
 March 2 to Oct. 31 – 5:00 A.M. to 10:00 P.M.

**\*Sports Parks, such as Canyon View, Lincoln, and Kronkright, are open 1 hour later than all other parks.**



- Park utilization during park hours by any resident or visitor is encouraged.
- **Paid reservations have priority;** other uses are first come, first served.
- **Pets must be leashed at all times.** Please call Mesa County Animal Control for violations: 970-242-4646. **Pet waste must be cleaned up** (animal waste transmits disease – use pet waste pick up stations). Off leash dog park locations: visit [gjcity.org/886/Dog-Parks](http://gjcity.org/886/Dog-Parks).
- Pre-authorized Commercial Sales (GJMC 12.04.020) are allowed.



- **No structure or enclosure is to be constructed, erected, installed, attached or staked in any park facility, without a permit.** This includes, but is not limited to: tents, enclosed booths, monuments, artwork and other similar furnishings, whether temporary or not, without a permit. **Recreational equipment such as sports nets, goals and open sided shade shelters are allowed.**
- **Lines** (ropes, strings, webbing, cords or straps) **shall not be attached to trees or other park equipment / infrastructure, without a permit.** Slack lines are to be used only on slack line posts.
- Bump and Jumps / bounce houses require a permit.



- **Glass containers and fires are prohibited.** Cooking fires permitted only in City provided grills (GJMC 12.04.020).
- **All City parks are smoke free.** Tobacco, marijuana and vaping are prohibited.
- **Overnight camping, littering, golfing, and possessing stolen property are prohibited.**
- **Items left unattended after hours will be considered abandoned.**
- Violations of law or park rules may result in being trespassed from the City Parks and/or citation(s) for the offense(s) being issued.



NO Glass



NO Smoking



NO Camping



NO Littering



NO Dogs Off Leash



# Park Rules and Regulations

Thank you for visiting City of Grand Junction Parks!  
For a positive experience for all, please be mindful of the following park rules and regulations:

## Park hours\*:

Nov. 1 to March 1 – 5:00 A.M. to 8:00 P.M.  
March 2 to Oct. 31 – 5:00 A.M. to 10:00 P.M.

**\*Sports Parks, such as Canyon View, Lincoln, and Kronkright, are open 1 hour later than all other parks.**



- Park utilization during park hours by any resident or visitor is encouraged.
- **Paid reservations have priority;** other uses are first come, first served.
- **Pets must be leashed at all times.** Please call Mesa County Animal Control for violations: 970-242-4646. **Pet waste must be cleaned up** (animal waste transmits disease – use pet waste pick up stations).
- For off leash dog park locations visit: [gjciry.org/dogparks](http://gjciry.org/dogparks).
- Pre-authorized Commercial Sales (GJMC 12.04.020) are allowed.



- **No structure or enclosure is to be constructed, erected, installed, attached or staked in any park facility, without an event or commercial activity permit.** This includes, but is not limited to: tents, enclosed booths, monuments, artwork, and other similar furnishings, whether temporary or not. **Recreational equipment such as sports nets, goals, and shade shelters open on all sides, are allowed.**
- **Lines** (ropes, strings, webbing, cords or straps) **shall not be attached to trees or other park equipment / infrastructure, without a permit.** Slack lines are to be used only on slack line posts.
- Bump and Jumps / bounce houses require a permit.



- **Glass containers and fires are prohibited.** Cooking fires permitted only in City provided grills (GJMC 12.04.020).
- **All City parks are smoke free.** Tobacco, marijuana, and vaping are prohibited.
- **Overnight camping, tents without an event or commercial activity permit, littering, golfing, and possessing stolen property are prohibited.**
- **Items left unattended after hours will be considered abandoned.**
- Violations of law or park rules may result in being trespassed from the City Parks and/or citation(s) for the offense(s) being issued.



NO Glass



NO Smoking



NO Camping



NO Littering



NO Dogs Off Leash

Please help keep your park clean and thank you for playing by the rules



In case of emergency, call 911.

For violations of park rules, call dispatch: 970-242-6707.

There are other rules that may apply. Refer to Grand Junction Municipal Code.  
For further information on park rules, visit [gjparksandrec.org](http://gjparksandrec.org) or scan this QR code:



- **Park hours: Winter, Nov 1 to March 1 - 5:00 A.M. to 8:00 P.M.  
Spring/Summer/Fall, March 2 to Oct 31 - 5:00 A.M. to 10:00 P.M.**
- **Fires are prohibited. Cooking fires permitted only in City provided grills (GJMC 12.04.020).**
- **All City parks/facilities are smoke free. Tobacco, marijuana and vaping are prohibited.**
- **Overnight camping, littering, dumping, golfing and glass containers are prohibited.**
- **Items left in the park after hours will be moved to an open location for a period of 72 hours. After 72 hours, any unclaimed items may be discarded or sold.**
- **Pets must be leashed and pet waste must be cleaned up. Animal waste can transmit disease.**
- **Preauthorization of commercial sales is required (GJMC 12.04.020).**
- **Paid reservations have priority; other uses are first come, first served.  
Call 970-254-3866 for reservation/permits/general information.**
- **Thank you - Please enjoy and take care of your park.**

## **ALL OTHER PARKS**



# LINCOLN PARK

CITY OF  
**Grand Junction**  
COLORADO

## PARKS & RECREATION

### Park Rules and Regulations

Thank you for visiting City of Grand Junction Parks!  
For a positive experience for all, please be mindful of the following park rules and regulations:

**Park hours\*:**

Nov. 1 to March 1 – 6:00 A.M. to 8:00 P.M.

March 2 to Oct. 31 – 5:00 A.M. to 10:00 P.M.

**\*Sports Facilities Parks, Lincoln, Canyon View and Kronkrigh, are open 1 hour later than all other parks.**

**ALLOWED**



- Park utilization during park hours by any resident or visitor.
- **Paid reservations have priority;** other uses are first come, first served.
- Cars are allowed in parking areas only.
- **Pets must be leashed at all times and waste must be cleaned up** (please make use of the pet waste pick up stations – animal waste transmits disease). Enforcement is provided by Mesa County Animal Control. Please call 970-242-6707 for violations. For off leash dog park locations, visit [gjcity.org](http://gjcity.org)

**ALLOWED BY PERMIT ONLY**



Call 970-254-3866 for reservations/permits/general information

- Commercial sales that are pre-authorized (GJMC 12.04.020).
- **No assembly, structure or enclosure is to be constructed, erected, installed, attached or staked in any park facility, without a permit.** This includes, but is not limited to: tents, booths, amusement devices, carnival equipment, monuments, artwork and other improvements or furnishings, whether temporary or not, without a permit.
- Bump and jumps / bounce houses require a permit and are only allowed in certain locations.
- **Lines (ropes, strings, webbing, cords or straps) shall not be attached to trees or other park equipment / infrastructure, without a permit.** Slack lines are to be used only in designated areas.

**PROHIBITED**



- **Glass containers and fires are prohibited.** Cooking fires permitted only in City provided grills (GJMC 12.04.020).
- **All City parks are smoke free.** Tobacco, marijuana and all vaping devices are prohibited.
- **Overnight camping, littering, dumping, golfing, possessing stolen property like shopping carts, and digging** (associated with metal detector use) are prohibited.
- **Items left unattended in the park after hours will be considered abandoned.**
- Violations of law or park rules may result in being trespassed from the City Parks and/or citation(s) for the offense(s) being issued.



NO Glass



NO Camping



NO Dogs Off Leash



NO Littering



NO Smoking

Please help keep your park clean and thank you for playing by the rules



There are other rules that may apply. Refer to Grand Junction Municipal Code.

For after hours and weekend non-emergency, call 970-260-6879

For further information on park rules, visit [gjcity.org](http://gjcity.org) or scan this QR code:



Par la traduction al Español, scan this QR code:



February 13, 2024

Grand Junction City Council  
250 N. 5<sup>th</sup> St.  
Grand Jct., CO 81501

Dear City Council,

As the chairperson of the Parks and Recreation Advisory Board (PRAB), I am writing today to express PRAB's support for the proposed changes to the city Park Rules. PRAB met on February 1, 2024, for our regularly scheduled monthly meeting, and spent most of the meeting discussing the proposed Park Rules. We held a special meeting on Tuesday February 13, 2024, to have a final review of the proposed rules.

During our regular meeting, there was much discussion and suggestions around making the rules more succinct. Director Sherbenou shared input from the Public Meeting held on January 29, 2024, and shared information he found while researching Park Rules for other municipalities in Colorado, as well as several out of state municipalities with similar climates.

Given the suggestions during the regular meeting, it was determined a special meeting needed to be held for a final review. A quorum was present for the special meeting and PRAB voted unanimously to recommend to the City Council that the proposed Park Rules be adopted. It was clear to the PRAB that significant research had gone into developing the rules; and input was incorporated from the public, PRAB, and other crucial city employees. For all these reasons, we respectfully hope that the City Council approves the proposed changes to the Park Rules.

Sincerely,

A handwritten signature in black ink that reads "Lisa Whalin". The signature is written in a cursive, flowing style.

Lisa Whalin, MA, LPC  
Chairperson for the Parks and Recreation Advisory Board

1 **RESOLUTION NO. \_\_-24**

2 **A RESOLUTION UPDATING CITY PARK RULES**

3 Recitals.

4 The GJMC provides that City Council, by resolution, may update the park rules from  
5 time to time to promote the health and safety of the community. Additionally, under the  
6 City Charter the Council may authorize the City Manager to make such regulations, not  
7 in conflict with the Charter as it may deem necessary to carry out the provisions of the  
8 Charter, any ordinance, resolution or policies of the Council.

9 Over the course of the past few years, vandalism, improper use, and similar concerns  
10 have forced Parks and Recreation Department staff and the Parks and Recreation  
11 Advisory Board (PRAB) to review the damage and misuse of the Parks and Parks  
12 facilities and to try and mitigate the same the Staff and the PRAB recommend that the  
13 City Council reconsider the rules and regulations that govern the parks.

14  
15 During the PRAB and Staff review it became apparent that park rules and regulations  
16 must be made stronger and aligned with other similarly sized and larger communities in  
17 Colorado. Accordingly, the City Manager recommends that certain updates,  
18 clarifications, and the presentation of parks rules, be modified as provided in this  
19 Resolution and the attachment thereto which is the proposed form and content of the  
20 2024 rules (2024 Rules or Rules).

21 .  
22 The City Council by with this Resolution having considered the premises and in the  
23 interest of protecting the public health safety and welfare does set, determine, and  
24 establish the 2024 Rules as shown, and authorizes the 2024 Rules be posted, and  
25 following the adoption of this Resolution enforced, until subsequent action by the City  
26 Council.

27  
28 NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE  
29 CITY OF GRAND JUNCTION THAT:

- 30  
31 1. In consideration of the foregoing Recitals, which are adopted and incorporated in  
32 the action hereby taken, the City Council of the City of Grand Junction does  
33 establish the 2024 Rules.  
34  
35 2. The City Council hereby authorizes and directs the City Manager to implement  
36 the 2024 Rules for each City park and open space in accordance with the  
37 classifications in GJMC 12.04.015 and the December 2018 Parks Classification  
38 attached to Ordinance No. 4832.  
39  
40 3. This Resolution shall be in full force and effect upon its adoption; however, no  
41 citations shall be issued relating to the enforcement of the 2024 Rules following

42 the adoption of this Resolution until notice is posted in/on the park or other  
43 property subject to the change in rules as provided herein, and in any event no  
44 sooner than seven days hereafter.  
45

46 Passed and Adopted this 15<sup>th</sup> day of May 2024.  
47

48 \_\_\_\_\_  
49 Abram Herman  
50 President of the City Council  
51

52 ATTEST:  
53

54  
55 \_\_\_\_\_  
56 Amy Phillips  
57 City Clerk  
58  
59

DRAFT