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TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	COUNTY OF MESA
SUBJECT/PROJECT:	REAL PROPERTY FOR TRANSIT STATION FACILITY FOR GRAND VALLEY TRANSIT AUTHORITY
CITY DEPARTMENT:	PUBLIC WORKS & PLANNING
YEAR:	2007
EXPIRATION DATE:	08/13/32
DESTRUCTION DATE:	01/39

AGREEMENT TO CONSTRUCT
A TRANSFER STATION

THIS AGREEMENT to construct a Transfer Station (hereinafter referred to as the "Agreement") made and entered into this 13th day of August, 2007, by and between THE COUNTY OF MESA, COLORADO (hereinafter referred to as "County"), and THE CITY OF GRAND JUNCTION, COLORADO (hereinafter referred to as "Grand Junction"),

WITNESSETH:

WHEREAS, Grand Junction is the owner of certain real property located in the City of Grand Junction, Mesa County, State of Colorado, which real property is depicted in Exhibit "A", consisting of one (1) page attached hereto and incorporated herein by this reference, which shall be hereinafter referred to as "Property A"; and

WHEREAS, the County is the owner of certain real property located in the City of Grand Junction, Mesa County, State of Colorado, which real property is depicted in Exhibit "A", consisting of one (1) page attached hereto and incorporated herein by this reference, which shall be hereinafter referred to as "Property B"; and

WHEREAS, the Parties are members of the Grand Valley Transit Authority (GVT), which provides bus service within the Grand Valley; and

WHEREAS, the Parties desire to combine and utilize Property A and Property B in order to construct and operate a Transfer Station for the GVT (the "Project").

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. It is understood and believed that Property B is presently free from contamination.
2. It is understood and believed that Property A is contaminated. Prior to being acquired by Grand Junction, Property A was used by prior owners, for various industrial uses. As a result of the uses on Property A, Property A was contaminated. Over the years, Grand Junction has performed various environmental studies, however, the full extent of the contamination is not known.
3. Grand Junction has obtained from the Colorado Department of Public Health and Environment (hereinafter "CDPHE") approval for a Voluntary Clean Up Plan (hereinafter "VCUP") for Property A related to asbestos contamination in soil and solvent contamination in groundwater at Property A. As part of the VCUP, Grand Junction has obtained from the CDPHE approval for an Asbestos-Contaminated Soil Management Plan (hereinafter "Asbestos Plan") for Property A related only to asbestos contamination. As part of this agreement, Grand Junction will accomplish the following:

- a. Conduct and complete the approved Asbestos Plan on or before ninety days, weather permitting, from receipt by Grand Junction of the Project Design;
 - b. Obtain third-party confirmation that the Asbestos Plan was implemented;
 - c. Continue monitoring groundwater quality at and down gradient from Property A;
 - d. Apply for a No-Action Determination from the CDPHE for the entire property at the time that groundwater contamination levels will allow permit CDPHE approval.
4. It is understood and believed that groundwater contamination on Property A is confined to the western area of Property A and that the eastern area of Property A is free from groundwater contamination. The County will not pay any costs associated with groundwater monitoring or remediation.
5. Upon execution of this Agreement, the County shall convey Property B to Grand Junction, by special warranty deed.
6. The County shall design, or cause to be designed, the Project. The Project shall consist of an office building, setbacks, parking lot, shelters, benches, lighting, utilities, curbs, bus lanes, ingress and egress structures and landscaping. Specifications for these elements and features shall be known as the Project Design.
7. Grand Junction shall accomplish a boundary adjustment between the two properties and move the boundary between Property A and Property B a sufficient distance to the west in order to contain entirely the footprint on Property B of the office building and set backs.
8. Upon completion of the boundary adjustment, Grand Junction shall lease the adjusted Property A and adjusted Property B to the County for a term of twenty-five (25) years. Neither property may be separately leased or disposed of until this agreement is rendered null and void and of no effect. The total rent for the term of the lease shall be the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500). A payment of ONE HUNDRED DOLLARS (\$100) shall be made on February 1st of each year for twenty-five years. All such payments shall be made to Grand Junction at the address as set forth in Paragraph 17 of this Agreement on or before the due date and without demand.
9. The Property shall be leased for the purpose of constructing and operating the Project. As such, the County shall have the right to enter and use the Property for said purposes and all aspects of such purposes. Upon request, the County shall provide to the City the construction plans for the Property and the schedule for construction.
10. The County shall:
- a. Construct, or cause to be constructed, the entire Project.

- b. Have the right to use Property A and Property B for all Grand Valley Transit purposes, including construction of the Project, placement and movement of vehicles, designating driveways and parking areas, and placement of benches and shelters on the Property related to all services provided by Grand Valley Transit.
 - c. The Project shall conform to and be reviewed and approved through the Grand Junction Planning Process. The County shall obtain any and all necessary permits for the construction and operation of the Project.
 - d. Begin construction only when allowed by Grand Junction, the Colorado Department of Transportation (CDOT), and the Colorado Department of Health and Environment (CDPHE).
 - e. Be able to place advertising on all benches or shelters placed on the Project site.
 - f. Be able to add additional bus shelters or benches as necessary to facilitate the Project growth. The County shall bear one hundred percent (100%) of the costs of installation of any improvements constructed pursuant to this paragraph.
11. After construction of the Project, and during the twenty-five (25) year term of the lease, the County shall own and operate the Project.
12. The County will, at its sole expense, keep and maintain adjusted Property A and Property B as the boundaries are finally determined, with the exception of any environmental clean up required of Grand Junction, and any appurtenances, in good and sanitary condition and repair during the term of the Lease and any renewal thereof. Without limiting the generality of the foregoing, the County shall not obstruct the site, driveways, sidewalks, or entry ways which shall be used for the purposes of the Lease and ingress and egress only.
13. If The County remains in possession of the Property A and Property B with the consent of Grand Junction after the natural expiration of this Agreement, a new tenancy from year-to-year shall be created between the City and the County which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at ONE HUNDRED AND TWENTY DOLLARS (120.00) per year and except that such tenancy shall be terminable upon twelve (12) months written notice served by either party.
14. Upon the expiration and non-renewal of the Lease or any extension thereof, the County shall cease use of the Transfer Station and the properties. There shall be no demand that the properties be returned to its original state, or recovery for reasonable use and wear and tear of the site, and/or any damages by the elements. The County shall convey any interest it has in the building(s) and the site to Grand Junction.

15. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado. Venue for any action brought as a result of this Agreement shall be in Mesa County, Colorado.

16. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstance shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

17. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

18. Any notice or other communication given by any party hereto to another relating to this Agreement shall be sent by registered or certified mail, return receipt requested, addressed to such other party at their respective address as set forth below, and such notice or communication shall be deemed given when so mailed.

If to Grand Junction:

Property Manager

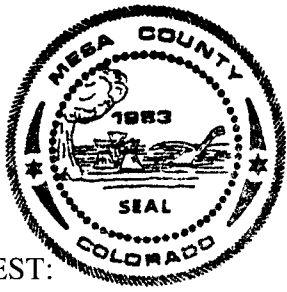
250 North 5th Street

Grand Junction, CO 81501

With a copy to the City Attorney at the same address.

If to the County:

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.



MESA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____

ATTEST:

Janice Rich
Mesa County Clerk and Recorder

GRAND JUNCTION CITY COUNCIL



BY: _____

ATTEST:

Stephanie Lee
Grand Junction City Clerk

Exhibit A

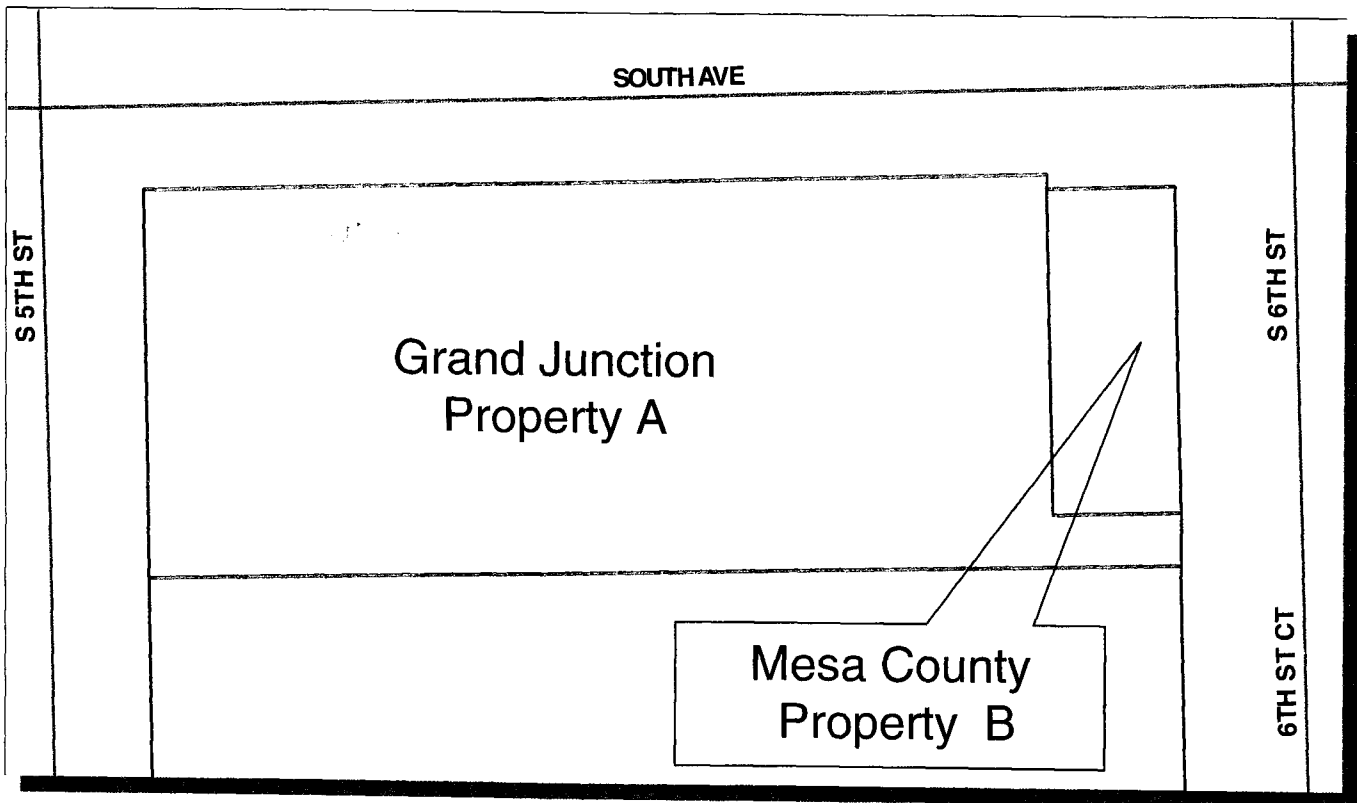


Exhibit B

