DOUGLAS COUNTY
COLORADO

**AGENDA ITEM:** 5.

**MEETING DATE:** January 24, 2012

**STAFF PERSON RESPONSIBLE:** Gary Walter, PW Operations Project Manager

**DESCRIPTION:** IGA between Douglas County and the Town of Parker for a future Town of Parker maintenance facility, including a quit claim to the Town of Parker for a 13.73 acre parcel of land.

**SUMMARY:** The attached Intergovernmental Agreement (IGA) defines the terms and conditions of a 13.73 acre land transfer from Douglas County to the Town of Parker. This land transfer and considerations of the IGA are consistent with the *Douglas County Procedure for Disposal of County-Owned Land*. A parcel description and Quit Claim deed is included with the IGA.

**BOARD ACTION RECOMMENDED:** Approval

**REVIEWED FOR FISCAL CONTENT:** Andrew Copland, Finance Director

**REVIEWED BY THE COUNTY ATTORNEY:** Lance Ingalls, County Attorney

**REVIEWED BY THE COUNTY MANAGER:** Douglas J. DeBord, County Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE CONSTRUCTION OF WATER AND SEWER FACILITIES AND THE PURCHASE OF TAPS IN EXCHANGE FOR REAL PROPERTY TO CONSTRUCT A MAINTENANCE FACILITY**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2012, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and the Town desire to cooperate in the extension of water and sewer facilities to the County's Gailen Buck Service Center and the development of a maintenance facility by the Town on real property owned by the County adjacent to the Gailen Buck Service Center to benefit residents of the Town and the County, as described herein (the "Project");

WHEREAS, the County and the Town agree the Project shall be completed in exchange for mutual commitments of the Parties hereto;

WHEREAS the Town desires to design and construct the Project, in exchange for the commitment of the County to convey the real property to the Town for a maintenance facility; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the participation in the funding and construction of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. Town Maintenance Facility.

(a) Within thirty (30) days of the date of this Agreement, the County shall convey the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property"), by quit claim deed in the form of **Exhibit B**, which is attached hereto and incorporated by this reference (the "Quit Claim Deed"). The conveyance of the Property by the County to the Town shall be a fee simple determinable, and the Property will automatically revert to the County in the event that (i) the Property is not used as a maintenance facility; or (ii) the Town does not commence construction of a maintenance facility on the Property within ten (10) years of the date of the Quit Claim Deed. The Town acknowledges and agrees that the County is conveying the Property to the Town in an "As Is" physical condition and in an "As Is" state of repair, with all faults. The Town specifically waives, and the County does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property

whether express or implied, including, by way of description but not limitation, those of a fitness for a particular purpose or use.

(b) The northern one hundred fifty (150) feet of the Property shall include a de-icer product storage facility for shared use with the County. The County shall have the opportunity to participate in site design and construction of the facility. Specific details for the shared use shall be documented in a separate agreement.

2. County's Gailen Buck Service Center. Within two (2) years of the date of the Quit Claim Deed, the Town shall:

(a) pay to the County Two Hundred Two Thousand Two Hundred Forty Dollars ($202,240), which amount is equivalent to the purchase of a two-inch water tap connection, based on Parker Water and Sanitation District's ("PWSD") 2012 water/sewer tap fee schedule;

(b) design and construct a water service line extension from Hess Road into the southeast corner of the Gailen Buck Service Center, and also from Hess Road into Tammy Lane to the current entrance of the Gailen Buck Service Center entrance from Tammy Lane; and

(c) design and construct a sanitary sewer line extension from PWSD's existing system into the southeast corner of Gailen Buck Service Center; and

(d) prepare and record any sewer or water easements that are required by PWSD for the water and sanitary sewer lines described in (b) and (c) above, subject to execution of the easements by the County.

3. Remedies. The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in Paragraph 2 of this Agreement.

4. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

| | |
|---|---|
| Town of Parker: | Public Works Director<br>20120 E. Mainstreet<br>Parker, Colorado 80138 |
| Douglas County: | Director of Public Works - Operations<br>100 Third Street<br>Castle Rock, Colorado 80104 |

5. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

6. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the County and Town, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Parties.

7. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

8. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the parties waive any right to remove any action to any other court, whether state or federal.

9. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

10. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries, but are incidental beneficiaries only.

11. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

12. Entirety. This Agreement merges and supercedes all prior negotiations, representations and agreements between the parties hereof and constitutes the entire agreement between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

**TOWN OF PARKER, COLORADO**

_____

David Casiano, Mayor

ATTEST:

_____

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**

_____
**JACK A. HILBERT, CHAIR**

**ATTEST:**

_____
**MELISSA PELLETIER, Deputy Clerk**

**APPROVED AS TO CONTENT:**

_____
**Douglas J. DeBord, County Manager**

**APPROVED AS TO LEGAL FORM:**

_____
**Lance J. Ingalls, County Attorney**

**APPROVED AS TO FISCAL CONTENT:**

_____
**Andrew Copland, Director of Finance**

**EXHIBIT B**

**QUIT CLAIM DEED**

The Board of County Commissioners of the County of Douglas, Colorado, whose address is 100 Third Street, Castle Rock, County of Douglas, State of Colorado ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and quitclaims to the Town Council of the Town of Parker, whose address is 20120 East Mainstreet, Parker, County of Douglas, State of Colorado ("Grantee"), the following real property, in the County of Douglas, State of Colorado, to wit:

SEE **EXHIBIT A** ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

with all its appurtenances, subject to the Deed Restriction described herein.

Signed this _____ day of _____, 2012.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO**

_____
_____, Chair

ATTEST:

_____
_____, Deputy Clerk

STATE OF COLORADO )
)ss.
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, as Chair, and _____, as Deputy Clerk, of _____.

My commission expires: _____.

SEAL

_____
Notary Public

DEED RESTRICTION: The Property described in Exhibit A (the "Property") is conveyed to the Town as a fee simple determinable, and the Property will automatically revert to the Grantor in the event that (a) the Property is not used as a maintenance facility owned by the Grantee; or (b) the Grantee does not commence construction of a maintenance facility on the Property within ten (10) years of the date that this deed is signed by the Grantor.

# EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 28;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SOUTH 89°15'27" WEST, A DISTANCE OF 1324.12 FEET TO THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID WESTERLY LINE NORTH 00°19'51" WEST, A DISTANCE OF 45.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 00°19'51" WEST, A DISTANCE OF 961.81 FEET;

THENCE DEPARTING SAID WESTERLY LINE NORTH 89°38'28" EAST, A DISTANCE OF 633.75 FEET;

THENCE SOUTH 00°21'44" EAST, A DISTANCE OF 538.79 FEET;

THENCE SOUTH 89°38'16" WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00°21'44" EAST, A DISTANCE OF 406.84 FEET TO A LINE PARALLEL WITH AND 57.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°15'27" WEST, A DISTANCE OF 458.57 FEET;

THENCE DEPARTING SAID PARALLEL LINE SOUTH 84°30'46" WEST, A DISTANCE OF 145.07 FEET TO A LINE PARALLEL WITH AND 45.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

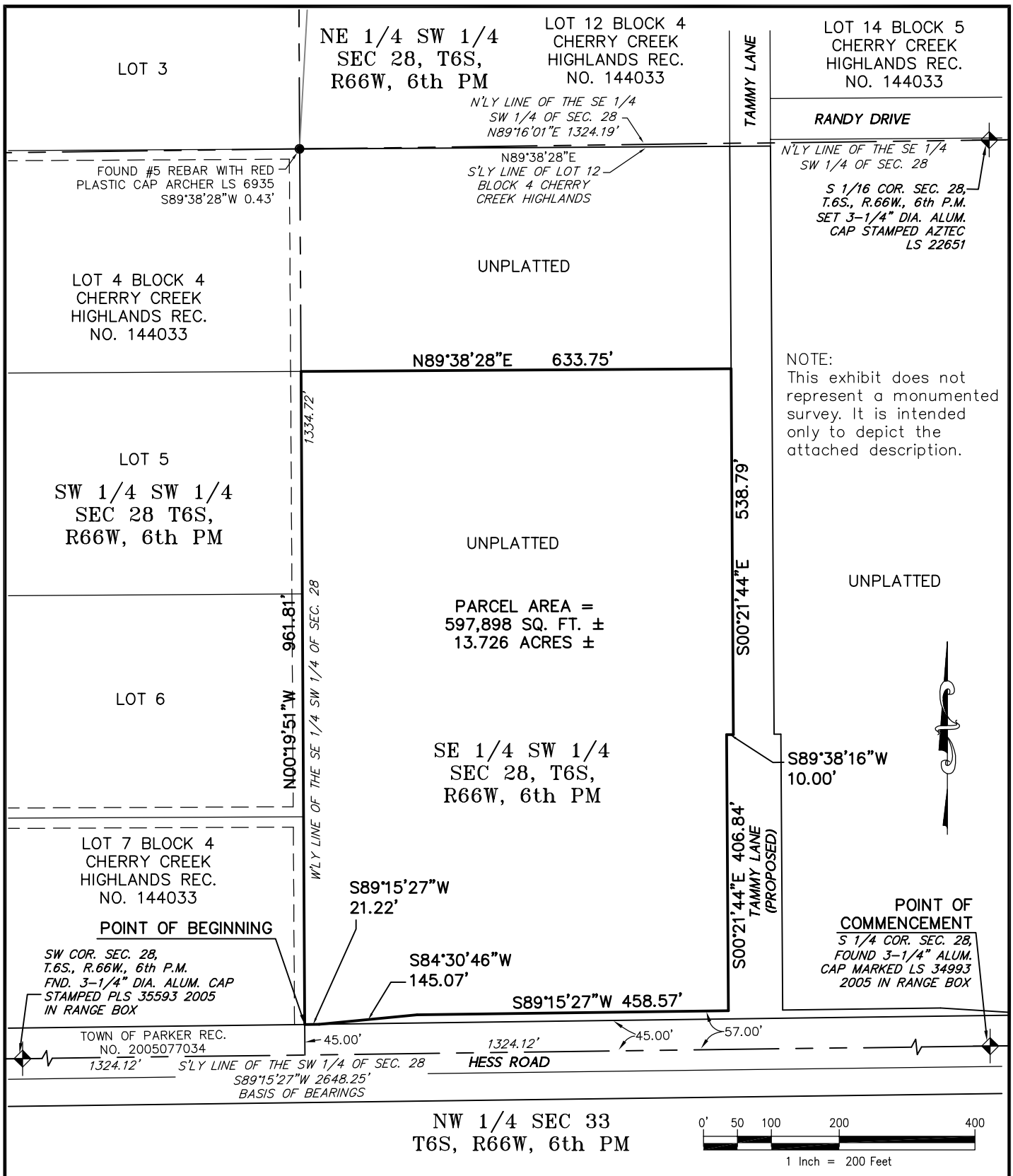
THENCE ALONG SAID PARALLEL LINE SOUTH 89°15'27" WEST, A DISTANCE OF 21.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 13.726 ACRES (597,898 SQUARE FEET) MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122
303-713-1898

# ILLUSTRATION TO EXHIBIT A




| | | |
|---|---|---|
| PATH: V:\24911-09\DWG<br>DWG NAME: EXHIBIT A<br>DWG: DBH CHK: DEC<br>DATE: 12-14-2011<br>SCALE: 1" = 200' | AZTEC CONSULTANTS, INC.<br>8000 SOUTH LINCOLN ST, SUITE 201<br>Littleton, Colorado 80122<br>Phone: (303)713-1898<br>Fax: (303)713-1897<br>www.aztecconsultants.com | **EXHIBIT A**<br>SE 1/4 OF THE SW 1/4 OF SEC. 28, T6S, R66W 6TH PM<br>DOUGLAS COUNTY, COLORADO<br>JOB NUMBER<br>2 OF 2 SHEETS |