

SPONSORED BY: COUNCIL MEMBER MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-56
Series of 2008

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A RESOLUTION APPROVING THE FIRST AMENDMENT TO LAND CONVEYANCE AGREEMENT BETWEEN THE CITY OF NORTHGLENN, THE NORTHGLENN NEIGHBORHOOD DEVELOPMENT CORPORATION, AND DAVE HOFFMAN

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The First Amendment to Land Conveyance Agreement between the City of Northglenn, the Northglenn Neighborhood Development Corporation, and Dave Hoffman attached hereto as **Exhibit 1** is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FIRST AMENDMENT TO LAND CONVEYANCE AGREEMENT

THIS FIRST AMENDMENT TO LAND CONVEYANCE AGREEMENT (the "First Amendment") is made and entered into this ___ day of _____, 2008, (the "Effective Date") by and between the City of Northglenn, Colorado (the "City"), the Northglenn Neighborhood Development Corporation, a Colorado nonprofit corporation ("NNDC"), and Dave Hoffman ("Property Owner"). The three parties collectively may be referred to hereinafter as the "Parties."

WITNESSETH:

WHEREAS, the City and NNDC entered into a Land Conveyance Agreement dated October 13, 2005 (the "Original Agreement"), in which the City agreed to convey to NNDC in fee simple a piece of property commonly known with a street address of 1710 Leroy Drive, Northglenn, Adams County, Colorado 80233, and identified in the Original Agreement by the following legal description:

All that part of Tract 35, North Glenn Fourteenth Filing, Adams County Colorado, described as follows:

Beginning at the NW corner of said tract 35, said corner being the True Point of Beginning; Thence N 38 24' 30" E along the northerly line of said Tract 35, a distance of 135 feet; Thence S 51 35' 30" E a distance of 150 feet to a point; Thence S 38 24' 30" W a distance of 135 feet to a point on the west line of said Tract 35; Thence N 51 35' 30" W a along the west line of said Tract a distance of 150 feet to the Point of Beginning.

Said Parcel contains 20,250 square feet, more or less.

WHEREAS, the City conveyed the legally described property to NNDC, but both the City and NNDC did not complete all of their respective obligations under timelines set forth in the Original Agreement;

WHEREAS, NNDC subsequently platted the property, and conveyed the property commonly described as 1710 Leroy Drive, Northglenn, Adams County, Colorado 80233, but now known as Lot 2, North Glenn, Fourteenth Filing, to Property Owner;

WHEREAS, the improvements to be removed by the City as generally described in the Original Agreement have not yet been removed;

WHEREAS, the improvements are located both on the property conveyed to Property Owner, and on adjacent property owned by the City, which City-owned property is described as Lot 1, North Glenn, Fourteenth Filing; and

WHEREAS, the City, NNDC, and the Property Owner desire to expeditiously remove the improvements described in the Original Agreement, which generally consist of an asphalt

parking lot and driveway, fencing, and other structures and building on or adjacent to 1710 Leroy Drive, and located on both Lots 1 and 2, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Improvements"); and

WHEREAS, the City, NNDC, and the Property Owner agree that the provisions of this First Amendment are the most effective manner in which to promptly remove the Improvements.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Removal of the Improvements by NNDC; Reimbursement by the City.

A. Removal of the Improvements. NNDC shall, within ninety (90) days of the Effective Date, remove or cause to be removed the Improvements.

B. Reimbursement. The City shall reimburse NNDC for the actual cost of removing the Improvements, in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Payment by the City to NNDC shall be due within fourteen (14) days of receipt by the City from NNDC of a written request, attaching evidence of actual costs incurred in removing the Improvements (the "Request"), which Request must be received after completion of the removal of the Improvements, and no later than one hundred and eighty (180) days from the Effective Date.

2. Licenses. In order to accomplish the removal of the Improvements, the City, NNDC, and the Property Owner acknowledge and agree that the City and the Property Owner must grant a license allowing for a right of access to NNDC and its agents. Accordingly, the Parties further agree, subject to the provisions of Section 3, as follows:

A. City Grant of License to NNDC. The City hereby grants to NNDC a License over, on and through the property more particularly described as Lot 2, North Glenn, Fourteenth Filing, for a period of ninety (90) days from the Effective Date, in order to remove or cause to be removed the Improvements.

B. Property Owner Grant of License to NNDC. The Property Owner hereby grants to NNDC a License over, on and through the property more particularly described as Lot 2, North Glenn, Fourteenth Filing, for a period of ninety (90) days from the Effective Date, in order to remove or cause to be removed the Improvements.

3. Insurance. NNDC, or NNDC's contractor, authorized agents, successors or assigns on NNDC's behalf, shall obtain for itself, its agents, successors, assigns, lessees, and agents, necessary and adequate worker's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with removal of the Improvements as provided by this First Amendment, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et*

seq. (currently \$150,000 per persons and \$600,000 per occurrence), as now in effect or as hereinafter amended.

Neither NNDC nor its contractor, agents, successors or assigns shall commence any work on removal of the Improvements or enter upon the properties upon which the Improvements are located pursuant to Section 2 of this First Amendment until NNDC or its contractor, agents, successors or assigns has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City, NNDC, and the Property Owner as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the Parties of intention to cancel

4. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

5. Governing Law and Venue. This Agreement and the rights and obligations of the Parties hereunder shall be governed by the laws of the State of Colorado and venue for any legal action arising under this Agreement shall be in Adams County, Colorado.

6. Entire Agreement. This First Amendment and the Original Agreement embody the complete Agreement between the Parties and shall not be modified or amended, except by the written agreement of the Parties.

7. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the City may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed or caused to be duly executed a counterpart of this Agreement.

Improvements

Improvements on the Property include the existing asphalt parking lot and driveway, fencing and all other structures or buildings.