


**COMMUNITY DEVELOPMENT MEMORANDUM**  
**#07-09**

October 3, 2007

**TO:** Honorable Mayor Kathleen M. Novak and City Council Members

**FROM:** A. J. Krieger, City Manager  
Patrick Breitenstein, Planner 

**SUBJECT:** CR-103, Reach Center Land Swap

**RECOMMENDATION:**

Attached to this memorandum is CR-103 Approving a Land Exchange Agreement with the Adams Mental Health Foundation, d/b/a Community Reach Center. The agreement provides for the exchange of 2.259 acres of City owned land for .680 acres of land owned by Community Reach Center and for joint preparation of a Subdivision Plat to reflect the new lots created by the exchange.

**BACKGROUND:**

The City owns 1.8 acres, commonly known as Scout Park, south of the Community Reach Center and between the Farmers Highline Canal and Interstate Highway 25. This land is undeveloped and because of the Canal is not easily accessible from any public street. The Community Reach Center operates an adolescent school and counseling center on a site west of and adjacent to Highline Drive. The Reach Center is considering future expansion on the site.

On July 13, 2006, by motion, Council directed staff to pursue a land exchange with the Reach Center. The proposed land exchange serves the dual purpose of providing access to City owned Scout Park from Highline Drive and enlargement of the Reach Center site to allow the possibility of future expansion of the school and counseling center.

**POTENTIAL OBJECTION:**

The Reach Center will receive more than three times as much land in the exchange as the City. However, none of the City owned land in the area is accessible from a public street while the Reach Center land is all accessible.

Approval of the exchange makes possible future expansion of the Reach Center. Nothing in the agreement approves an expansion. Normal zoning review would still apply.

**BUDGET/TIME IMPLICATIONS:**

The budgetary impacts of this agreement are limited to cost of preparation of the subdivision plat.

**STAFF REFERENCE:**

If Council members have any comments or questions they may contact Travis Reynolds, [treynolds@northglenn.org](mailto:treynolds@northglenn.org) or Patrick Breitenstein, [pbreitenstein@northglenn.org](mailto:pbreitenstein@northglenn.org).

SPONSORED BY: COUNCIL MEMBER GARNER

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-103  
Series of 2007

\_\_\_\_\_  
Series of 2007

A RESOLUTION APPROVING A LAND EXCHANGE AND SUBDIVISION COOPERATION AGREEMENT BETWEEN THE CITY AND THE ADAMS COUNTY MENTAL HEALTH FOUNDATION, INC.

WHEREAS, the City of Northglenn (the "City") and the Adams County Mental Health Foundation, Inc. ("ACMHF") each own tracts of real property adjacent to one another; and

WHEREAS, the City and ACMHF desire to exchange portions of their real property in such a manner that their reconfigured ownership will serve each party's planned use better; and

WHEREAS, after completing the land exchange, the parties desire to submit a joint subdivision application to the City for approval, subject to the City's normal subdivision approval process.

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

Section 1. The agreement attached hereto as Exhibit A is hereby approved, and the Mayor is authorized to execute said agreement.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
KATHLEEN M. NOVAK  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
DIANA L. LENTZ, CMC  
City Clerk

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney



**CITY OF NORTHGLENN  
CITY COUNCIL MEETING  
ACTION AGENDA  
July 13, 2006**

<b>COUNCIL PRESENT:</b> 9*	<b>VOTE</b>
<i><u>* 8 members of Council were present at roll call; the ninth member joined the meeting after the vote to meet in executive session for legal and contractual matters.</u></i>	<b>Yes-No-Abstain</b>

**ORDINANCES – SECOND READING:**

<b><u>ADOPTED</u></b>	CB-1571 – Novak:      Rezoning of 2295 East 120 <sup>th</sup> Avenue	9-0
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**ORDINANCES – FIRST READING:**

<b><u>PASSED</u></b>	CB-1572 – Novak:      ESTIP Program Amendment	8-1
<b><u>PASSED</u></b>	CB-1573 – Garner, Monroe:      Supplemental Appropriation – 104 <sup>th</sup> Greenway Project	6-3
<b><u>PASSED</u></b>	CB-1574 – Monroe:      Smoking Ordinance Amendment	9-0

**RESOLUTIONS:**

<b><u>PASSED</u></b>	CR-84 – Clyne, Garner, Lindsey, Martin, Miller, Monroe, Parsons:      120 <sup>th</sup> Ave. Extension Project Budget Appropriation	9-0
<b><u>PASSED</u></b>	CR-86 – Novak:      Acceptance of 2005 Audit	5-4
<b><u>PASSED</u></b>	CR-87 – Clyne, Monroe, Paiz:      Immigration Law Enforcement	8-1
<b><u>PASSED</u></b>	CR-88 – Clyne, Paiz:      Water Restrictions	8-1
<b><u>PASSED</u></b>	CR-89 – Novak, Garner, Paiz:      Jimmy Bowman Holiday Bicycle Program	8-1
<b><u>PASSED</u></b>	Motion to approve the principle of and direct staff to proceed with the Scout Park/Reach Center property trade.	7-1
<b><u>PASSED</u></b>	Motion to appoint Richard McManus as a Deputy Municipal Judge.	8-0
<b><u>PASSED</u></b>	Motion to meet in executive session for legal and contractual matters regarding the Mervyn’s building.	8-0
<b><u>PASSED</u></b>	Motion to extend the meeting past 11:00 p.m.	8-1
<b><u>PASSED</u></b>	Motion to meet in executive session for the purpose of discussing three items: 1) Quasi Judicial Matters regarding the Board of Adjustment Appeal; 2) Personnel Matters regarding the replacement for the acting City Manager; and 3) Contract Negotiations regarding the Wastewater Treatment Plant.	8-1
<b><u>PASSED</u></b>	Motion to affirm the Board of Adjustment	5-4

**STAFF REPORTS:**

<b><u>TABLED TO</u></b>		
<b><u>07/28/06</u></b>	SR 06-16 Right of Way (ROW) Maintenance Contract	9-0

**LAND EXCHANGE AND SUBDIVISION COOPERATION AGREEMENT**

This **AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 (the "Effective Date"), by and between the **CITY OF NORTHGLENN**, a Colorado home rule municipal corporation (the "**City**"), and the Adams Mental Health Foundation, Inc. (d/b/a Community Reach Center Foundation, Inc.) a Colorado nonprofit corporation with a principal address of 8931 Huron Street, Thornton, Colorado 80260, ("**AMHF**") (collectively referred to as the "**Parties**").

**WITNESSETH**

**WHEREAS**, the Parties each own real property within the boundaries of the City, which is generally shown in **Exhibit A** (collectively, the "**Property**");

**WHEREAS**, the Parties desire to submit a subdivision application to the City as co-applicants, pursuant to which the Property will be subdivided with one lot to be owned by the City and the other owned by AMHF in the configuration shown on the attached **Exhibit B**;

**WHEREAS**, the legal description of the lot to be owned by the City is as described in **Exhibit C**;

**WHEREAS**, the legal description of the lot to be owned by AMHF is as described in **Exhibit D**; and

**WHEREAS**, upon final approval of the subdivision application, in order to establish the desired ownership of the replatted lots, AMHF must transfer to the City, by General Warranty Deed, the following parcel:

See legal description entitled "Parcel Description - Adams County Mental Health to City of Northglenn" in **Exhibit E**

("AMHF-to-City Parcel"),

and the City must transfer to AMHF, by General Warranty Deed, the following parcel:

See legal description entitled "Parcel Description - City of Northglenn to Adams County Mental Health" in **Exhibit F**

("City-to-AMHF Parcel") (collectively with the AMHF-to-City Parcel the "**Conveyed Parcels**").

**NOW, THEREFORE**, for the covenants and agreements set forth herein and other good and valuable consideration, the Parties agree as follows:

## I. General Obligations

A. Subdivision Application. The Parties shall work together in good faith to submit all the material required to replat the Property as generally shown on **Exhibit B**. The Parties shall share the costs of preparing the materials and submitting said application equally.

B. Title Transfer. Within seven (7) days of final approval of the subdivision application, each Party shall execute a general warranty deed conveying its interest in its Conveyed Parcel to the other Party. The City shall record said deeds with the Adams County Clerk and Recorder with the costs to be shared equally by each Party.

C. Title Insurance. Each Party may purchase title insurance at its own expense for the portion of the Conveyed Parcels to be conveyed to such Party.

D. Taxes. The City shall pay all personal property taxes and general property taxes due on the City-to-AMHF Parcel prior to closing for the year of closing and for all preceding years, and AMHF shall do the same for the AMHF-to-City Parcel.

E. Representations. Each Party represents that to the best of its knowledge, as of the Effective Date the following are true and correct:

i. No litigation or investigations. There is no pending or threatened litigation, proceeding or investigation by any governmental authority or any other person known to the Party against or otherwise affecting the portion of the Conveyed Parcels currently owned by the Party, nor does the Party know of any ground for any such litigation, proceedings or investigations;

ii. No special assessments. There are no special assessments which now burden or encumber the portion of the Conveyed Parcels currently owned by the Party, there are no special assessments currently proposed as to the portion of the Conveyed Parcels currently owned by the Party and the portion of the Conveyed Parcels currently owned by the Party is free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not;

iii. Leases. There are no leases, tenancies or rental agreements relating to the portion of the Conveyed Parcels currently owned by the Party, or to any part thereof;

iv. Third-party improvements. Each Party has notified the other of all improvements, real or personal, not owned by the Party on the portion of the Conveyed Parcels currently owned by the Party, and each Party warrants to the other that it is the lawful owner of all other improvements located in or on the portion of the Conveyed Parcels currently owned by the Party;

v. Easements. Each Party has notified the other of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Conveyed Parcels currently owned by the Party; and

vi. No landfill. No part of the Property currently owned by the Party has ever been used as a landfill, and no materials have ever been stored or deposited upon the portion of the Conveyed Parcels currently owned by the Party which would, under any applicable governmental law or regulation, require that said property be treated or materials removed prior to its use for any purpose which would be permitted by law but for the existence of said materials.

## II. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado without regard to its conflicts of law rules, and any legal action concerning the provisions hereof shall be brought in Adams County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement a Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City Manager  
City of Northglenn  
P.O. Box 330061  
Northglenn, CO 80233-8061

With a separate copy to:

Corey Y. Hoffmann  
Hayes, Phillips, Hoffmann, & Carberry, P.C.  
Suite 450, The Market Center  
1350 Seventeenth Street  
Denver, CO 80202 – 1576

AMHF: Rick Doucet, CEO  
Community Reach Center  
8931 Huron St.  
Thornton 80260

F. 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.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by any party without the written consent of the others.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of any Party under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit a Party's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Financial Obligation. The City's financial obligations are subject to annual appropriations as required by Article X, Section 20 of the Colorado Constitution.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**CITY OF NORTHGLENN,  
COLORADO**

By: \_\_\_\_\_  
Its: Mayor


ATTEST:

\_\_\_\_\_  
Diana Lentz, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

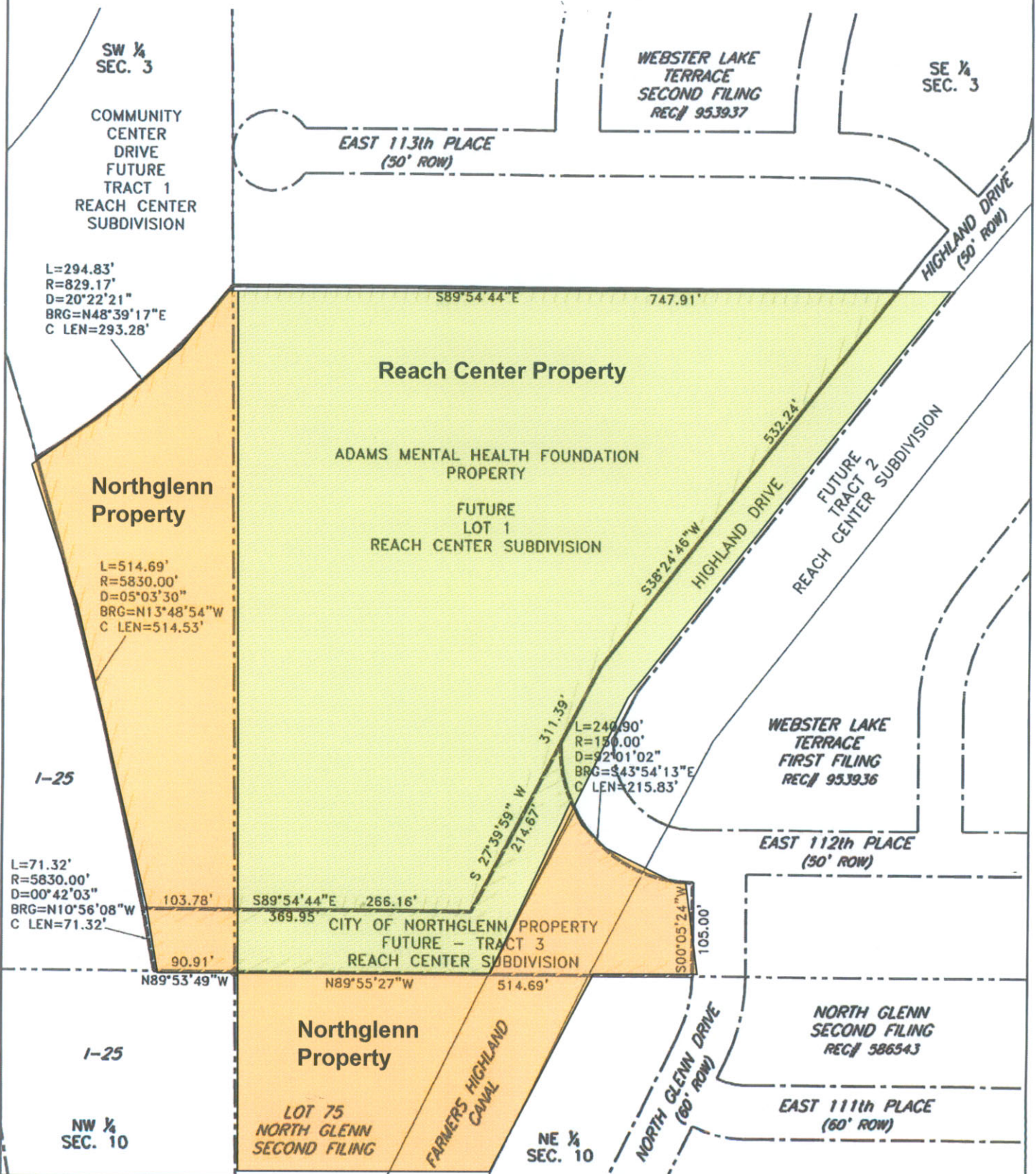
**ADAMS MENTAL HEALTH  
FOUNDATION, INC.**

By:   
Name: Rick Doucet  
Its: CEO

# Exhibit A – Land Exchange Agreement

## FINAL PARCEL EXHIBIT

SE ¼ & SW ¼, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH P.M.,  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



**NOTE**  
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

Scale: 1"=150'

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Checked:	
Job No.:	

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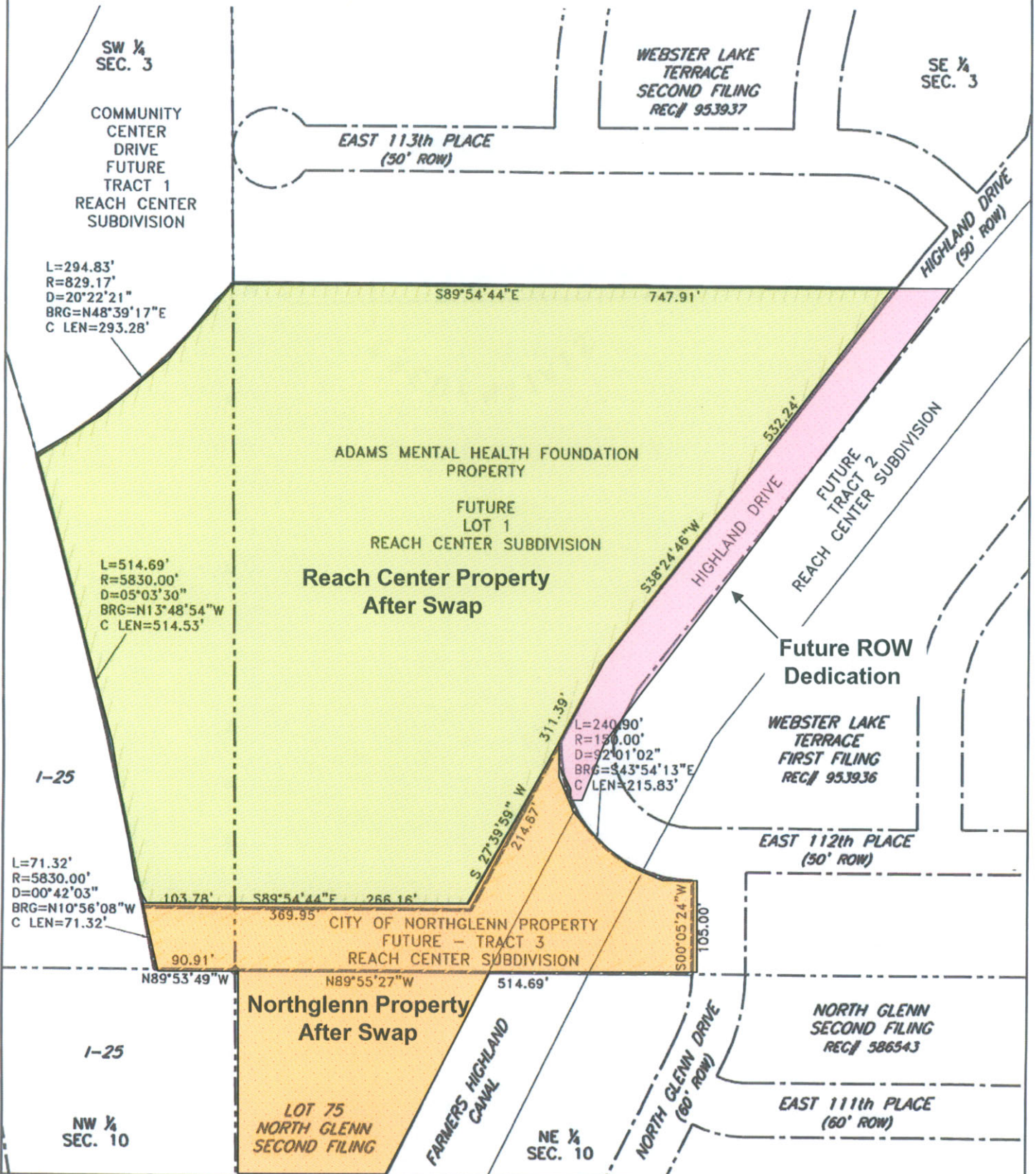
R&R ENGINEERS-SURVEYORS, INC.  
710 WEST COLFAX AVE.  
DENVER, COLORADO 80204  
PH: 303-753-6730  
FAX: 303-753-6568



# Exhibit B – Land Exchange Agreement

## FINAL PARCEL EXHIBIT

SE ¼ & SW ¼, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH P.M.,  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



**NOTE**  
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

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 710 WEST COLFAX AVE.  
 DENVER, COLORADO 80204  
 PH: 303-753-6730  
 FAX: 303-753-6568

## EXHIBIT C

Parcel to be owned by City of Northglenn

A parcel of land located in the South Half of Section 3, Township 2 South, Range 68 West, 6th P.M., City of Northglenn, County of Adams, State of Colorado, being more particularly described as follows;

All bearings contained herein are based upon the following: The south line of the Southeast Quarter of Section 3, Township 2 South, Range 68 West, of the 6th P.M. as bearing South 89°54'44" East, 2689.90 feet, as determined by GPS methods. Monumented as follows: a found 3.25" aluminum cap stamped "LS 23904" at the southwest corner of said Southeast Quarter of Section 3 and a found 3.25" aluminum cap, unreadable, at the southeast corner of said Southeast Quarter of Section 3.

Beginning at the South Quarter Corner of said Section 3;

Thence along the southerly line of said Section 3, also being the easterly right-of-way line of Interstate Highway 25, North 89°53'49" West, 90.91 feet;

Thence along said easterly right-of-way line and a curve to the left, having an arc length of 71.32 feet, a radius of 5830.00 feet, a central angle of 00°42'03", whose chord bears North 10°56'08" West, 71.32 feet;

Thence South 89°54'28" East, 369.95 feet;

Thence North 27°39'59" East, 214.67 feet to the southwesterly right-of-way of Highline Drive;

Thence along said right-of-way and a curve to the left, having an arc length of 240.90 feet, a radius of 150.00 feet, central angle of 92°01'02", whose chord bears South 43°54'13" East, 215.83 feet, to the westerly right-of-way of North Glenn Drive;

Thence along said right-of-way, South 00°05'16" West, 105.00 feet to the southerly line of the Southeast Quarter, of said Section 3;

Thence along said southerly line, North 89°54'44" West, 514.69 feet, to the Point of Beginning.

The above described parcel contains 62,417 Sq. Ft. (1.433 acres) more or less.

**EXHIBIT D**

Parcel to be owned by AMHF

A parcel of land located in the South Half of Section 3, Township 2 South, Range 68 West, 6th P.M., City of Northglenn, County of Adams, State of Colorado, being more particularly described as follows;

All bearings contained herein are based upon the following: The south line of the Southeast Quarter of Section 3, Township 2 South, Range 68 West, of the 6th P.M. as bearing South 89°54'44" East, 2689.90 feet, as determined by GPS methods. Monumented as follows: a found 3.25" aluminum cap stamped "LS 23904" at the southwest corner of said Southeast Quarter of Section 3 and a found 3.25" aluminum cap, unreadable, at the southeast corner of said Southeast Quarter of Section 3.

Commencing at the South Quarter Corner of said Section 3;

Thence along the easterly line of the Southeast Quarter of said Section 3, North 00°32'05" West 70.11 feet, to the Point of Beginning;

Thence North 89°53'49" West, 103.78 feet;

Thence along the easterly right-of-way line of Interstate Highway 25, and a curve to the left, having an arc length of 514.69 feet, a radius of 5830.00 feet, a central angle of 5°03'30", whose chord bears North 13°48'54" West, 514.53 feet;

Thence along a non-tangent curve to the left, having an arc length of 294.83 feet, a radius of 829.17 feet, a central angle of 20°22'21", whose chord bears North 48°39'17" East, 293.28 feet;

Thence along the southerly line of Webster Lake Terrace, Second Filing, South 89°54'44" East, 747.91 feet;

Thence South 38°24'46" West, 532.24 feet;

Thence South 27°39'59" West, 311.39 feet;

Thence North 89°54'44" West, 266.16 feet, to the Point of Beginning.

The Above described parcel contains 434,595 Sq. Ft. (9.977 acres) more or less.

Parcel Description

Adams County Mental Health to City of Northglenn

A parcel of land located in the Southeast Quarter of Section 3, Township 2 South, Range 68 West, of the 6th P.M., City of Northglenn, Adams County, Colorado, being more particularly described as follows;

All bearings contained herein are based upon the following: The south line of the Southeast Quarter of Section 3, Township 2 South, Range 68 West, of the 6th P.M. as bearing South 89°54'44" East, 2689.90 feet, as determined by GPS methods. Monumented as follows: a found 3.25" aluminum cap stamped "LS 23904" at the southwest corner of said Southeast Quarter of Section 3 and a found 3.25" aluminum cap, unreadable, at the southeast corner of said Southeast Quarter of Section 3.

Beginning at the southwest corner of said Southeast Quarter of Section 3;

Thence North 00°32'05" West, along the westerly line of said Southeast Quarter, 70.00 feet;

Thence South 89°54'44" East, parallel with and 70.00 feet northerly of the southerly line said Southeast Quarter, 266.16 feet;

Thence North 27°39'59" East, 214.67 feet;

Thence along a non-curve to the left, having an arc length of 77.85 feet, a radius of 150.00 feet, a central angle of 29°44'05", whose chord bears South 12°45'44" East, 76.97 feet;

Thence South 27°39'52" West, along the westerly line Farmers Highland Canal, 208.97 feet;

Thence North 89°54'44" West, along the southerly line said Southeast Quarter, 285.16 feet, to the Point of Beginning.

The above described parcel contains 29,612 sq. ft. (0.680 acres) more or less.

CJ Biewenga PLS #23032  
For and on behalf of  
R&R Engineers-Surveyors, Inc.  
710 West Colfax Ave.  
Denver, Colorado 80204  
Job #: CN07008  
Date: 6/27/07



Parcel Description

City of Northglenn to Adams County Mental Health

A parcel of land located in the Southwest Quarter of Section 3, Township 2 South, Range 68 West, of the 6th P.M., City of Northglenn, Adams County, Colorado, being more particularly described as follows;

All bearings contained herein are based upon the following: The south line of the Southeast Quarter of Section 3, Township 2 South, Range 68 West, of the 6th P.M. as bearing South 89°54'44" East, 2689.90 feet, as determined by GPS methods. Monumented as follows: a found 3.25" aluminum cap stamped "LS 23904" at the southwest corner of said Southeast Quarter of Section 3 and a found 3.25" aluminum cap, unreadable, at the southeast corner of said Southeast Quarter of Section 3.

Commencing at the southeast corner of said Southwest Quarter of Section 3;

Thence North 00°32'05" West, along the easterly line of said Southwest Quarter, 70.00 feet, to the Point of Beginning;

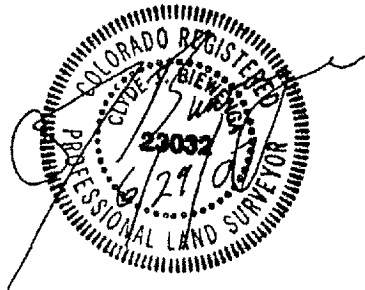
Thence North 89°53'49" West, parallel with and 70.00 feet northerly of the southerly line said Southwest Quarter, 103.78 feet;

Thence along the easterly right-of-way of Interstate Highway 25 and a non-tangent curve to the left, having an arc length of 514.69 feet, a radius of 5830.00 feet, a central angle of 5°03'30", whose chord bears North 13°48'54" West, 514.53 feet;

Thence along a non-tangent curve to the left, having an arc length of 294.83 feet, a radius of 829.17 feet, having a central angle of 20°22'21", whose chord bears North 48°39'17" East, 293.28 feet;

Thence South 00°32'05" East, along the easterly line of said Southwest Quarter, 693.60 feet, to the Point of Beginning.

The above described parcel contains 98,388 sq. ft. (2.259 acres) more or less.



CJ Biewenga PLS #23032  
For and on behalf of  
R&R Engineers-Surveyors, Inc.  
710 West Colfax Ave.  
Denver, Colorado 80204  
Job #: CNO7008  
Date: 6/27/07