

EXPLANATORY COVER SHEET

COUNCILMAN'S BILL NO. CB-1536

SPONSOR: COUNCILWOMAN PAIZ

TITLE: A BILL FOR AN ORDINANCE DONATING CITY PROPERTY KNOWN AS 1710 LEROY DRIVE, NORTHGLENN, COLORADO, 80233 TO THE NORTHGLENN NEIGHBORHOOD DEVELOPMENT CORPORATION

PURPOSE: TO CONVEY AN UNUSED PARCEL OF LAND TO THE NORTHGLENN NEIGHBORHOOD DEVELOPMENT CORPORATION FOR IT TO BUILD A MODEL HOME AND/OR DESIGN CENTER.

ADDITIONAL EXPLANATORY REMARKS:

SPONSORED BY: COUNCILWOMAN PAIZ

COUNCILMAN'S BILL

ORDINANCE NO.

No. CB-1536
Series of 2005

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A BILL FOR AN ORDINANCE DONATING CITY PROPERTY KNOWN AS 1710 LEROY DRIVE, NORTHGLENN, COLORADO 80233 TO THE NORTHGLENN NEIGHBORHOOD DEVELOPMENT CORPORATION

WHEREAS, the City owns in fee simple a piece of property (the "Property") commonly known as 1710 Leroy Drive, Northglenn, Adams County, Colorado 80233, a legal description which is contained in the attached agreement (the "Agreement");

WHEREAS, the City desires to donate the Property to the Northglenn Neighborhood Development Corporation ("NNDC") in fee simple via a quitclaim deed to use for a model home and/or design center; and

WHEREAS, this Agreement is made in compliance with and pursuant to the provisions of C.R.S. § 31-15-713 and Article VII of the Northglenn Municipal Charter.

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

Section 1. Approval of Agreement. The City Council hereby finds and determines that the conveyance of the Property to NNDC in fee simple is in the best interest of the public health, safety and welfare, and therefore, authorizes conveyance of the Property by quitclaim deed pursuant to the terms of the Agreement. The Mayor is hereby authorized to execute such Agreement and deed on behalf of the City.

INTRODUCED, READ AND ORDERED POSTED this ____ day of _____, 2005.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

PASSED ON SECOND AND FINAL READING this ____ day of _____,
2005.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

HERBERT C. PHILLIPS
City Attorney

LAND CONVEYANCE AGREEMENT

THIS LAND CONVEYANCE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2005, (the "Effective Date") by and between the City of Northglenn, Colorado (the "City") and the Northglenn Neighborhood Development Corporation, a Colorado nonprofit corporation("NNDC"), (either party may be referred to as a "Party" or collectively as the "Parties").

WITNESSETH:

WHEREAS, the City owns in fee simple a piece of property (the "Property") known with 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.

The Property is commonly known as 1710 Leroy Drive, Northglenn, Adams County, Colorado 80233.

WHEREAS, the City desires to donate the Property to NNDC in fee simple for the permitted use listed in Section 1.A; and

WHEREAS, this Agreement is made in compliance with and pursuant to the provisions of C.R.S. § 31-15-713 and Article VII of the Northglenn Municipal Charter.

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. Transfer.

A. Conveyance. Subject to the terms, provisions, covenants and conditions herein contained, the City hereby agrees to convey to NNDC by quitclaim deed the Property. The City shall within one hundred eighty (180) days of the Effective Date remove all improvements on the Property including the existing asphalt parking lot and driveway, fencing and all other structures or buildings. Within one (1) year of the Effective Date, NNDC shall renovate the Property for use as a model home or design center. If NNDC fails to renovate the Property within one (1) year from the Effective Date, the City shall

have the right, at the City's option, to require NNDC to convey the Property back to the City for ten dollars (\$10.00).

B. Deed. Upon execution of this Agreement, the City shall execute and deliver to NNDC a quitclaim deed conveying the Property to NNDC in fee simple, the form of which is attached hereto as **Exhibit A**.

2. 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.

3. 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.

4. Entire Agreement. This Agreement embodies the complete Agreement between the Parties and shall not be modified or amended, except by the written agreement of the Parties.

5. 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.

6. 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.

7. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

8. 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.

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

CITY OF NORTHGLENN

Kathleen M. Novak, Mayor

ATTEST:

Diana Lentz, CMC, City Clerk

APPROVED AS TO FORM:

Herbert C. Phillips, City Attorney

**NORTHGLENN NEIGHBORHOOD
DEVELOPMENT CORPORATION**

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of the Northglenn Neighborhood Development Corporation.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

Recorded at _____ o'clock _____ .M., _____

Reception No. _____, Recorder

QUIT CLAIM DEED

The City of Northglenn, Colorado, Grantor, whose address is 11701 Community Center Drive, Northglenn, Colorado 80233, in compliance with Article VII of its municipal charter and C.R.S. § 31-15-713, for the consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and quitclaims to the Northglenn Neighborhood Development Corporation, whose address is _____, County of Adams, and State of Colorado, Grantee, the following real property, in the County of Adams, and State of Colorado, to wit:

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.

Also known as street and number: 1710 Leroy Drive, Northglenn, Colorado 80233.

with all its appurtenances.

Signed this _____ day of _____, 2005.

GRANTOR:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of the Northglenn Neighborhood Development Corporation.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)