

PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 24- 041

A RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH THE CITY OF AURORA

WHEREAS, the Board of County Commissioners of Park County, Colorado (the "Board"), pursuant to Colorado statute is vested with the authority of administering the affairs of Park County, Colorado; and

WHEREAS, the City of Aurora acting by and through its Utility Enterprise and the Board desire to enter into that certain Memorandum of Agreement, attached hereto; and

WHEREAS, the Board desires to approve the form of the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Park County that:

Section 1. The Board of County Commissioners hereby approves the Memorandum of Agreement with the City of Aurora, attached hereto.

DONE and adopted this 19th day of November 2024, and effective as of June 13, 2024, by the Board of County Commissioners of the County of Park.



Chairman 11/19/2024

ATTEST:


County Clerk

Amy Mitchell, Chair X Yes No
Richard Elsner X Yes No
Dave Wissel X Yes No

814126

Milena Kassel

MEMORANDUM OF AGREEMENT City of Aurora, Colorado Public Works Department 		Project: Wildhorse Reservoir Location/Legal: See attached "Exhibit A"
This Memorandum of Agreement ("Agreement") made on this <u>13th</u> day of <u>JUNE</u> , 2024, is between the property owner(s), Board of County Commissioners of the County of Park, Colorado ("Grantor") and the City of Aurora, Colorado , a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, Acting by and through its Utility Enterprise, ("CITY"). Just compensation was determined in by an appropriate value procedure in accord with City real property acquisition policy and Colorado state law and regulations. The amount of money and/or compensation listed below is full consideration for the land legally described on the attached "Exhibit A", attached hereto and incorporated herein, to include all easements, improvements or damages of any kind ("Property").		
		Total Compensation \$239,607.50
Other Conditions and Agreements: Grantor and CITY agree that: 1. Grantor agrees to convey, via general warranty deed, the Property to CITY; 2. this Agreement is binding upon the Grantor and Grantor's heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees upon execution by Grantor; 3. there are no promises, terms, conditions, or obligations other than those listed on this Agreement; 4. compensation for the Property, Grantor agrees that compensation shown on this Agreement is payment in full for the Property; 5. City and Grantor agree that this memorandum, it's exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written have been merged and integrated into this Agreement; 6. each party will, at or before closing, pay all real property taxes (including prorated property taxes for the current year) and special assessments, if any, for the current year; 7. each party will execute all documents as may be required to close the sale of the Property and provide insurable title to the CITY that may be customary at closing with Fidelity National Title Company (the "Title Company"); 8. each party shall be obligated to remove any and all personal property located upon the Property within thirty (30) days from execution of this Agreement; 9. The scanned or facsimile signature of any signatory to this document shall be deemed an original for all purposes. The document may be executed in identical counterparts, each of which shall be deemed a duplicate original.		
GRANTOR: 1. has entered into this Agreement only because the CITY has the power of eminent domain and requires the property for public purposes; 2. will pay broker commissions it incurs. 3. will be responsible for securing releases from all liens, judgments, and encumbrances to deliver unencumbered title to CITY; 4. will pay any encumbrance required to be paid by Grantor at or before closing from the proceeds of the transaction contemplated herein or by any other source available to Grantor; 5. will execute and deliver to CITY those documents indicated below; 6. will not grant any easements, leases or other uses of the Property from the date of Grantor's execution of this Agreement through the date of transfer of title to CITY;		
CITY: 1. will have 60-day due diligence period from mutual execution of this Agreement. 2. will be entitled to specific performance of this Agreement upon tender of the agreed consideration in escrow with the Title Company; 3. will accept the Property as-is where is with all faults. 4. will order title commitment within 30-days from mutual execution of this Agreement. 5. will authorize the Title Company to record the deed and provide a copy to Grantor at closing; 6. will take possession of the Property upon execution of this Agreement; 7. will pay for all Title Company closing costs and fees at closing, excluding legal expenses and real estate commissions; 8. will prepare the general warranty deed.		
Aurora Water  Date: 7/1/2024	County of Park Date: <i>Thomas Eisenman</i> , County Manager 6/13/2024	
City of Aurora, Hector Reynoso Real Property Manager Date: 7/1/24 		
Reviewed _____ Date: 7/11/2024 Legal Department Approved as to form: <i>Michelle Gardner</i>	cc: General Manager of Aurora Water, Marshall P. Brown	

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Milena Kassel

EXHIBIT A

UNIT 105, Lot 5691, Hartsel Ranch, Park County, CO; and
UNIT 102, Lot 5245, Hartsel Ranch, Park County, CO; and
UNIT 102, Lot 5246, Hartsel Ranch, Park County, CO; and
UNIT 103, Lot 5290, Hartsel Ranch, Park County, CO; and
UNIT 103, Lot 5291, Hartsel Ranch, Park County, CO.