### PRE-DEVELOPMENT INTERGOVERNMENTAL AGREEMENT FOR TRACT B - LIBERTY RANCH

THIS INTERGOVERNMENTAL AGREEMENT (this "<u>Agreement</u>") is made and entered into as of the date of the last signature below (the "<u>Effective Date</u>"), by and between the Town of Mead, Colorado, a municipal corporation of the State of Colorado ("<u>Mead</u>" or the "<u>Town</u>"), Mountain View Fire Protection District, a political subdivision of the State of Colorado and a fire protection district organized and existing pursuant to C.R.S. §§ 32-1-101, *et seq.* (the "<u>Fire District</u>"), and High Plains Library District, a political subdivision of the State of Colorado and a library district organized and existing pursuant to Colorado Revised Statutes (C.R.S.) §§ 24-90-101, *et seq.* (the "<u>Library District</u>"). Mead, the Fire District, and the Library District are sometimes referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties.</u>" The Fire District and the Library District are sometimes referred to individually as a "<u>District</u>" and collectively as the "<u>District</u>" and collectively as the "<u>District</u>"

#### **RECITALS**

WHEREAS, pursuant to C.R.S. §§ 32-1-101, et seq., the Fire District is authorized to provide fire protection services to all areas within its boundaries; and

WHEREAS, pursuant to C.R.S. §§ 24-90-101, et seq., the Library District is authorized to provide library services to all areas within its boundaries; and

WHEREAS, Mead is located within the boundaries of the Fire District and the Library District; and

WHEREAS, the Board of Trustees of the Town (the "<u>Town Board</u>") and the Board of Directors of the Fire District agree that locating a fire station within the boundaries of the Town will further the Town and Fire District's common interest that fire protection services be provided to existing and future residents of the Town; and

WHEREAS, the Town Board and the Board of Trustees of the Library District agree that locating a library within the boundaries of the Town will further the Town and Library District's common interest that a library be provided to existing and future residents of the Town; and

WHEREAS, Mead owns approximately 32.69 acres of land in the Town of Mead legally described as Tract B, Liberty Ranch Filing No. 2, Second Amendment, recorded with the County of Weld Clerk and Recorder, State of Colorado at Reception No. 3996323 (the "Property"); and

WHEREAS, on July 10, 2023, the Town Board approved Resolution No. 44-R-2023 ("Resolution 44"), Approving the Liberty Ranch, Tract B, Municipal Facilities Master Site Plan (the "Master Plan"); and

WHEREAS, the Master Plan contemplates the future use of the Property for a fire station, library, police station, and recreational fields with concession buildings; and

WHEREAS, the Master Plan also depicts two active oil and gas wells located within the northeastern and southwestern portions of the Property (as generally shown on the Master Plan, the "O&G Wells"); and

WHEREAS, the Fire District desires to acquire land within the Property (as defined in Subsection 2.a), the "<u>Fire Lot</u>") and to construct a fire station on the Fire Lot; and

WHEREAS, the Library District desires to acquire land within the Property (as defined in Subsection 2.a), the "<u>Library Lot</u>") and to construct a library on the Library Lot; and

WHEREAS, the Town has determined it is in the best interests of the Town and its residents that the Town enter into this Agreement to facilitate the funding, design, and construction of the Project (defined below); and

WHEREAS, the Town desires to facilitate and support the construction of a fire station and library within the Property in accordance with the terms of this Agreement by conveying, for nominal consideration, the Fire Lot and Library Lot to the Fire District and Library District, respectively, contributing land for off-site public improvements, contributing Town staff time, and waiving certain Town fees and costs; and

WHEREAS, the construction and installation of public improvements, including roadway, bicycle, on-street parking, landscaping, and sidewalk improvements and sanitary sewer, storm water, water, and irrigation improvements, within and adjacent to the Property are needed to serve the desired fire station and library and facilitate development of the Property as contemplated by the Master Plan (as further defined in Subsection 2.b), the "Public Improvements"); and

WHEREAS, the Parties desire to memorialize in this Agreement their agreements and understandings related to subdividing the Property, site planning for the Fire Lot and Library Lot, and the funding, design, and construction of the Public Improvements (collectively, the "Project"), and each Party's respective role and responsibilities with respect to the same; and

WHEREAS, Resolution 44 authorized the Town Attorney and Town Manager to negotiate this Agreement with the Fire District and Library District, conditioned on this Agreement being brought to the Town Board for final review and approval; and

WHEREAS, the Parties are authorized to enter into this Agreement by Colorado Revised Statutes (C.R.S.) Section 29-1-203 and the Colorado Constitution Article XIV, Section 18(2).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals set forth above are incorporated and made a part of this Agreement.

#### 2. DESCRIPTION OF THE PROJECT.

- a) Subdivision of the Property. The Fire District shall be responsible for the preparation and submission of a minor subdivision to divide the Property into six (6) lots and rights-of-way in accordance with the Town's minor subdivision process (the "Plat"). The Plat shall create a 3.0-acre lot for future conveyance to the Fire District (the "Fire Lot"), a 3.0-acre lot for future conveyance to the Library District (the "Library Lot"), 4.75-acre and 6.75-acre lots for the O&G Wells, a 3.0-acre lot for a future Town police station, and an 8.37-acre lot for Town recreational uses. The Parties agree that the foregoing acreages are approximate and that final acreages shall be determined during the minor subdivision process. The Public Improvements required by this Agreement and the rights-of-way and easements shown on Exhibit A and Exhibit B to this Agreement shall be shown on the Plat. Without limiting the foregoing, the Fire District shall be responsible for the engagement and oversight of third-party contractors and payment of all fees and costs related to the Plat, and the Library District shall be responsible for reimbursing the Fire District the Library District's share of such fees and costs as set forth in a separate agreement between the Fire District and Library District.
- **b) Public Improvements.** The Fire District shall be responsible for designing, permitting, and constructing the following public improvements (collectively, the "<u>Public Improvements</u>").
  - i. Irrigation, sanitary sewer, water, and storm water improvements as shown on the Master Utility Plan for Liberty Ranch Filing No. 2, 3<sup>rd</sup> Amendment attached as **Exhibit A** to this Agreement (as may be amended during the minor subdivision process, the "Master Utility Plan").
  - ii. The new roadway to be named "Chaparral Street" at the general location shown on the Master Utility Plan. Chaparral Street shall be constructed in compliance with the Road Section Details for Liberty Ranch Filing No. 2, 3<sup>rd</sup> Amendment attached as **Exhibit B** to this Agreement (as may be amended during the minor subdivision process, the "Road Section Details"). A three-way stop shall be installed where Chaparral Street connects with Birdle Drive in the Liberty Ranch neighborhood as shown on the Road Section Details. Landscaping meeting the Mead Municipal Code (the "Town Code") requirements shall be installed along the western side of Chaparral Street (*i.e.*, the Library Lot frontage). However, only interim landscaping shall be installed at a width of 20' along the eastern side of Chaparral Street (*i.e.*, the frontage along the northeastern O&G Well) to include seeding of native grass and temporary irrigation until the native grass is established. Detailed landscaping requirements shall be determined during the minor subdivision process.
  - iii. The new roadway to be named "Liberty Drive" at the general location shown on the Master Utility Plan. Liberty Drive shall be constructed in compliance with the Road Section Details. Landscaping meeting the requirements of the Town Code shall be installed along the southern side of Liberty Drive (*i.e.*, the Fire Lot frontage). However, only interim landscaping shall be installed at a

width of 20' along the northern side of Liberty Drive (*i.e.*, the frontage along the northeastern O&G Well) to include seeding of native grass and temporary irrigation until the native grass is established. Detailed landscaping requirements shall be determined during the minor subdivision process.

- iv. Installation of emergency-vehicle traffic control signal at the intersection of the driveway for the Fire Lot and WCR 7.
- v. Widening of the west side of Weld County Road ("WCR") 7 between the Liberty Drive and WCR 7 intersection and the emergency driveway from the Fire Lot onto WCR 7. WCR 7 shall be widened in compliance with the Road Section Details; except that the Fire District shall not be responsible for installing the 10-foot trail shown in the Road Section Details (the "Town Trail"). Rather, the Fire District shall construct a tie-in for the Town Trail at the Liberty Drive and WCR 7 intersection and dedicate an easement for the Town Trail to the Town either, at the Town's discretion, by reservation to the Town in the Plat or dedication to the Town by separate agreement of the Town and Fire District.
- vi. If required by the traffic study for the Project, construction of auxiliary lanes along WCR 7, such as: a deceleration along the west side of WCR 7 into Liberty Drive; a left turn from WCR 7 into Liberty Drive; and/or an acceleration lane from Liberty Drive heading south on CR 7.

If the drainage plan for the Project complies with the Liberty Ranch Filing No. 2 drainage report and any associated amendments, a separate storm water detention facility will not be required for the Project.

Without limiting the foregoing, the Fire District shall be responsible for the engagement and oversight of third-party contractors and payment of all fees and costs related to the Public Improvements, and the Library District shall be responsible for reimbursing the Fire District the Library District's share of such fees and costs as set forth in a separate agreement between the Fire District and Library District.

c) Site Planning. The Fire District and Library District shall each be responsible for, at each Party's sole cost, preparing and obtaining Town approval of the site plan for the Fire Lot and the site plan for the Library Lot, respectively. The Fire District site plan and construction of the fire station shall accommodate the Town's design and construction plans for the Town Trail.

#### 3. OTHER AGREEMENTS; TOWN FEES AND COSTS.

a) Minor subdivision and site plans. As part of the minor subdivision and site plan processes, the Districts shall be required to enter into a subdivision improvement agreement and a site plan agreement in accordance with Sections 16-4-130 and 16-4-100 of the Town Code, respectively; provided, however, if a District submits its site plan contemporaneously with the Plat, the subdivision improvement agreement may be combined with the site plan agreement. As part of the minor subdivision and site plan

processes, the Districts shall also be required to enter into an agreement for payment of review and development expenses incurred by the Town in accordance with Sections 16-4-80 and 16-4-100 of the Town Code; provided however, that the Town shall waive the Town's application fees and the costs associated with Town staff's review of the Plat and the Districts' site plans. The Districts shall remain responsible for the cost of review by the Town's outside consultants, including (without limitation) traffic engineering review, drainage engineering review, review by the Town's engineering firm (currently, JVA, Incorporated), and legal review.

- b) Development impact fees. The Fire District and Library District shall be responsible for payment of development impact fees imposed by the Town in accordance with Article VI of Chapter 4 of the Town Code. The fees shall be paid prior to issuance of a building permit for development occurring on each of the Fire Lot and Library Lot and shall be calculated based on the then-current rate imposed for the Office & Institutional development type.
- **c) Building permit fees.** The Town shall waive the Town's application fees for Town building permits.
- **d)** Town inspection fees. The Town shall waive the cost of inspections by Town staff. The Districts shall remain responsible for the cost of inspections by the Town's outside consultants.
- **e) Availability of funding.** The Districts agree that the Town may condition issuance of building permits for the vertical construction of the Lots on the applicable District providing the Town with a copy of executed construction contracts and documentation that funding for the subject work is available and appropriated.
- 4. NEIGHBORHOOD MEETING. The Fire District shall be responsible, at its cost (subject to reimbursement from the Library District per a separate agreement between the Districts), for scheduling, holding, and conducting at least one neighborhood meeting with the Liberty Ranch neighborhood located immediately west of the Property. The Parties anticipate that the meeting will be held at the current fire station and facilitated by the Project architect (Oz Architecture). Town staff shall attend and be available to answer questions during the neighborhood meeting. The Town shall waive costs for Town staff time related to the neighborhood meeting.

#### 5. STANDARDS.

- a) The Project shall be designed and constructed in compliance with all applicable federal, state, and local laws, rules, and regulations, including (without limitation) the Americans with Disabilities Act, as amended.
- **b)** If the Town proposes to amend the Town Code by adding a public use zoning district, and proposes to rezone the Property to said district, the Town will promptly notify the Fire District and Library District to discuss any potential impacts to the permitted uses.

- **6. CONVEYANCE OF LOTS.** The Town agrees to convey, and the Fire District and Library District agree to acquire, the Fire Lot and Library Lot, respectively, upon the terms and conditions of this Section 6.
  - a) Consideration. The consideration for the Fire Lot and Library Lot shall be \$10 for each of said lots plus the Districts' performance of their obligations in this Agreement.
  - b) No Warranties. The Fire District and Library District acknowledge and agree that they are acquiring their respective lots "AS IS," "WHERE IS," "WITH ALL FAULTS," and "WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED," including, without limitation, the physical condition of the lots.

#### c) Closings.

- i. The Town shall convey the Fire Lot to the Fire District by bargain and sale deed upon the Town approval of the site plan for the Fire Lot and execution by the Town and the Fire District of the corresponding site plan agreement.
- ii. The Town shall convey the Library Lot to the Library District by bargain and sale deed upon the Town approval of the site plan for the Library Lot and execution by the Town and the Library District of the corresponding site plan agreement.

#### d) Town's Reversionary Interests.

- The deed for the Fire Lot shall include a right of re-entry in the Town if the Fire District: (1) fails to pull a building permit for vertical construction of the fire station within two (2) years of the Effective Date of this Agreement (the "Fire BP Condition"), or (2) fails to obtain a temporary certificate of occupancy ("TCO") for the fire station within two (2) years of the issuance of the initial building permit for vertical construction of the fire station (the "Fire TCO Condition"). The deed shall include language that if the Fire District fails to cure the Fire BP Condition within thirty (30) days after receipt by the Fire District of written notice from the Town or the Fire TCO Condition within onehundred and eighty (180) days after receipt by the Fire District of written notice from the Town, then the Town shall be entitled to a reconveyance of the Fire Lot by bargain and sale deed and the delivery of exclusive possession thereto. In addition, the deed shall state that if the right of re-entry is the result of a failure of the Fire TCO Condition, then the Town's right to a reconveyance of the Fire Lot shall be subject to payment to the Fire District of the appraised value of the Fire Lot.
- ii. The deed for the Library Lot shall include a right of re-entry in the Town if the Library District: (1) fails to pull a building permit for vertical construction of the library within two (2) years of the Effective Date of this Agreement (the "Library BP Condition"), or (2) fails to obtain a TCO for the library within two

- (2) years of the issuance of the initial building permit for vertical construction of the library (the "Library TCO Condition"). The deed shall include language that if the Library District fails to cure the Library BP Condition within thirty (30) days after receipt by the Library District of written notice from the Town or the Library TCO Condition within one-hundred and eighty (180) days after receipt by the Library District of written notice from the Town, then the Town shall be entitled to a reconveyance of the Library Lot by bargain and sale deed and the delivery of exclusive possession thereto. In addition, the deed shall state that if the right of re-entry is the result of a failure of the Library TCO Condition, then the Town's right to a reconveyance of the Library Lot shall be subject to payment to the Library District of the appraised value of the Library Lot.
- iii. The deeds for the Fire Lot and Library Lot shall also state that the Town's right of re-entry shall expire automatically upon issuance of a TCO. In addition, following the issuance of a TCO, the Town agrees to execute and record a notice of release of its right of re-entry upon request of the applicable District.
- e) Costs and fees. The Fire District shall pay recording costs related to the closing of the Fire Lot, and the Library District shall pay recording costs related to the closing of the Library Lot. In addition, premiums for any title insurance policy obtained by a District, including the cost of any affirmative coverages or endorsements, shall be borne by the applicable District.
- 7. RIGHT OF FIRST REFUSAL. If at any time the Fire District as to the Fire Lot or the Library District as to the Library Lot receives a bona fide offer to purchase in whole or in part, said lot or to lease the entirety of said lot for a lease term (including extension periods) of more than twenty-five (25) years, the applicable District shall send the Town a copy of the proposed offer and notify the Town of the District's intention to accept the same. The Town shall have the right within sixty (60) days to accept the terms of said offer in writing and within sixty (60) days thereafter to purchase or lease, as applicable, the subject lot for the price and on the terms specified in said offer. If the Town does not so elect within said sixty (60) day period, the applicable District may then sell or lease, as applicable, the subject lot to the offeror provided the sale or lease is on the terms and conditions and for the price set forth in the written offer sent to the Town. This right of first refusal shall in no way restrict a District's right, power, or authority to mortgage or encumber, including lease back financing, grant easements affecting, or grant a lease or leases with a lease term (including extension periods) equal to or less than twenty-five (25) years on, the subject lot. Nor shall this right of first refusal in any way restrict or prohibit transfers of the subject lot by operation of law or transfers of the subject lot between the Fire District and the Town or the Library District and the Town. This right of first refusal shall terminate and be null and void as to the Fire Lot or Library Lot upon the consummation of a sale or conveyance in fee simple or a lease of more than twenty-five (25) years to a third party of said lot after full compliance with the terms of this right of first refusal; provided, however, if there is a sale or conveyance in fee simple of only a portion of a lot, then this right of first refusal shall remain in place for the remainder of said lot. The Town may record a memorandum

of this right of first refusal against the applicable lots.

- **8. TERMINATION OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date and shall terminate upon the date that all obligations of the Parties under this Agreement have been satisfied, unless:
  - a) This Agreement is terminated earlier by mutual written agreement of the Parties.
  - b) This Agreement is terminated by the Fire District or Library District by the earlier of the date of Closing or the date that is One Hundred Twenty (120) days of the Effective Date based on the District's determination that title to or environmental condition of the Fire Lot or Library Lot, as applicable, is not acceptable to the District. The terminating District shall provide written notice to the other Parties of such termination on or before the expiration of said date. The Districts shall be solely responsible for obtaining current title commitments for title insurance policies for their subject lots and copies of instruments and documents referenced in such commitments.
  - c) The Plat and the associated subdivision improvement agreement and the site plans and the associated site plan agreements for the Fire Lot and Library Lot are not approved by the Town and fully executed within one (1) year of the Effective Date. Upon such an event, the Parties shall meet to discuss the potential termination or amendment of this Agreement. Unless this Agreement is otherwise amended by the Parties, if the Plat and the associated subdivision improvement agreement and the site plans and the associated site plan agreements for the Fire Lot and Library Lot are not approved by the Town and fully executed within eighteen (18) months of the Effective Date, the Town shall have the right to terminate this Agreement with thirty (30) days' prior written notice to the Districts.

In the event the Parties seek to terminate this Agreement with respect to only one District under Subsection a) above, or if only one District seeks to terminate this Agreement under Subsection b) above, or if the Town seeks to terminate this Agreement with respect to only one District under Subsection c) above, the Town and the remaining District shall work cooperatively and in good faith to amend this Agreement as needed to address the public improvements needed to serve the remaining District's development.

- **9. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior contracts, proposals, representations, negotiations, letters of intent, whether written or oral, pertaining to the subject matter of this Agreement. No changes, alterations, or modifications to any of the provisions of this Agreement shall be effective unless contained in a written agreement signed by the Parties.
- **10. FORCE MAJEURE.** The Fire District and Library District shall not be liable for any delays or failures in the performance of any of their obligations hereunder due to causes beyond their reasonable control, after written notice to the Town of such cause and exercise of such Party's best efforts to perform such obligations, including, but not limited to, fire, strike, war, riots, acts of civil or military authority, acts of God, judicial action,

unavailability or shortages of materials, equipment or personnel, failures or delays in delivery from vendors and suppliers, or delays in transportation.

- **11. ASSIGNMENT.** A Party shall not assign this Agreement or any rights or obligations of such Party under this Agreement without the prior written consent of the other Parties.
- **12. BINDING AGREEMENT.** This Agreement shall be binding upon and shall be for the benefit of the Parties, their successors and assigns.
- **13. NO THIRD-PARTY BENEFICIARIES.** This Agreement shall not confer any rights or remedies upon any person other than the Fire District, Library District, and Mead and their respect successors and assigns.
- **14. CHOICE OF LAW; VENUE.** This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Weld County, Colorado.
- **15. SEVERABILITY.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.
- **16. NOTICES.** All notices or demands desired or required under this Agreement shall be deemed given: (i) when personally delivered; or (ii) after the lapse of five (5) days after mailing by registered or certified mail, postage pre-paid; or (iii) when sent by confirmed electronic mail, and addressed as follows:

To Town of Mead: Town of Mead

Attn: Jason Bradford, Community Development Director

441 Third Street Mead, CO 80542

E-Mail: jbradford@townofmead.org

With a copy to: Michow Guckenberger & McAskin LLP

Attn: Mead Town Attorney 5299 DTC Blvd., Suite 300 Greenwood Village, CO 80111 E-Mail: MMcAskin@mgmfirm.com

To the Library District: High Plains Library District

Attn: Matthew Hortt, Ph.D., Executive Director

12650 W. 29<sup>th</sup> Street Greeley, CO 80634

E-Mail: MHortt@highplains.us

With a copy to: Coan Payton & Payne LLC

Attn: William F. Garcia, High Plains Library District

Counsel

5586 W 19th Street Greeley, CO 80634

E-Mail: wgarcia@cp2law.com

To the Fire District: Mountain View Fire Protection District

Attn: Deputy Chief Jeff Webb 3561 N. Stagecoach Road Longmont, CO 80504 E-Mail: jwebb@mvfpd.org

With a copy to: Lyons Gaddis

Attn: John Chmil, Mountain View Fire Protection District

Counsel P.O. Box 978

Longmont, CO 80502-0978 E-Mail: jchmil@lyonsgaddis.com

- **17. NO WAIVER OF GOVERNMENTAL IMMUNITY.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, CR.S. §§24-10-101 *et seq.*, as applicable now or hereafter amended.
- **18. SUBJECT TO APPROPRIATION.** The Parties understand and acknowledge that Mead, the Fire District, and the Library District are subject to Article X, § 20 of the Colorado Constitution ("<u>TABOR</u>"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multiple-fiscal year direct or indirect debt or obligation within the meaning of TABOR as no future appropriation of funds beyond the current fiscal year is anticipated or expected. Notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law.
- **19. EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121. 20.
- **20.** AUTHORITY TO ENTER AGREEMENT. The signatures of those representatives of

the Parties below affirm that they are authorized to enter into and execute this Agreement and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize the execution of this Agreement have been made.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Signature Pages Follow.

ATTEST:	TOWN OF MEAD, COLORADO
By: Mary E. Strutt, Town Clerk	By: Colleen G. Whitlow, Mayor
APPROVE AS TO FORM:	Date:
By: Marcus McAskin, Town Attorney	

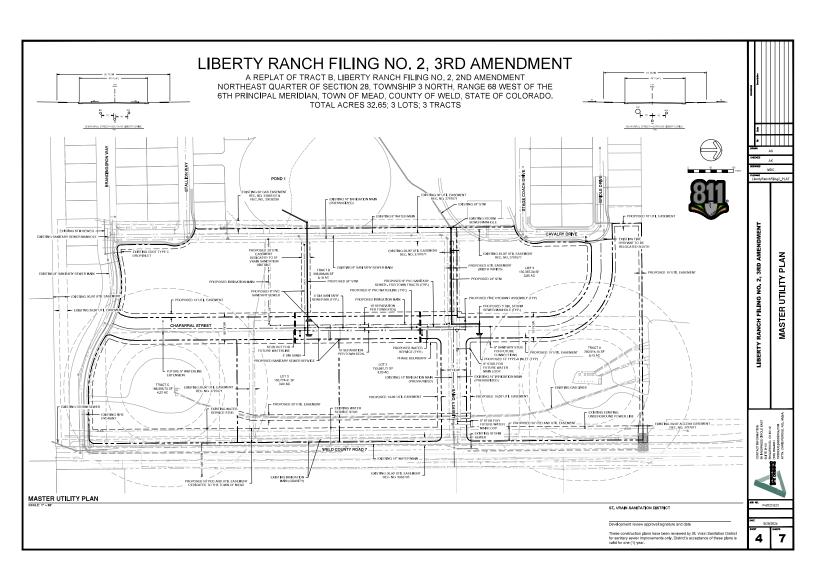
### MOUNTAIN VIEW FIRE PROTECTION DISTRICT:

	Laura McConnell, Board President
ATTEST:	Date:
Secretary	

#### **HIGH PLAINS LIBRARY DISTRICT:**

	Mary Heberlee, Chair of the Board
ATTEST:	Date:
Secretary	

# EXHIBIT A MASTER UTILITY PLAN



## EXHIBIT B ROAD SECTION DETAILS

