

## INTERGOVERNMENTAL AGREEMENT CONCERNING THE ADAM DAIRY FARM PROPERTY

THIS INTERGOVERNMENTAL AGREEMENT CONCERNING THE ADAM DAIRY FARM PROPERTY (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **County of Boulder**, a body corporate and politic (the “County”) and the **City of Longmont**, a Colorado municipal corporation (the “City”) (collectively the “Parties”).

### RECITALS

A. The City is purchasing approximately 130 acres of land located in Section 4, Township 2 North, Range 68, West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado (the “Adam Dairy Farm Property”), legally described on Exhibit A, and generally depicted on Exhibit B. The Adam Dairy Farm Property is currently used for open agricultural purposes.

B. The Adam Dairy Farm Property is annexed into the Town of Firestone and is located southeast of Union Reservoir, immediately west of St. Vrain State Park, and north of Highway 119. The Adam Dairy Farm Property has been a high priority acquisition for the City and is an integral part of a potential future regional trail system.

C. The City plans to execute a purchase agreement with Adam Farm Property, LLC to purchase the Adam Dairy Farm Property under which the City will acquire the fee simple interest in the Adam Dairy Farm Property upon completion of certain conditions contained in the purchase agreement.

D. In the event that the City acquires the Adam Dairy Farm Property, the County desires to acquire a conservation easement over and across the Adam Dairy Farm Property in exchange for a contribution of \$2,000,000.00, which payment will partially reimburse the City for its acquisition cost.

E. Pursuant to the terms set forth in this Agreement, the County and the City wish to set forth the terms of the proposed acquisition of the Adam Dairy Farm Property and the grant of a conservation easement to the County.

### AGREEMENT

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and undertakings hereinbefore and hereinafter set forth, the County and the City agree as follows:

1. City Purchase. The City and the County agree that, as a condition precedent to the County’s obligations herein, the City will acquire the Adam Dairy Farm Property, at the City’s sole expense. If said condition precedent is not met, this Agreement shall be null and void and both parties shall be released from their respective obligations herein.

1.1. Mineral Interests. The Parties hereby acknowledge that there are certain

mineral interests (the "Mineral Interests") that were previously severed from the Adam Dairy Farm Property and that such Mineral Interests are currently and will continue to be owned and otherwise leased by third party entities. The Parties hereby acknowledge and agree that any such use of any portion of the surface of the Adam Farm Property for mineral development shall not terminate this Agreement or the Conservation Easement between the City and County, or any of the obligations of the County and City contained therein.

2. Purchase Provisions. The City and the County agree that upon the City closing on its acquisition of the Adam Dairy Farm Property:

2.1 The County shall pay the City \$2,000,000.00 within two (2) years after the City's acquisition of the Adam Dairy Farm Property.

2.2. The City shall grant to the County a conservation easement in gross over and across the Adam Dairy Farm Property ("Conservation Easement"). The Conservation Easement terms shall be mutually agreed upon by the City and County prior to the City's closing on the Adam Dairy Farm Property.

2.3 The City shall exclude from the legal description in the Conservation Easement any necessary road rights-of-way to create or maintain a uniform right-of-way along all public roads currently touching the Adam Dairy Farm Property.

3. Title Policy. The City agrees to purchase a title commitment and owner's policy of title insurance for the County, insuring the County's Conservation Easement interest in the Adam Dairy Farm Property.

4. Beneficiaries. The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of this Agreement, and no other person or entity is so intended.

5. Enforcement. Either of the Parties may enforce this Agreement by any legal or equitable means including specific performance, and by declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

6. Defense of Claims. The Parties shall defend any claim brought based upon the existence of or provisions of this Agreement and shall be jointly and severally liable for any damages awarded in that connection.

7. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

8. Exhibits and Entire Agreement. All exhibits referred to herein shall be incorporated by reference. This instrument and the attached Exhibits contain the entire agreement between the Parties relating to the Adam Dairy Farm Property and may be modified only by an instrument in writing executed by both Parties.

9. Party Representatives. Referrals made under the terms of this Agreement shall be sent to the Parties and Parties' representatives as follows, unless changes are made in writing and mailed to the other representatives at the then-current address:

ENTITY:

To the County:           The Director  
Boulder County Parks and Open Space  
5201 St. Vrain Road  
Longmont, Colorado 80503

With a copy to:        The Boulder County Attorney's Office  
P.O. Box 471  
Boulder, Colorado 80306

To the City:            City Manager  
City of Longmont  
350 Kimbark St.  
Longmont, Colorado 80501

With a copy to:        City Attorney  
City of Longmont  
350 Kimbark St.  
Longmont, Colorado 80501

10. Financial Obligations of County and City. All financial obligations of the Parties under this Agreement are subject to and contingent upon appropriation, budgeting, and availability of specific funds to discharge any obligations. Nothing in this Agreement shall be deemed a debt or multiple fiscal year financial obligation of the Parties or a pledge of the Parties' individual credit, or a collection or payment guarantee by the Parties.

[Remainder of page intentionally left blank]

THIS AGREEMENT is made and entered into to be effective on the date as set forth above.

CITY OF LONGMONT

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

CA File: 21-001352

COUNTY OF BOULDER,  
a body corporate and politic

By: \_\_\_\_\_  
Matt Jones, Chair

State of Colorado  
County of Boulder

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by Matt Jones, Chair of the Board of County Commissioners of Boulder County, Colorado.

\_\_\_\_\_  
(Notary official signature)

NOTARY  
SEAL

\_\_\_\_\_  
(Commission expiration)

## **EXHIBIT A**

### Legal Description

Lot B, Recorded Exemption No. 1313-4-2-RE1085 recorded May 24, 1988 at Reception No. 2142263 in Book 1197, being located in the North ½ of Section 4, Township 2 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado;

LESS AND EXCEPT that portion conveyed by Special Warranty Deed recorded November 1, 2017 at Reception No. 4348745 of Weld County Records;

LESS AND EXCEPT four lots that will be excluded from the legal description of the Adam Dairy Farm Property. The City shall have a survey prepared of the Adam Farm Property LLC's property and shall provide a final legal description of the Adam Dairy Farm Property prior to its acquisition of the Adam Dairy Farm Property.

**EXHIBIT B**

## Map

