

RESOLUTION

RE: APPROVE INTERGOVERNMENTAL AGREEMENT AND QUIT CLAIM DEED FOR THE TRANSFER OF A PORTION OF WELD COUNTY ROAD 1, ASSUMPTION OF MAINTENANCE AND ANNEXATION THEREOF, TO AND BY THE TOWN OF BERTHOUD, AND AUTHORIZE CHAIR TO SIGN NECESSARY DOCUMENTS

WHEREAS, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, the Town of Berthoud ("Berthoud") desires to annex a portion of Weld County Road ("WCR") 1, being the west 30 feet of the West half of Section 19, Township 4 North, Range 68 West of the 6th P.M., and

WHEREAS, Berthoud has submitted to the Board of County Commissioners an Intergovernmental Agreement to transfer said portion of WCR 1 by quit claim deed to Berthoud, so that Berthoud will then be able to expedite such annexation, and

WHEREAS, said Intergovernmental Agreement requires Berthoud to maintain said portion of WCR 1 after the date of recording of the quit claim deed, such maintenance being in cooperation with Larimer County, and

WHEREAS, the Board of County Commissioners deems it advisable to approve said Intergovernmental Agreement and quit claim deed, and authorize the Chairman to sign both.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Weld County, Colorado, that the Intergovernmental Agreement for the Transfer of a Portion of Weld County Road 1, Assumption of Maintenance and Annexation Thereof, to and by the Town of Berthoud and associated quit claim deed be, and hereby are, approved.

BE IT FURTHER RESOLVED by the Board of County Commissioners that the Chairman be, and hereby is, authorized to sign both documents and that the Clerk to the Board is directed to record such quit claim deed after the Chairman's signing thereof.

2002-0723
EG0046

PC: PW, Berthoud

RE: APPROVE INTERGOVERNMENTAL AGREEMENT AND QUIT CLAIM DEED FOR THE
TRANSFER OF A PORTION OF WELD COUNTY ROAD 1, ASSUMPTION OF
MAINTENANCE AND ANNEXATION THEREOF - TOWN OF BERTHOUD
PAGE 2

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 25th day of March, A.D., 2002.

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

ATTEST:

Weld County Clerk to the Board

BY: Esther E. Vesik
Deputy Clerk to the Board

APPROVED AS TO FORM:

John B. Lamm
County Attorney

Glenn Vaad
Glenn Vaad, Chair

David E. Long
David E. Long/Pro-Tem

M. J. Geile
M. J. Geile

William H. Jerke
William H. Jerke

EXCUSED
Robert D. Masden

Date of signature: 4/3

INTERGOVERNMENTAL AGREEMENT FOR THE TRANSFER OF A PORTION OF
WELD COUNTY ROAD 1, ASSUMPTION OF MAINTENANCE AND ANNEXATION
THEREOF, TO AND BY THE TOWN OF BERTHOUD

THIS AGREEMENT is entered into this 25th day of March, 2002, by and between the Town of Berthoud, a municipal corporation of the State of Colorado, whose address is 328 Massachusetts Avenue, P.O. Box 1229, Berthoud, CO 80513, hereinafter referred to as "Town," and the County of Weld, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of Weld, whose address is 915 10th Street, P.O. Box 758, Greeley, Colorado 80632, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to transfer, by quit claim deed, to Town ownership and all of County's maintenance responsibilities for the approximately 30 feet of Weld County Road 1 within Weld County (east half), extending south from Colorado State Highway 56 to its intersection of Weld County Road ("WCR") 42, and

WHEREAS, Town agrees to accept said ownership and maintenance responsibilities upon execution of said quit claim deed by County, with the intent that Town will cooperate with Larimer County for maintaining the entire width of said stretch of WCR 1, and with the intent that Town will annex the entire width of said stretch in the future, and

WHEREAS, such Agreements are authorized by C.R.S. § 29-1-203 and Colorado Constitution Article XIV, § 18(2)(a).

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the parties hereto agree as follows:

1. COUNTY AGREES:

- a. To deed, by quit claim deed, to Town the approximately 30 feet of Weld County Road 1 within Weld County (east half), extending south from Colorado State Highway 56 to its intersection of Weld County Road ("WCR") 42. A description of said stretch of WCR 1 is attached hereto and incorporated herein as Exhibit "A." Said quit claim deed shall be approved by the Board of County Commissioners of Weld County and signed by the Chairman thereof in accordance with its regular procedure, then recorded in the Office of the Weld County Clerk and Recorder.
- b. To waive its right to receive an annexation impact report for the annexation of said stretch of WCR 1, or for the annexations to be known as "Town of Berthoud Utility First Annexation" and "Town of Berthoud



Utility Second Annexation."

2. **TOWN AGREES:**

- a. To approve a petition for annexation to the Town for the annexation of the approximately 30 feet of Weld County Road 1 within Weld County (east half), extending south from Colorado State Highway 56 to its intersection of Weld County Road ("WCR") 42, as per the description set forth in Exhibit "A." Town shall maintain said stretch of WCR 1 after the date of recording of the quit claim deed, and shall cooperate with Larimer County for annexing and maintaining the entire width of said stretch of WCR 1.
- b. To accept ownership of the approximately 30 feet of Weld County Road 1 within Weld County (east half), extending south from Colorado State Highway 56 to its intersection of Weld County Road ("WCR") 42, as per the description set forth in Exhibit "A," upon the signing and recording of the quit claim deed as contemplated in Subparagraph 1.a., above.

3. **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 hereto.

4. **NO THIRD PARTY BENEFICIARY ENFORCEMENT:**

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

5. **MODIFICATION AND BREACH:**

This Agreement contains the entire agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of

this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

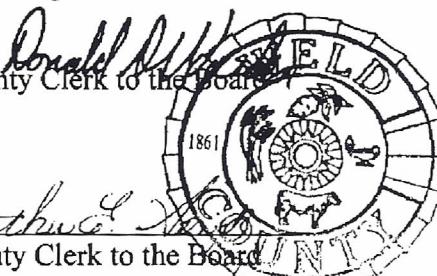
IN WITNESS WHEREOF, the parties hereto have signed this Agreement the 20th day of March 2002.

ATTEST:

TOWN OF BERTHOUD, a municipal Corporation of the State of Colorado

By: Mary K. Cowdin
Mary K. Cowdin, Town Clerk

By: Milan Karspeck
Milan Karspeck, Mayor

ATTEST: 
Weld County Clerk to the Board

COUNTY OF WELD, a political subdivision of the STATE OF COLORADO

By: Esther L. Vaad
Deputy Clerk to the Board

By: Glenn Vaad
Glenn Vaad, Chairman (03/25/2002)

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2936914 03/27/2002 11:35A JA Suki Tsukamoto
3 of 4 R 0.00 D 0.00 Weld County CO

Exhibit "A"

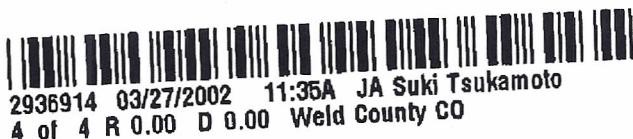
That portion of Section 19, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, being more particularly described as follows:

Considering the North line of said Section 19 as bearing North 88°59'18" East and with all bearing contained herein relative thereto:

BEGINNING at the Northwest Corner of said Section 19; thence along the North line of said Section 19 North 88°59'18" East 30.00 feet; thence South 00°36'48" West 5,256.66 feet, more or less, to the South line of said Section 19; thence along said South line of said Section 19 South 89°36'37" West 30.00 feet, more or less, to the Southwest Corner of said Section 19; thence North 00°36'48" East 5,256.66 feet, more or less, to the Northwest Corner of said Section 19 and the TRUE POINT OF BEGINNING.

The above described parcel contains 3.62 acres, more or less.

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QUIT CLAIM DEED

THIS DEED is made this 25th day of March, 2002, between Weld County, Colorado, a body politic and corporate of the State of Colorado of the first part, and the Town of Berthoud, a municipal corporation of the State of Colorado, whose address is 328 Massachusetts Avenue, P.O. Box 1229, Berthoud, CO 80513, of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and **QUIT CLAIMED**, and by these presents does remise, release, sell, convey and **QUIT CLAIM** unto the said party of the second part, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the parcels of land situate, lying and being in the County of Weld and State of Colorado, to wit:

All of the real property described in the attached Exhibit "A."

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

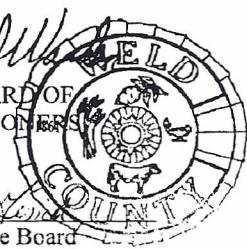
IN WITNESS WHEREOF, I, Glenn Vaad, Chairman of the Board of County Commissioners of said County of Weld, State of Colorado, on behalf of said County and by virtue of the Order contained in the Resolution made by said Board of County Commissioners on the 25th day of March, 2002, have hereunto set my hand and affixed the seal of said County this 25th day of March, 2002, for the uses and purposes therein set forth.

ATTEST:

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

BY:

Deputy Clerk to the Board



COUNTY OF WELD, STATE OF
COLORADO, A BODY POLITIC AND
CORPORATE OF THE STATE OF
COLORADO

BY:

Glenn Vaad, Chairman (03/25/2002)

STATE OF COLORADO)
County of Weld) ss.
)

The foregoing instrument was acknowledged before me this 25th day of March, 2002, by Glenn Vaad, as Chairman of the Board of County Commissioners of the County of Weld, State of Colorado.

Witness my hand and official seal this 25th day of March, A.D., 2002.



My commission expires:

Donna J. Bechler

My Commission Expires April 10, 2004

SEARCHED INDEXED SERIALIZED FILED

2936915 03/27/2002 11:35A JA Suki Tsukamoto
1 of 2 R 0.00 D 0.00 Weld County CO

5002-0733

Exhibit "A"

That portion of Section 19, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, being more particularly described as follows:

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