

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, ACCEPTING
THE ROARING FORK CONSERVANCY (RFC) RIVER CENTER DEVELOPMENT
AGREEMENT.**

**Town of Basalt, Colorado
Resolution No.36
Series of 2015**

RECITALS

1. The Town of Basalt through various actions of the Town Council has begun the redevelopment of the Pan and Fork Mobile Home Park and adjacent properties.
2. As part of this redevelopment effort the Town of Basalt believes the development of a River Center by the RFC is important to the overall health and vitality of the downtown core.
3. Additionally the Town of Basalt believes that the RFC is a key agency in maintaining and conserving the rivers in the Roaring Fork River watershed and thus the overall vitality of our Town.
4. The Town Council by adopting Resolution 46, Series 2014 formally directed staff to identify various financial strategies and financing, that when deployed could help the bring the River Center to fruition.

NOW, THEREFORE, BE IT RESOLVED by the Basalt Town Council of Basalt, Colorado, as follows:

1. That the Mayor and Town Manager execute all necessary documents and actions in keeping with the Roaring Fork Conservancy River Center Development Agreement.

READ AND ADOPTED by a vote of 6 to 0 on July 28th, 2015.

TOWN OF BASALT, COLORADO

By: [Signature]
Jacque R. Whitsitt, Mayor

ATTEST:

By: [Signature]
Pam Schilling, Clerk



**RIVER CENTER DEVELOPMENT AGREEMENT
Town of Basalt and Roaring Fork Conservancy**

THIS RIVER CENTER DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the ___th day of _____ 2015 (the "Effective Date"), between the Town of Basalt, Colorado, a Town of the State of Colorado (the "Town"), and **Roaring Fork Conservancy**, (the "Developer") (the Town and Developer are hereby collectively referred to as the "Parties").

RECITALS

The Parties desire to enter into this River Center Development Agreement in order to assist in the financing and construction of the Roaring Fork Conservancy's River Center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Town and the Developer agree as follows:

- 1) **DEVELOPER OF RECORD.** The Town acknowledges that there are risks and costs of preliminary planning activities and other requirements associated with the preparation for a project plan for the Town and the Developer. The Town acknowledges that the Roaring Fork Conservancy is the Developer of Record for the project titled "Roaring Fork Conservancy River Center."
- 2) **TERMS OF THIS AGREEMENT.** The Parties agree that the following items related to the final development plan will be given consideration including, parking on the east side of including the 5ft sidewalk, relocation of the building 10ft to the east, further study of the "buffer" to make it as permeable as possible while protecting RFC visitors from Two Rivers Road impacts. Further the parties agree to the following financial considerations:
 - a) The Town agrees to purchase the existing RFC Parcel as identified in Exhibit A at an amount equivalent to the selling price offered by the Town (\$400,000). Such purchase by the Town would be completed by January 31, 2016.
 - b) The Town agrees to provide a landscaping and infrastructure grant in an amount not to exceed \$100,000 that will be used in the following manner,
 - i) Design and construction of associated parking and sidewalk improvements.

Please return to:
TOWN OF BASALT
101 Midland Avenue
Basalt, CO 81621

- ii) Design and construction of landscape improvements and necessary trail connections that adjoin the Town's park.
 - iii) Design and construction of outdoor educational components.
 - iv) Design and construction of road and infrastructure improvements necessary to support the RFC River Center.
- c) Such grant will be available 60 days after significant construction commences. Determination of significant construction will be defined by the Town Manager in consultation with the Town's Building Officials.

3) **MISCELLANEOUS.**

- a) Financial liability. The Town shall not be liable for any expenses or private debt associated with or incurred by the development or marketing of, or future management of the facility(ies).
- b) Assignability. Neither party shall assign this Agreement without the written consent of the other party.
- c) Amendments. This Agreement may be supplemented or amended only by written instrument executed by the Parties affected by such supplement or amendment.
- d) Applicable Law. The interpretation, enforcement or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. The Parties agree that the sole and exclusive jurisdiction and venue for any disputes arising hereunder shall be in any trial court located in Pitkin County, Colorado.
- e) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the Parties.
- f) Non-liability of Town Officials and Employees. No member of the governing body, official, employee, or agent of the Town shall be personally liable to Developer, or any successor in the interest to Developer, pursuant to the provisions of this Agreement, nor for any default or breach of the Agreement by the Town.
- g) Not A Partnership. The provisions of the Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.
- h) Termination of Agreement. If construction of the RFC River Center hasn't commenced by January 1, 2018 this Agreement will terminate. The Town Manager in their sole discretion may grant a 180-day extension if they believe construction is deemed imminent.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

Town of Basalt, Colorado

By: _____
Jacque R. Whitsitt, Mayor

Developer

By: _____
Diane Schwener, President
Roaring Fork Conservancy

DRAFT

STATE OF Colorado)
) ss.
COUNTY OF Eagle)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Jacque R. Whitsitt, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Mayor of the Town of Basalt, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 2014.

My Commission Expires:

Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Eagle)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT _____, _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 2014.

My Commission Expires:

Notary Public

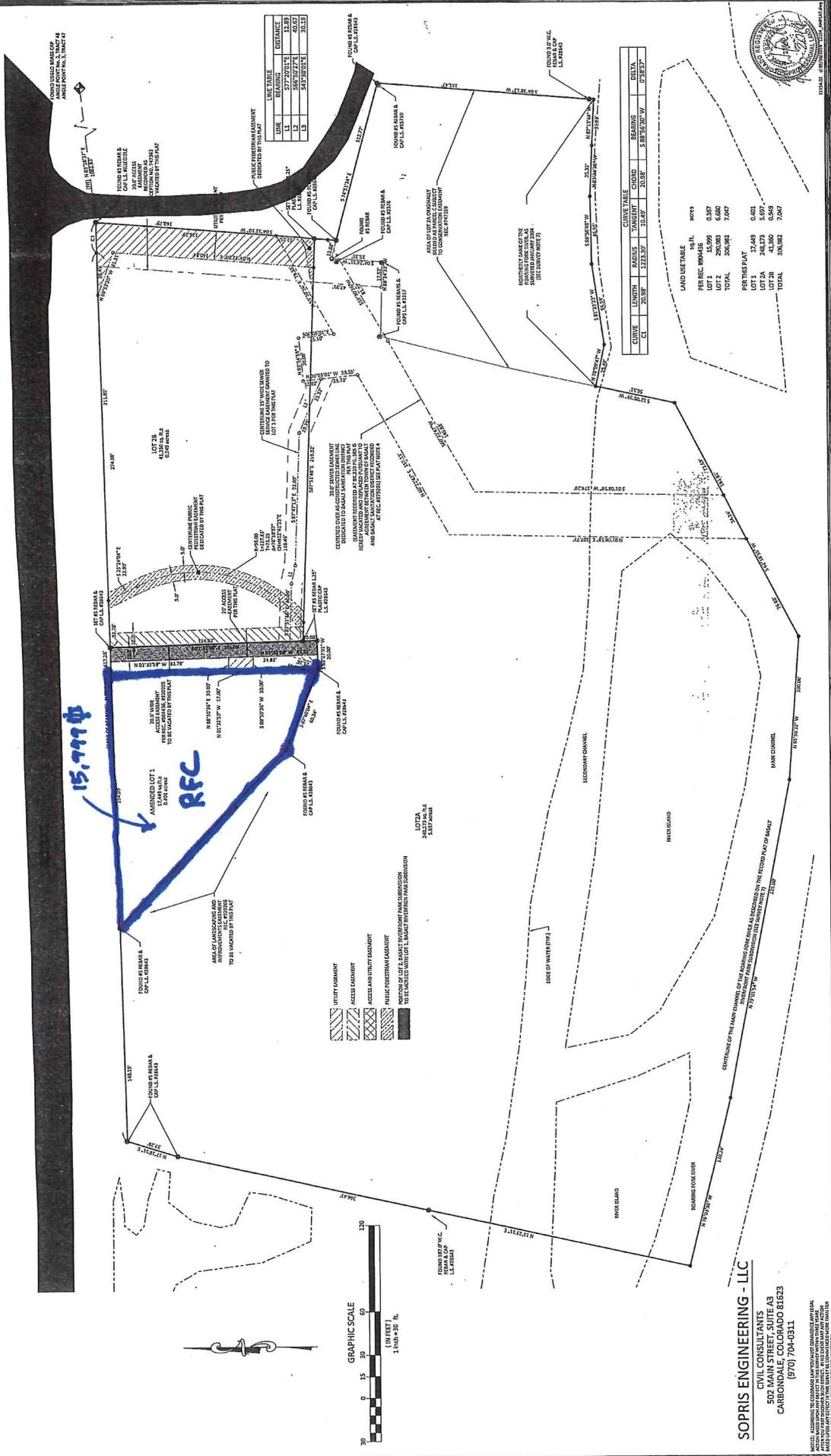
2014-1919

BASALT RIVERFRONT PARK SUBDIVISION

FIRST AMENDED FINAL PLAT OF:

A PARCEL OF LAND SITUATED IN SECTION 7,
TOWNSHIP 8 SOUTH, RANGE 86 WEST OF THE 6th P.M.
COUNTY OF EAGLE, STATE OF COLORADO

SHEET 2 OF 2



LINE	BEARING	DISTANCE
L1	S77°20'11\"	12.89
L2	S88°55'21\"	20.19
L3	S43°30'04\"	20.19

CURVE	LENGTH	ARC	CHORD	AREA	CHORD BEARING	CHORD ANGLE
1	12.89	12.89	12.89	0.00	S88°55'21\"	90.00
2	20.19	20.19	20.19	0.00	S43°30'04\"	90.00
3	20.19	20.19	20.19	0.00	S77°20'11\"	90.00
TOTAL	53.27	53.27	53.27	0.00		

LAND USE TABLE	ACRES
PER REC. MOW/GR	0.97
LOT 1	15.99
LOT 2B	1.54
TOTAL	20.98

PERMITS PLAT	ACRES
LOT 1A	17.48
LOT 2A	248.27
LOT 2B	41.86
TOTAL	267.61

SOPRIS ENGINEERING - LLC
 CIVIL CONSULTANTS
 502 MAIN STREET, SUITE A3
 CARBONDALE, COLORADO 81623
 (970) 704-0311

NOTICE: ACCORDING TO COLORADO LAW, I HAVE CONDUCTED A VISUAL INSPECTION OF THE LAND DESCRIBED IN THIS PLAT AND I HAVE FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE INFORMATION CONTAINED HEREIN.