

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND ADAMS AND WELD COUNTIES SCHOOL DISTRICT 27-J CONCERNING THE PURCHASE OF REAL PROPERTY TO BE KNOWN AS LOT 2 BLOCK 1, THORNTON FIRE STATION NO. 8 SUBDIVISION, ADAMS COUNTY, COLORADO**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”, or “IGA”) is entered into by and between the city of Thornton, a Colorado home rule municipality (“Thornton” or “Seller”), and Adams and Weld Counties School District 27-J, also known as Brighton School District 27J, a public school district and a separate government entity in the state of Colorado (“District” or “Purchaser”), to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”). Thornton and the District may be referred to herein collectively as the “Parties” or each individually as a “Party.”

**RECITALS**

A. Thornton and District previously entered into that certain Intergovernmental Agreement concerning the Intent to Purchase Property for a Future School Site approved by City of Thornton Resolution CD2023-097 dated April 26, 2023, pursuant to which Thornton and District agreed to identify real property to be sold to the District for construction of a middle school (“2023 IGA”).

B. As contemplated by the 2023 IGA, Thornton and District have identified certain real property owned by Thornton and located in Adams County, which consists of approximately 9.382 acres, which is to be known as Lot 2 Block 1, Thornton Fire Station No. 8 Subdivision, in accordance with the proposed plat attached hereto and incorporated herein as “Exhibit B”, which is currently annexed into the City of Thornton (the “Property”).

C. Pursuant to C.R.S. § 22-32-110(1)(b), the Board of Education (“Board”) of the District is authorized to purchase unimproved real property on such terms and conditions as it sees fit for use as school sites, buildings, or structures.

D. The District desires to purchase the Property intended for the location and construction of its new Middle School #6, also known as Talon Ridge Middle School.

E. Thornton is ready, willing, and able to convey the Property to the Purchaser in accordance with the terms and conditions set forth in this Agreement.

F. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to C.R.S. § 29-20-105, for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.

G. Thornton and District desire to enter into this Agreement to set forth the terms and conditions for the sale of the Property to the District.

## AGREEMENT

NOW, THEREFORE, in consideration of recitals, incorporated by reference herein, and the mutual promises contained in this Agreement, Thornton and District agree as follows:

### 1. General Agreement Provisions

- a. **Purchase Price:** District and Thornton agree that the Purchase Price of the Property is Nine Hundred Thirty-Eight Thousand Two Hundred Dollars and no cents (\$938,200) and that as of the date of this Agreement, the Property is valued based upon the proportional purchase price Thornton paid for non-oil/gas acres of two parcels of land that have now been subdivided in its current annexed and zoned condition.
  - b. **Environmental and Other Land Due Diligence Documents and Reports.** Within five (5) days of the mutual execution of this IGA, Thornton shall make available to District electronic copies of those agreements, communications, disclosures, documents, information, maps, reports, studies, surveys, and test results regarding the Property that Thornton has in its control, custody, or possession that are not confidential, privileged, or proprietary (“Property Information”) if not already previously provided. District may terminate this IGA on or before the expiration of the Inspection Period if, in District’s sole discretion, the Property Information is unsatisfactory. Thornton hereby authorizes and consents to the District’s use and reliance on the Property Information. The District will share with Thornton environmental and other due diligence documents and reports that it develops or prepares about the Property, if any.
2. **Closing.** Unless the District delivers a Termination Notice (as hereinafter defined), the Closing shall be held on a date mutually agreeable to the Parties within thirty (30) days of the expiration of the Inspection Period. At the Closing, Thornton shall convey the Property to the District by special warranty deed in substantially the form attached hereto as Exhibit A and incorporated by reference subject to permitted encumbrances. Thornton shall pay: (i) the premium for the title policy, (ii) one-half of the fee charged by the title company to conduct the Closing, and (iii) any other Closing costs customarily charged by the title company to sellers. Purchaser shall pay: (i) the recording fee for the special warranty deed, (ii) one-half of the fee charged by the title company for conducting the Closing, and (iv) any other Closing costs customarily charged by the title company to purchasers.
3. **Purchaser’s Due Diligence.** During the period commencing as of the Effective Date and continuing until the fifteenth (15<sup>th</sup>) day after the Effective Date (the “Inspection Period”), Purchaser shall conduct such inspections and investigations of the Property as necessary to determine its suitability for Purchaser’s intended development thereof, and any other matters Purchaser may deem necessary, appropriate, or otherwise relevant to Purchaser’s decision to purchase the Property. Thornton shall allow Purchaser and its employees, agents, representatives, and designees to have access to the Property during the Inspection Period to permit Purchaser to make a thorough investigation of the Property. Thornton shall cooperate with Purchaser’s investigations during the Inspection Period so long as no cost

is incurred by Thornton in connection with such cooperation. At any time prior to the expiration of the Inspection Period (the "Inspection Deadline"), Purchaser may terminate this IGA by delivering to Thornton a termination notice (the "Termination Notice") indicating its intention to not move forward with the purchase of the Property, in which case this IGA shall terminate, and the Parties shall be relieved of all obligations set forth in this IGA. In connection with its due diligence investigation, Purchaser agrees to restore the Property to its condition existing prior to such investigation and, to the extent permitted by law, to indemnify, defend, protect and hold harmless, Thornton and its employees, agents, and affiliates and their respective employees, agents and affiliates (collectively, the "Indemnitees"), against any and all mechanics' or other liens, losses, claims, liabilities, costs (including, without limitation, attorneys' fees and court costs), or demands that are incurred by or asserted against the Indemnitees in connection with or as a result of soil tests or other physical inspections of the Property, or any of Purchaser's other activities in connection with its due diligence investigation.

4. **Evidence of Title.** Within ten (10) days of the Effective Date, Thornton shall obtain an update to the current title commitment and provide a copy thereof to the District for review. The owner's title insurance policy for the Property will be for an amount equal to the Purchase Price, the costs for which shall be paid by Thornton.
  - a. From the Effective Date through the Closing, the District shall have the right to review and object to the title commitment and any updates thereto in writing delivered to Thornton based on any unsatisfactory form or content of the title commitment.
  - b. In the event Thornton receives a written objection from the District, or the commitment for title insurance shows that City does not have good and merchantable fee simple title to said Property, or is not the sole owner of said Property, or shows outstanding liens against or encumbrances upon the Property, contamination, or in the event said commitment or other investigation shows rights of parties in possession other than those identified in this IGA or listed as Thornton, Thornton may, at its cost, obtain a release and/or conveyance to the Purchaser of any rights or interests identified in the title commitment or by other investigation.
  - c. Thornton, in its sole discretion, may determine that it is not feasible to correct such conditions, in which case Thornton may declare the contract terminated and have no further obligations under this IGA.
  - d. If Thornton is unable or unwilling to convey good and merchantable title to the Purchaser, then notwithstanding any provision hereof to the contrary, the Purchaser may, at its option, proceed with this IGA, and waive any defects in title which Thornton, in its sole discretion, determines can be waived, or in the alternative may terminate this IGA.

- e. Purchaser, at Purchase cost, may obtain a survey of the Property on or before the Closing and may terminate this IGA if the survey is unsatisfactory to Purchase in Purchaser's sole discretion.

5. **Other Agreement Provisions.**

- a. **Notice.** Any formal notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered or served by e-mail. Notice shall also be sufficient if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below. Such notice shall be deemed to have been given when received by the other party.

City of Thornton  
City Manager  
9500 Civic Center Drive  
Thornton, CO 80229  
[citymanager@thorntonco.gov](mailto:citymanager@thorntonco.gov)

With a copy to:  
City Attorney  
9500 Civic Center Drive  
Thornton, CO 80229  
[attorney@thorntonco.gov](mailto:attorney@thorntonco.gov)

Brighton School District 27J  
Attention: Superintendent  
18851 160th Avenue  
Brighton, Colorado 80601  
[superintendentstaff@sd27j.net](mailto:superintendentstaff@sd27j.net)

- b. **Mutual Understanding.** The Parties hereby affirm and agree that the intent of the Parties is for Thornton to sell and District to purchase the Property. The Parties will work toward this end with the understanding that both Parties may incur costs or obligations prior to the Closing. At any point if there is an ambiguity or disagreement as to responsibility for costs under the terms hereof, the Party benefiting from the cost or obligation shall be responsible for that cost or obligation. If it is determined there is mutual benefit, then the Parties shall share equally in the cost.
- c. **Developer's Agreement.** The District understands and acknowledges that certain public improvements will be required, including but not limited to connection of utilities through the eastern adjacent City owned Property along with the construction of a pedestrian access and utility maintenance drive over such utilities. Such improvement, along with any easements for drainage outfall, as well as future platting requirements, will be addressed and more fully described in the Developer's Agreement as required by the City.

- d. **Termination or Default.** This Agreement may be terminated at any time by either Party upon thirty (30) days' prior written notice to the other Party. In the event of any termination, any costs or obligations incurred through the date of termination shall be paid and settled between the Parties per the terms of this Agreement.
- e. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought only in the County of Adams, State of Colorado.
- f. **Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional for any reason, such decision shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.
- g. **Recording.** District and/or Thornton may record this Agreement, and both Parties shall receive a copy of the recorded Agreement in such event.
- h. **Governmental Immunity.** The Parties hereto understand and agree that the Parties, their officers, and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.
- i. **No Third-Party Beneficiaries.** This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
- j. **Financial Obligations.** This Agreement shall not be deemed a pledge of the credit of Thornton or District, or a collection of payment of guarantee by Thornton to District. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal or district debt or municipal or district financial obligation. District's obligation to close hereunder is conditioned upon annual budgeting and appropriation in accordance with the laws of Colorado applicable to the District.
- k. **Amendments.** This Agreement may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as according to this Agreement.
- l. **Assignment.** This Agreement shall not be assigned without the prior written consent of the Parties.
- m. **Waiver.** A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

- n. **Surplus Property Designation.** Thornton’s Charter requires the Property to be declared surplus by City Council Resolution prior to the Property being available for sale. If the Property is not declared surplus by the Thornton City Council, this Agreement shall be deemed canceled.
- o. **Execution.** This Agreement shall not be binding upon any Party hereto unless and until the governing entities of each party have formally approved this Agreement as required by law and caused the Agreement to be signed in a manner and by authorized persons consistent with applicable statute, policy, ordinance, or resolution.
- p. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement which shall be in full force and effect the day and year first above written.

**CITY OF THORNTON**  
A Colorado home rule municipality

By: \_\_\_\_\_  
Brett E. Henry, Interim City Manager

ATTEST:

\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Tami Yellico, City Attorney

**BRIGHTON SCHOOL DISTRICT 27J**

By: \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

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**Exhibit A**

**Form of Special Warranty Deed**

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# Exhibit B

## Property Map

