

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 18
SERIES OF 2014**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT**

WHEREAS, the City and the SNRCDC wish to amend the Development Agreement to allow for further development of the Vandaveer Ranch for the benefit of the Salida community; and

WHEREAS, the City Council believes there Amendments are necessary to complete the projects identified in the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO THAT:

1. The City Council of the City of Salida incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Third Amendment to the Development Agreement attached hereto as Exhibit A is hereby approved.

RESOLVED, APPROVED, AND ADOPTED this 4th day of March, 2014.



CITY OF SALIDA

By: 
Mayor

ATTEST:


City Clerk/Deputy City Clerk

EXHIBIT A

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
SALIDA NATURAL RESOURCE CENTER**

This AMENDMENT TO DEVELOPMENT AGREEMENT is entered into this 4th day of March, 2014 between the SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION, a Colorado non-profit corporation (the "Corporation"), and the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (the "City").

RECITALS:

WHEREAS, the Corporation has been organized under the Colorado Nonprofit Corporations Act to acquire, construct, operate, and maintain public improvements, specifically the Salida Natural Resources Center Campus, for the benefit and on behalf of the City and its residents; and

WHEREAS, on July 7, 2010, the Corporation and the City entered into a Development Agreement for the Salida Natural Resources Center (the "Agreement"), which Agreement established financing terms related to the Corporation's acquisition of City-owned property known as Parcel A of the Vandaveer Ranch (the "Project Site") and construction improvements to support a natural resources center on such Project Site; and

WHEREAS, in addition to the financing terms, the Agreement also addressed entitlements for the Project Site, established a framework for completing the Projects as described in the Agreement and defined a scope of projects for the Corporation; and

WHEREAS, on July 5, 2011, the City and the Corporation amended the Development Agreement to allow the transfer of the Project Site to construct the U.S.F.S facility and create a four-lot subdivision; and

WHEREAS, on September 14, 2011, the City and the Corporation amended the Development Agreement to transfer the balance of the Vandaveer Ranch to the Corporation for the sole purpose of securing financing for the development of the U.S.F.S facility, infrastructure on Parcel A and other necessary improvements; and,

WHEREAS, construction of the U.S.F.S facility was completed in 2013 and the balance of the Vandaveer Ranch was utilized for the purpose of securing financing for the development; and,

WHEREAS, the City and the Corporation wish to pursue additional development of the natural resource center campus and related development opportunities such as, but not limited to, recreation, affordable housing, education facilities, and light industrial on the balance of the Vandaveer Ranch.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

EXHIBIT A

1. Scope of Projects.

The parties agree that the Projects are anticipated to include site planning, entitlements, site preparation including, but not limited to, sewer service extension from a main on the Vandaveer property, water service extension from a location on U.S. Highway 50 approximately 1/4 mile from the Project Site, other utility extensions necessary to serve the project, and construction of an improved access to U.S. Highway 50, to be planned by the development team on behalf of the Corporation in cooperation with the Colorado Department of Transportation. Additionally, the Projects will include vertical construction including office, retail, warehouse and parking for multiple state and federal agencies (collectively the "Salida Natural Resource Center Campus"). The Salida Natural Resource Campus is anticipated to include resource related governmental entity facilities, educational facilities, and private uses which enhance or contribute to the Salida Natural Resource Campus. The parties recognize that other opportunities for development of the Vandaveer Ranch may arise which are not directly related to the Salida Natural Resource Campus but which may be of benefit to the larger goals of the City. Such opportunities may include but are not limited to recreation, affordable housing, education facilities and light industrial. The Corporation may pursue such opportunities on behalf of the City provided, however, that the Corporation may not enter into any agreement which would commit, encumber or dispose of all or any portion of the Vandaveer Ranch property without specific written authority from the City Council.

2. No Further Modifications. Except as expressly modified herein, all terms and conditions of the Agreement, as amended, shall remain in full force and effect.

3. Severability. If any covenant, term, condition or provision contained in this Amendment to Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such covenant, term condition or provision shall be severed or modified to the extent necessary to make it enforceable and the resulting Amendment shall remain in full force and effect.

4. Authority. Each person signing this Amendment, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

5. Entire Agreement. This Amendment and the Agreement represent the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein.

WHEREFORE, the parties have executed this Amendment effective as if the date first written above.

CITY OF SALIDA, COLORADO

EXHIBIT A



Audrey J. [Signature]
City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO

By: *[Signature]*
Jim Dickson, Mayor

SALIDA NATURAL RESOURCE
CENTER DEVELOPMENT
CORPORATION

By: *[Signature]*
Keith Baker, President