

GRANT AGREEMENT

Project Name: Thumb Open Space
Project Completion Date: March 12, 2022
Great Outdoors Colorado
Contract No.: 20044

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725
Denver, CO 80203

Telephone: (303) 226-4521
Contact name: Courtney Bennett

Grantee: Town of Estes Park, Parks Division
Address: 170 MacGregor Avenue, Estes Park 80517

Contact name: Travis Machalek
Telephone: 970-577-3705

Partner: Estes Valley Land Trust
Address: 1191 Woodstock Drive #5

Contact name: Jeffrey Boring
Telephone: 970-577-6837

Date: April 22, 2020

EXHIBITS

Exhibit A Project Summary
Exhibit B Resolution
Exhibit C Approved Budget
Exhibit D GOCO Due Diligence Checklist for Local Government Land Acquisitions –
Closing

RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.
- B. In 1994, GOCO created a statewide grant program pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects. Grantee listed above (“Grantee”) submitted a detailed project application (“Project Application”) that contemplates the acquisition of that certain real property described in the Project Application (“Property”). GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on March 1, 2020, as described in GOCO’s project summary (“Project Summary”), attached and incorporated as Exhibit A, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application. The acquisition described in the Project Application and Project Summary is referred to as the “Project.”
- C. The parties intend this agreement to be the detailed grant agreement required by GOCO (“Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Representations and Warranties of Grantee. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.
3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$350,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.

4. Project Scope. Grantee shall not materially modify the Project without the prior written approval of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the Project undertaken without GOCO’s prior written consent may be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by the Board, Grantee will promptly so advise the Board and cooperate in good faith to seek a resolution before any funds are advanced.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement and GOCO’s approvals related to the Project.

6. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee’s anticipated direct costs associated with the Project, a copy of which is attached and incorporated as Exhibit C (“Budget”). Eligible costs are described in Paragraph 11 of this Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as GOCO approves the final version.

7. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff (“Staff”), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Property and Project Operation and Maintenance.

A. Following Grantee’s acquisition of the Property, Grantee shall continue to own and manage the Property for the purposes specified in the Project Application and Project Summary.

B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project or the Property.

C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

9. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project indefinitely. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

10. Future Funding. This Agreement and the Grant only apply to the purchase of the Property specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project or any other properties, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

11. Eligible Costs. The following costs are eligible for reimbursement:

A. *Purchase*. The purchase price of the Property described in the Project Application and Project Summary, which may not exceed the fair market value as established by an appraisal.

B. *Direct Costs*. Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan; a survey, if needed; and a geologist's mineral assessment, if needed.

12. Payment of Grant.

A. Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise agreed to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. "Material modifications" may include, but are not necessarily limited to, acquisition of a different property from that presented in the Project Application; a reduction in acreage, purchase price, fair market value, or the total cost of the Project unless GOCO approves adding or substituting elements to the overall Project; or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

B. GOCO will release Grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to GOCO's determination of how the proportionate acreage, Project cost, and value relates to the overall Project and Grant.

C. Payment of the Grant is also subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by GOCO infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, approved by GOCO and reflected in the Project Summary, without prior written approval of the Executive Director;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, or the due diligence materials is untrue, inaccurate, or incomplete in any material respect;

D. *Due Diligence.* The results of GOCO's review of the due diligence are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment;

G. *Costs.* The Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced; or

H. *Disposal of Property.* Grantee disposes of the Property, or title to or encumbrances against the Property are or become such that the Property is or becomes unavailable for public use, in which event Grantee shall make a proportionate refund to GOCO.

SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete acquisition of the Property no later than March 12, 2022 (“Completion Date”), which is two years after the date of GOCO’s approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO’s *Overdue Grants* procedure, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the *Overdue Grants* procedure.

15. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Agreement and the disbursement of funds by GOCO is undertaken at Grantee’s sole risk and may cause a forfeiture of the Grant. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee’s fulfillment of all terms and conditions of this Agreement to GOCO’s satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds*. Matching funds in the minimum amount required by GOCO policy or procedure and as set forth in the approved Budget, or as modified and approved in compliance with GOCO’s procedure for *Modifications to Acreage and/or Budget for Land Acquisitions Prior to Closing*, must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *Due Diligence*. The Staff shall conduct a due diligence review of the Project, the results of which must be satisfactory to GOCO in its sole discretion. Grantee shall assist and cooperate with the Staff in conducting the due diligence review and shall provide the Staff with the information or documentation specified in the *GOCO Due Diligence Checklist for Local Government Land Acquisitions – Closing* (“Due Diligence Checklist”), as well as other documentation and/or information the Staff shall reasonably request. The Due Diligence Checklist is attached and incorporated as Exhibit D and may be amended from time to time by GOCO in its sole discretion. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date it is originally provided to GOCO. In its sole discretion, GOCO may terminate this Agreement and the Grant if Grantee fails to provide any information or documentation promptly when requested by Staff or as outlined in the Due Diligence Checklist and further detailed in the instructions for GOCO’s grant application and the *Land Acquisition Procedures*, which are incorporated by reference and may be amended from time to time by GOCO in its sole discretion. In addition, Grantee must submit, where necessary, written evidence that all permits and approvals required for Project completion under applicable local, state, and federal laws and regulations have been obtained, as well as any and all material revisions to the Budget.

SECTION 4 – OTHER PROVISIONS

16. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the Property for publicity purposes, and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. Signage. Grantee shall erect one or more signs at a prominent location(s) on the Property acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to completion of the Project. The Board may withhold payment pending evidence of placement of permanent signage.

18. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall be responsible for and shall indemnify, defend, and hold harmless GOCO, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials,

agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

19. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation, and maintenance of the Property. Grantee shall retain the accounts, documents, and records related to acquisition of the Property for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records under this Agreement.

20. Change of Use. If Grantee, in its reasonable discretion, determines a need for a change in use of the Property acquired with the Grant, Grantee shall notify GOCO in writing of its determination and request a change of use review ("Change of Use Notice and Request"). GOCO will review the Change of Use Notice and Request in accordance with GOCO's procedure for *Change of Use for Land Acquisition Projects After Closing*, as may be amended from time to time by GOCO in its sole discretion. Within 60 days after submitting the Change of Use Notice and Request, Grantee shall submit to GOCO all documentation required under the procedure for *Change of Use for Land Acquisition Projects After Closing* and any additional documentation requested by GOCO as a result of its receipt and review of the Change of Use Notice and Request. GOCO in its sole discretion will determine whether to grant, deny, condition GOCO's approval, or delay a decision on the Change of Use Notice and Request.

21. Breach. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant*. GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement, receive reimbursement in full of any disbursements made under the Grant, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. GOCO Policies and Procedures. With regard to all named GOCO policies and procedures referenced in this Agreement, Grantee acknowledges it has received a copy of the policies and procedures or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

23. Miscellaneous Provisions.

A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture*. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO or the State of Colorado.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the Property by Grantee.

H. *Fax and Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

K. *Construction; Severability.* Each party has reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of .

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

By:

Chris Castilian
Executive Director

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

GRANTEE:
Town of Estes Park, Parks Division

By:



Title: MAYOR, TOWN OF ESTES PARK

ATTEST 

NOTE Signee should be the same individual authorized to sign the grant agreement per Grantee's resolution

EXHIBIT A
Project Summary

Rank: 11	Overall Score: 88.59	GOCO Staff Score: 85.5	Reviewer Average: 91.67
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Applicant: Town of Estes Park, Parks Division
Project Title: Thumb Open Space
County: Larimer
Log #: 20044

<u>Funding Summary:</u>	Applicant Funding	\$248,600
	Partner(s) Funding	\$100,587
	GOCO Grant Amount	\$350,000
	Total Project Cost	\$699,187

Project Description:

Since the 1940s, the Thumb and Needle, two iconic rock features in Estes Park, have been a favorite rock climbing and hiking destination. These features are located on private property and legal access was never secured. In 2019, the landowner agreed to sell 65 acres, including the Thumb and Needle, for a public park. A bargain sale, \$220,000 below FMV, has been negotiated and the applicant has a signed letter of intent to purchase the property by June 2020.

Staff and Peer Reviewer Comments:

Over the years, social trails, or informal biking and walking trails, have been developed on the property. Hikers and climbers are trespassing onto private property and illegal dumping and camping also occur on the property. The project will enhance existing facilities, including doubling the length of the trail system. The current trail has evolved over the years but was not professionally installed and is not maintained. Repairs are needed to prevent erosion and improve hiker safety. Public ownership, frequent patrolling, fencing, and signage will prevent these destructive activities from occurring.

The need for additional park space in Estes Park is clear. The town serves as a gateway to Rocky Mountain National Park (RMNP) which is the third most visited national park and hosted 4.6 million visitors in 2018. Parking at RMNP trailheads is typically at capacity by 6:30 AM. In 2018, 702,255 cars entered RMNP through the Beaver Meadows Entrance. That is up from 418,171 in 2013. In just five years, the number of visitors to local hiking and climbing areas increased by 67%. Securing existing hiking and climbing areas is needed to meet this growing demand.

Implementation would happen quickly after closing on the fee title acquisition. All improvements are planned for summer 2020 and a soft opening of the Thumb Open Space could be scheduled in late 2020. The Town has agreed to improve the existing trailhead and install parking boulders to designate parking spots and prevent parking in sensitive or dangerous areas. They will also work with the Planning Committee to develop a trail kiosk and monument sign. The Access Fund (Boulder) and Rocky Mountain Conservancy (Estes Park), two environmental non-profit organizations, have dedicated a total of 11 weeks of their Youth Corps to repair existing trail and build new trail and climbing staging areas. These crews are dedicated to the 2020 summer.

EXHIBIT B
Resolution

EXHIBIT C
Approved Budget

EXHIBIT D

**GOCO DUE DILIGENCE CHECKLIST FOR
LOCAL GOVERNMENT LAND ACQUISITIONS – CLOSING**

This document applies only to projects to acquire land for a developed parks and recreation purpose.

Please see GOCO's current *Land Acquisition Procedures* for a detailed description of these documents and why GOCO requires them. (Note that GOCO does not require conservation easements on land that will be used for a park and outdoor recreation purpose.)

These documents are required prior to the disbursement of GOCO's funds:

Submit no later than 60 Days After Grant Award

- 1) Signed Grant Agreement
- 2) Resolution of Authority to execute Grant Agreement

Submit at least 90 Days Before Closing

- 3) Appraisal Guidelines signed by grantee and appraiser
- 4) Signed Purchase or Option Agreement
- 5) Title Commitment and related documents

Submit at least 60 Days Before Closing

- 6) Survey (if necessary)
- 7) Environmental Site Assessment
- 8) Mineral Assessment (if any mineral interests are held by a third party)

Submit at least 14 Days Before Closing

- 9) Signage Form completed by Grantee
- 10) Final Qualified Appraisal (approved by GOCO's reviewer with no outstanding issues)
- 11) Final Budget
- 12) Draft Warranty Deed
- 13) Resolution authorizing Grantee to accept property interest (or other proof of authorization)
- 14) Draft Buyer's Settlement Statement
- 15) Wire Transfer Instructions

May be Submitted After Closing

- 16) Land Management Plan

NOTE: If you provide these documents in a timely fashion, GOCO will make every effort to meet your anticipated closing date. Please recognize that GOCO must approve all due diligence for your project at least two days prior to closing, because GOCO has to request the wire transfer from the state treasurer's office the day before closing. We are also reviewing due diligence for other grants, so delays in providing this information to GOCO may prevent GOCO from approving the due diligence in time to present GOCO funds at closing.