



# **APPENDIX H**

## **EXHIBIT A SUPPORTING DOCUMENTS**

**PROVIDED BY: CENTRAL COLORADO TITLE & ESCROW,  
INC. AND THE FEDERAL AVIATION ADMINISTRATION**



# **CENTRAL COLORADO TITLE & ESCROW, INC.**

## **EXHIBIT A SUPPORTING DOCUMENTS**

## CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE

Date: March 10, 2016  
To: Brandy Reitter, Town Administration  
Town of Buena Vista  
Re: Parcel 2 , Parcel 4, and Parcel 7 (Central Colorado Regional Airport Searches)

This is to certify that an examination has been done of the records in the Chaffee County Clerk and Recorder's Office on March 7, 2016 at 7:45AM pertaining to the property, which is described as follows:

**A tract of land situate in the Southwest Quarter of the Northwest Quarter (SW ¼ NW 1/4) and the North Half of the Northwest Quarter of the Southwest Quarter (N ½ NW ¼ SW ¼) of Section 21, Township 14 South, Range 78 West of the 6<sup>th</sup> P.M., Chaffee County, Colorado, described as follows: Commencing at the 1/16 corner in the center of the NW ¼ of said Section 21; thence North 89°54' West 697.98 feet; thence South 22°37' East 1831.60 feet; thence North 0°13' West 1692.70 feet to the point of beginning.**

**AND**

**Property more particularly described in Deed recorded August 23, 1983 in Book 459 at Page 224.**

**AND**

**Property more particularly described in Deed recorded October 26, 2004 as Reception No. 347095.**

The title of this property is vested in *Town of Buena Vista, a municipal corporation*, by virtue of a Warranty Deed recorded May 2, 1969 in Book 365 at Page 483.

### **ENCUMBRANCES:**

***Ordinance No. 2 (Series of 2000) recorded August 15, 2000 as Reception No. 312747.***

***Ordinance No. 2 (Series of 2000) recorded September 13, 2000 as Reception No. 313352.***

***Ordinance No. 2 (Series of 2000) recorded September 5, 2001 as Reception No. 320384.***

***Right of way Agreement recorded April 6, 2006 as Reception No. 357655.***

***The effect of Order of Inclusion of the Buena Vista Sanitation District recorded August 1, 2008 as Reception No. 375760.***

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**



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**Brett Eakins/Examiner**

2

Recorded at 1:30 o'clock P.M. MAY 2 1969 BJJ 365 PAGE 483  
Reception No. 131789 JASPEK J. CORIESE Recorder.

483

FILING STAMP

THIS DEED, Made this 14th day of April 1969, between RICHARD O. GEORGE and MARY E. GEORGE of the County of Chaffee and State of

Colorado, of the first part, and TOWN OF BUENA VISTA, a municipal corporation, County of Chaffee and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration - - - ~~BUYERS~~, 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 granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Chaffee and State of Colorado, to-wit:

A tract of land situate in the SW-1/4 NW-1/4 and N-1/2 NW-1/4 SW-1/4 of Section 21, Township 14 South, Range 78 West of the 6th P.M., Chaffee County, Colorado, described as follows: Commencing at the 1/16 Corner in the center of the NW-1/4 of said Section 21; thence North 89° 54' West 697.98 feet; thence South 22° 37' East 1831.60 feet; thence North 0° 13' West 1692.70 feet to the point of beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever., except the 1969 general taxes due and payable January 1, 1970,

\$1,000.00

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Richard O. George [SEAL]  
Mary E. George [SEAL]

State Documentary Fee  
Date MAY 2 1969  
\$160.00

STATE OF CALIFORNIA  
County of Sacramento

The foregoing instrument was acknowledged before me this 14th day of April 1969, by Richard O. George and Mary E. George.

My commission expires

19 . Witness my hand and official seal.

BEATRICE C. GOWER  
Notary Public  
Sacramento County  
State of California  
My Commission Expires December 12, 1972

Beatrice C. Gower  
Notary Public

RICHARD H. GRINDLE and MARY ANN GRINDLE  
whose address is  
County of Chaffee , and State of  
Colorado , for the consideration of TEN DOLLARS AND  
OTHER GOOD AND VALUABLE CONSIDERATION  
~~Money~~ in hand paid,

State Documentary Fee  
Date AUG 23 1983  
\$ Exempt

hereby sell(s) and quit claim(s) to TOWN OF BUENA VISTA  
COLORADO  
whose address is P. O. Box 2002, Buena Vista,

County of Chaffee , and State of Colorado , the following real  
property, in the County of Chaffee , and State of Colorado, to wit:

See the attached Exhibit "A" which is  
incorporated herein by reference.

also known as street and number  
with all its appurtenances.

Signed this 18th day of August, 1983  
[Signature]  
RICHARD H. GRINDLE

[Signature]  
MARY ANN GRINDLE

STATE OF COLORADO, }  
County of Chaffee } ss.

The foregoing instrument was acknowledged before me this 18th  
day of August, 19 83, by RICHARD H. GRINDLE and MARY ANN GRINDLE.

My commission expires 3/10/84  
Witness my hand and official seal



[Signature]  
Notary Public.  
Address 1310 East Spruce St  
Buena Vista, Co 81311

**EXHIBIT A**

A Parcel of Land located within the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 14 South, Range-78 West of the Sixth Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the South boundary of a tract of land described in Book 393 at Page 232 of the Chaffee County Records from whence the South 1/4 corner of said Section 21 bears first South 19° 17'55" East 3090.25 feet, and thence South 88°59'41" East 639.75 feet, also from said beginning point, a rebar monument with a 1 inch aluminum cap marking the Southwest corner of the above described tract bears South 89°27'55" West 977.11 feet;

Thence proceeding around the parcel herein described North 19°17'55" West 1184.91 feet to the Northerly boundary of the said Southwest 1/4 of the Northwest 1/4 as fenced;

Thence South 89°25'32" East along the above said fenced Northerly boundary 5.62 feet;

Thence South 22°37' East 1210.63 feet to the Southeast corner of the above described tract;

Thence South 89°27'55" West 79.59 feet to the point of beginning, containing 1.097 Acres.

Directions are based upon a bearing of North 88°35'35" East between the North 1/4 corner and the Northeast corner of Section 28; Township 14 South, Range 78 West, 6th P.M.

State Documentary Fee  
Date OCT 26 2004  
\$ - 0 -

QUITCLAIM DEED

**THIS DEED**, made this 13th day of October, 2004, by and between RONALD W. SOUTHARD hereinafter referred to as ("Grantor") of County of Chaffee and State of Colorado, and THE TOWN OF BUENA VISTA hereinafter referred to as ("Grantee"), and whose legal address is P. O. Box 2002, Buena Vista, of the County of Chaffee and State of Colorado, 81211

WITNESS, that the grantor, for and in consideration of the sum of ONE AND NO DOLLARS (\$1.00) in hand paid by Grantee, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and by these presents does remise, release and quit-claim unto the Grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described real property, together with improvements, if any, situate, lying and being in the County of Chaffee, State of Colorado, described as follows:

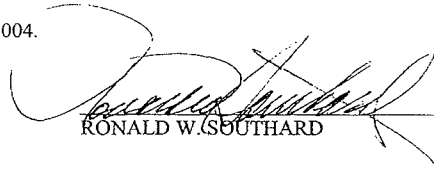
See Exhibit A, attached hereto

also known by street and number as: N/A  
assessor's schedule or parcel number: N/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 Grantor, either in law or equity, to the only proper use, benefit and belief of the Grantee, it heirs and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

DATED this 13th day of October, 2004.

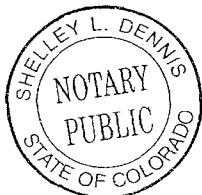
  
RONALD W. SOUTHARD

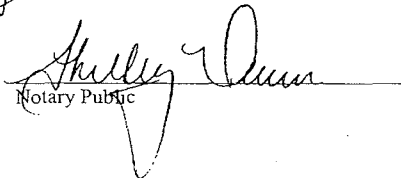
STATE OF COLORADO )  
                                  ) ss.  
County of Chaffee        )

The foregoing instrument was acknowledged before me this 13th day of October, 2004, by Ronald W. Southard .

Witness my hand and official seal.

My commission expires: 9/27/08



  
Notary Public



CHAFFEE COUNTY, SALIDA CO REC \$11.00  
JOYCE M. RENO, COUNTY CLERK AND RECORDER

10/26/2004 RECPT-347095  
11:20:00AM 2 OF 2

**CLERK'S NOTE:**

ORIGINAL IS POOR QUALITY

**LEGAL DESCRIPTION**

ALL THAT TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF BUENA VISTA, COUNTY OF CHAFFEE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21, FROM WHENCE THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 21 AND SECTION 20 BEARS NORTH 00° 01' 31" WEST, A DISTANCE OF 1,339.35 FEET;

THENCE NORTH 77° 33' 24" EAST, A DISTANCE OF 1,061.60 FEET TO THE INTERSECTION OF AN EXISTING FENCE LINE AND THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 519 AT PAGE 561 AND RECORDED IN THE OFFICE OF THE CHAFFEE COUNTY CLERK AND RECORDER, THIS BEING THE TRUE POINT OF BEGINNING.

THENCE NORTH 89° 36' 00" EAST ALONG SAID NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 519 AT PAGE 561, A DISTANCE OF 80.03 FEET TO THE NORTHEAST CORNER OF SAID PARCEL DESCRIBED IN BOOK 519 AT PAGE 561;

THENCE SOUTH 22° 37' 00" EAST ALONG THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 519 AT PAGE 561, A DISTANCE OF 606.47 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE SOUTH 00° 11' 37" WEST ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, A DISTANCE OF 276.84 FEET TO THE AGREED PROPERTY LINE, BEING AN EXISTING FENCE, AS RECORDED IN BOOK 352 AT PAGE 261 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK AND RECORDER;

THENCE NORTH 86° 06' 04" WEST ALONG SAID AGREED PROPERTY LINE, A DISTANCE OF 12.83 FEET TO A FENCE CORNER;

THENCE NORTH 19° 43' 41" WEST ALONG SAID FENCE LINE, A DISTANCE OF 887.32 FEET TO THE POINT OF BEGINNING.

PREPARED BY: BEAR SURVEYING SERVICES, INC  
CHARLES E. BEAR, PLS 31544

ORDINANCE NO. 2  
(Series of 2000)

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO AMENDING CHAPTER 16 "ZONING" OF THE BUENA VISTA MUNICIPAL CODE BY ADDING A NEW SECTION CLARIFYING THE GEOGRAPHICAL BOUNDARIES OF THE AIRPORT PROTECTION OVERLAY DISTRICT.**

**WHEREAS**, in 1991 the town adopted Sections 16-167 to 16-170 of the Zoning Code establishing the Airport Protection Overlay District (the "APO" District) and associated regulations in order to manage and regulate land development and uses in and around the Buena Vista Municipal Airport, now known as the Central Colorado Regional Airport, in order to protect and enhance public safety; and

**WHEREAS**, while the APO district is an overlay designation with geographical boundaries that may be adjusted from time to time, and which may be imposed over one or more underlying zone districts or areas, the town has from 1991 to the present utilized the geographical description for the district as provided in the Buena Vista Municipal Airport, Airport Master Plan (1992), to wit, such area extending 1,250 feet laterally from either side of the runway centerline and 5,000 feet beyond each end of the runway primary surface; and

**WHEREAS**, Colorado State House Bill 1041 defines the "critical zones" as (a) areas 2,000 feet wide extending 5,000 feet horizontally from a point 200 feet from each end of visual runways; and (b) areas 4,000 feet wide extending 10,000 feet horizontally from a point 200 feet from each end of instrument runways; and

**WHEREAS**, in order to minimize, if not eliminate, confusion or uncertainty with respect to the geographical boundaries of the current APO district, the Board of Trustees now desires to codify the current geographical description of the APO district and incorporate, for illustration purposes, a map delineating the district; to an area equal to "critical area" identified in House Bill 1041; and

**WHEREAS**, the Planning and Zoning Commission has reviewed the matter and forwarded its recommendations thereon to the Board of Trustees.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO as follows:

**Section One**

That Article VIII, "District Regulations," of Chapter 16, "Zoning," of the Buena Vista Municipal Code be amended by adding new Section 16-171, "APO district boundaries--map," such new section to read as follows:

**Sec. 16-171. APO district boundaries—map**

(a) The APO district shall include all land within an area extending laterally one thousand feet (1,000') from either side of the runway centerline at a point five thousand two hundred feet (5,200') north of the north end of the runway and extends south to the south end of the runway where it widens to two thousand feet (2000') laterally from either side of the runway centerline and extends ten thousand two hundred feet (10,200') south from the south end of Runway 15/33 at the Central Colorado Regional Airport.

(b) The Town Clerk shall maintain and make available to interested persons during regular business hours not less than one copy of the most current map(s) illustrating the APO district boundaries as described in subsections (a) and (b) above. Such map shall be used for general reference and illustration purposes only and shall not supersede or alter the geographical boundaries of the APO district as set forth in this section.

**Section Two**

This ordinance shall not have an effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

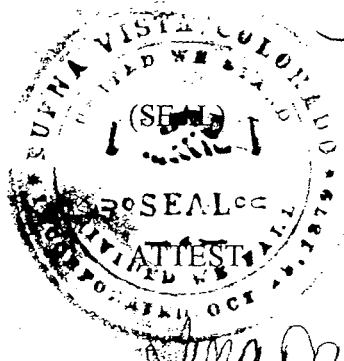
**Section Three**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 25  
day of July, 2000.

TOWN OF BUENA VISTA

By: Shayla A. Solis



Jana Darrak  
Town Clerk

08/15/2000 08:00 RECORD FEE: \$15.00

PAGE #: 0003 OF 0003

CHAFFEE COUNTY, CO, JOYCE M RENO - CLERK & RECORDER REC #: 312747

PUBLISHED in full following adoption by the Board of Trustees in The Chaffee County Times, a newspaper of general circulation within the Town of Buena Vista on the 3<sup>rd</sup> day of August, 2000.

By: Uma Darrato  
Town Clerk

ORDINANCE NO. 2  
(Series of 2000)

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO AMENDING CHAPTER 16 "ZONING" OF THE BUENA VISTA MUNICIPAL CODE BY ADDING A NEW SECTION CLARIFYING THE GEOGRAPHICAL BOUNDARIES OF THE AIRPORT PROTECTION OVERLAY DISTRICT.**

**WHEREAS**, in 1991 the town adopted Sections 16-167 to 16-170 of the Zoning Code establishing the Airport Protection Overlay District (the "APO" District) and associated regulations in order to manage and regulate land development and uses in and around the Buena Vista Municipal Airport, now known as the Central Colorado Regional Airport, in order to protect and enhance public safety; and

**WHEREAS**, while the APO district is an overlay designation with geographical boundaries that may be adjusted from time to time, and which may be imposed over one or more underlying zone districts or areas, the town has from 1991 to the present utilized the geographical description for the district as provided in the Buena Vista Municipal Airport, Airport Master Plan (1992), to wit, such area extending 1,250 feet laterally from either side of the runway centerline and 5,000 feet beyond each end of the runway primary surface; and

**WHEREAS**, Colorado State House Bill 1041 defines the "critical zones" as (a) areas 2,000 feet wide extending 5,000 feet horizontally from a point 200 feet from each end of visual runways; and (b) areas 4,000 feet wide extending 10,000 feet horizontally from a point 200 feet from each end of instrument runways; and

**WHEREAS**, in order to minimize, if not eliminate, confusion or uncertainty with respect to the geographical boundaries of the current APO district, the Board of Trustees now desires to codify the current geographical description of the APO district and incorporate, for illustration purposes, a map delineating the district; to an area equal to "critical area" identified in House Bill 1041; and

**WHEREAS**, the Planning and Zoning Commission has reviewed the matter and forwarded its recommendations thereon to the Board of Trustees.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO as follows:

**Section One**

That Article VIII, "District Regulations," of Chapter 16, "Zoning," of the Buena Vista Municipal Code be amended by adding new Section 16-171, "APO district boundaries--map," such new section to read as follows:

**Sec. 16-171. APO district boundaries—map**

(a) The APO district shall include all land within an area extending laterally one thousand feet (1,000') from either side of the runway centerline at a point five thousand two hundred feet (5,200') north of the north end of the runway and extends south to the south end of the runway where it widens to two thousand feet (2000') laterally from either side of the runway centerline and extends ten thousand two hundred feet (10,200') south from the south end of Runway 15/33 at the Central Colorado Regional Airport.

(b) The Town Clerk shall maintain and make available to interested persons during regular business hours not less than one copy of the most current map(s) illustrating the APO district boundaries as described in subsection (a) above. Such map shall be used for general reference and illustration purposes only and shall not supersede or alter the geographical boundaries of the APO district as set forth in this section.

**Section Two**

This ordinance shall not have an effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Three**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 25<sup>th</sup>  
day of July, 2000.

TOWN OF BUENA VISTA

By: Shayla A. Solie



Uma Barran  
Town Clerk

PUBLISHED in full following adoption by the Board of Trustees in The Chaffee County Times, a newspaper of general circulation within the Town of Buena Vista on the 3<sup>rd</sup> day of August, 2000.

By: Uma Barran  
Town Clerk

**ORDINANCE NO. 10**  
**(Series of 2001)**

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO REAMENDING ARTICLE VIII OF CHAPTER 2 OF THE MUNICIPAL CODE GOVERNING THE MEMBERSHIP AND TERMS OF OFFICE FOR THE AIRPORT ADVISORY COMMITTEE AS PREVIOUSLY AMENDED BY ORDINANCE NO. 8 (SERIES OF 2001).**

**WHEREAS**, on July 24, 2001, the Board of Trustees adopted Ordinance No. 8 (Series of 2001), which ordinance adopted certain amendments to those municipal code sections governing the creation and organization of the Airport Advisory Committee; and

**WHEREAS**, additional amendments to said sections of the municipal code are necessary to clarify the amendments previously made thereto by Ordinance No. 8 (Series of 2001).

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO** as follows:

**Section One**

That Article VIII, Airport Advisory Committee, of Chapter 2, Administration and Personnel, of the Buena Vista Municipal Code be amended at Sections 2-162, Appointment; qualifications; 2-163, Term of office; vacancies; and 2-166, Operations, such amended sections to read as follows:

**Sec. 2-162. Appointment and qualifications--alternates.**

The committee shall consist of five (5) voting members who shall be appointed by and serve at the pleasure of the board of trustees, plus a non-voting representative of the airport fixed base operator (FBO) and a non-voting representative or designee of the board of trustees. Committee members, inclusive of alternates, need not be residents or qualified electors of the town. The board of trustees shall also appoint two (2) alternate members who shall perform all of the duties of a regular voting member in the absence of a regular voting member from a meeting of the committee.

**Sec. 2-163. Term of office--vacancies.**

(a) Voting members of the committee, inclusive of alternates, shall serve staggered terms of four (4) years unless earlier removed from office; provided that two (2) of the members first appointed shall initially serve to and until the second Tuesday in April, 2002, and three (3) members and the two (2) alternates shall initially serve to and until the second Tuesday in April, 2004. Voting members may be reappointed to serve on the committee without limitation.

(c) Vacancies in voting member positions shall be filled by appointment made by the board of trustees to serve out an unexpired term.

(d) The non-voting members of the committee representing the fixed base operator and the board of trustees shall be appointed and serve at the pleasure of the fixed base operator and board of trustees, respectively, and may serve indefinite terms.

**Sec. 2-166. Operation--quorum.**

Voting members of the committee shall elect from its membership a chairperson and vice-chairperson who shall serve terms of two (2) years. The committee shall keep contemporaneous minutes of its meetings, votes and actions. Three (3) voting members shall constitute a quorum for the transaction of business.

**Section Two**

The membership of the Airport Advisory Committee existing upon the effective date of this ordinance shall be reduced to five (5) voting members. Presently sitting committee members desiring to remain on the new reduced-size committee shall draw lots to determine which members shall serve as voting members until April 2002, and which members shall serve as voting members until April 2004. Once the new committee membership is determined, the committee shall organize itself as otherwise required in Article VIII of Chapter 2, as amended. Vacancies in any voting membership position, including alternate positions, resulting from the reorganization of the committee shall be filled by appointment by the board of trustees.

**Section Three**

This ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Four**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 14 day of August, 2001.

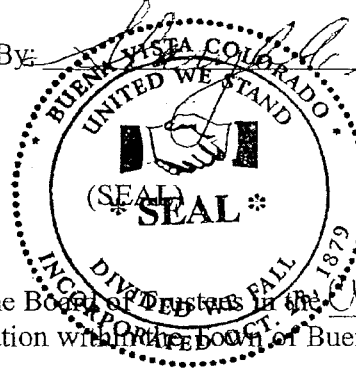


TOWN OF BUENA VISTA

By: [Signature]

ATTEST:

Mindy K Philips  
Town Clerk - Deputy



PUBLISHED in full following adoption by the Board of Trustees in the Chaffee County Times, a newspaper of general circulation with office in Buena Vista, on the 30 day of August, 2001.

By: Mindy Philips  
Town Clerk - Deputy



**RIGHT-OF-WAY AGREEMENT**

**THIS AGREEMENT**, made this 30<sup>th</sup> day of MARCH, 2006, by and between the Town of Buena Vista, Colorado, (hereinafter the "Town") and Ridgeway Matrix, Inc. & McCoy Communications, Inc. each Colorado corporations, of 27960 County Road 319, P.O. Box 1910, Buena Vista, CO 81211 (hereinafter referred to collectively as "Ridgeway/McCoy");

**WHEREAS**, Ridgeway/McCoy wishes to obtain a right-of-way agreement with the Town for purposes of installing its transmission infrastructure (fiber-optic or copper cable), under, in, or across property owned by the Town for purposes of providing internet services to various individuals and businesses; and

**WHEREAS**, the Town is willing to grant Ridgeway/McCoy such a Right-of-way Agreement; and

**WHEREAS**, the Town and Ridgeway/McCoy wish to memorialize their agreement as set forth herein.

**NOW, THEREFORE**, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Ridgeway/McCoy agree as follows:

1. Ridgeway/McCoy is hereby granted a non-exclusive easement in, under, and across any property owned by the Town for purposes of installing its transmission facilities for the sole and exclusive purpose of providing internet services to Ridgeway/McCoy's customers.
2. Said easement shall be restricted to the unused portions of any town right-of-way so that Ridgeway/McCoy's installation of transmission facilities will not unreasonably interfere with traffic or other uses of Town property. Upon reasonable advance notice by the Town, Ridgeway/McCoy shall move or relocate at its expense any above ground facility located in a Town right-of-way if necessary to accommodate any public improvement including, but not limited to widening or installation of curb and gutter.
3. Ridgeway/McCoy agrees that all installation plans, specifications, and procedures (Project Plan) for major trunk lines or projects within the Town shall be submitted to the Town's Public Works Director for review and comment before commencement of any installation work. The Town's comments and corrections identified by the Town to bring the Project Plan into satisfactory compliance with all Town Ordinances, Rules, Regulations, Codes or other legal authority, shall be implemented by Ridgeway/McCoy in execution of the Project Plan. Ridgeway/McCoy's Project Plan shall be modified as necessary to assure such satisfactory compliance. The Town shall review and provide written approval or proposed modification within 10 days of submission from Ridgeway/McCoy. Additionally, Ridgeway/McCoy shall be solely and absolutely responsible for obtaining and maintaining any and all required permits necessary for such work. Ridgeway/McCoy shall also be solely and absolutely responsible for paying any and all fees charged for such permits.



4. During Ridgeway/McCoy's installation work, the Town shall have the right to inspect the installation work. If the Town determines that execution of the work is not in full compliance with applicable Town Ordinances, Rules, Regulations, Codes or other legal authority, and because of this, the installation work needs to be stopped or modified, the Town shall notify Ridgeway/McCoy who shall immediately comply with the terms and conditions of the Town's notice. The decision of whether or not to issue an order to stop or modify the installation process shall be based upon a specific finding that the work is not proceeding in accordance with the standards referenced above and that Ridgeway/McCoy has refused to cure the Town's objection within five (5) days of receipt.

5. Ridgeway/McCoy agrees to restore or repair all Town property affected or damaged by the installation process to the same condition said property was in prior to the commencement of the installation work. Said restoration or repair shall be completed within thirty (30) days of the occurrence of the damage and shall be at Ridgeway/McCoy's sole expense. The Town shall have the right to inspect the restoration and repair work done by Ridgeway/McCoy and if not approved by the Town, Ridgeway/McCoy shall correct the restoration repairs to comply with the Town's requirements for such repairs.

6. Prior to commencing any installation work with cost in excess of \$50,000 Ridgeway/McCoy shall deposit with the Town a bond or irrevocable letter of credit in a form and amount satisfactory to the Town Attorney. Said bond or letter of credit shall be of sufficient amount to complete anticipated repairs or restoration to Town property made necessary by the installation process. The Town's Director of Public Works or his designee shall be solely responsible for determining the appropriate amount of the bond or letter of credit to be deposited. However, Ridgeway/McCoy shall not be required to provide a bond or letter of credit, if Ridgeway/McCoy's work is being performed prior to the Town's acceptance of the right-of-way or prior to the right-of-way improvements being completed such as paving and curb and gutter, as in the case of a new subdivision, for example.

7. At all times during installation, Ridgeway/McCoy agrees to carry general liability insurance which covers Ridgeway/McCoy's use of the easement agreement. Said insurance shall have limits of at least one million dollars (\$1,000,000) per occurrence and shall name the Town as an additional insured. Ridgeway/McCoy shall also maintain all statutorily required Workers Compensation Insurance and shall provide the Town with a copy of its Certificate of Coverage.

8. Ridgeway/McCoy agrees to indemnify and hold the Town harmless from any and all claims arising out of Ridgeway/McCoy's work or use of the easement granted herein except for claims, loss, and damages caused by the gross negligence or willful misconduct of the Town. Said agreement to indemnify and hold the Town harmless includes, but is not limited to reasonable attorney fees incurred by the Town in defense of such claims, investigative expenses regarding such claims and any amounts paid by or on behalf of the Town arising out of such claims.

9. Ridgeway/McCoy shall install lines and other facilities underground. While the parties agree that there is a preference for underground installation, above ground installation of lines and other facilities shall be permitted by the Town under this Agreement 1) when "piggy



backing” or use of preexisting overhead facilities is possible; or 2) when due to physical conditions installation of overhead facilities including poles is reasonably necessary. However, when any such pre-existing above ground structures, equipment, or facilities used by Ridgeway/McCoy is removed by the owner of such facilities, Ridgeway/McCoy shall promptly remove its own equipment and facilities from the Town’s right-of-way or otherwise shall install its equipment and facilities underground pursuant to this Agreement. The review of any proposed installation overhead or underground shall be made by the Town’s Director of Public Works. However, installation of facilities in new subdivisions shall be required to be installed underground.

10. As partial consideration for the easement being granted herein, Ridgeway/McCoy agrees to install internet services to up to four Town buildings or offices, as designated by the Town, when the property lines are located within fifty feet (50’) of Ridgeway/McCoy’s transmission facilities within Town rights of way, free of charge, and to provide basic level internet service (512/384 Kbps) on a monthly basis free of charge. All services and bandwidth in excess of 512/384 Kbps shall be billed on a monthly basis at prevailing public rates and shall be paid for by the Town on a monthly basis.

11. As additional consideration for the easement being granted herein, Ridgeway/McCoy agrees to pay the Town a sum equal to \$.75 (Seventy-five cents), per residential customer per month and \$1.00, (One Dollar), per commercial customer per month. For purposes of this Agreement, the distinction between residential customers and commercial customers shall be determined by Ridgeway/McCoy consistent with its customary billing practices. Said fees shall be limited to Ridgeway/McCoy’s customers located within the corporate limits of the Town. The total amount due the Town under this clause shall be payable annually within 10 days of the end of the preceding year. This fee shall not be charged for non-profit, charitable, or governmental organizations that Ridgeway/McCoy elects not to charge for regular service; accordingly, when not charged in such cases, Ridgeway/McCoy shall not pay this fee to the Town.

12. Ridgeway/McCoy agrees to keep accurate customer lists and records at its office in Buena Vista, CO. The Town shall have the right to inspect such records as it deems necessary in order to ensure that an accurate accounting of Right-of-Way fees is being kept by Ridgeway / McCoy.

13. Ridgeway/McCoy agrees to maintain at its cost all its structures, apparatus, and equipment.

14. Ridgeway/McCoy agrees that the Town shall be fully and absolutely immune from any liability for any damage occurring to any of Ridgeway/McCoy’s equipment, including, but not limited to fiber-optic components, conduits, fiber-optic cable, vaults, risers, poles and other equipment or fixtures unless such damage arises from the Town’s negligence or other acts or omissions of the Town.

15. Ridgeway/McCoy agrees to join the UNCC (Utility Notification Center of Colorado) as a Tier I participant for purposes of utility locates.



16. In addition to installation work, this agreement shall also be granted for purposes of allowing Ridgeway/McCoy access to any transmission facility installed pursuant to this Agreement for purposes of maintenance and repair. Any such maintenance or repair efforts undertaken by Ridgeway/McCoy shall be governed by all terms and conditions set forth in this Agreement and all applicable Town Ordinances, Rules, Regulations, Codes or other legal authority.

17. This Agreement shall be binding on the party's successors and assigns.

18. Attorneys Fees. In the event of any litigation between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled, in addition to other damages or costs, to an award of reasonable attorney fees from the other party.

19. In the event any court of competent jurisdiction declares any portion of this agreement to be void or unenforceable, the remaining terms and conditions of the Agreement shall remain in full force and effect.

20. The Town may terminate this agreement by notifying Ridgeway/McCoy, in writing, that Ridgeway/McCoy has breached any of its obligations under this agreement. Ridgeway/McCoy shall be deemed not to be in breach of this agreement if it cures the breach identified by the Town within fifteen (15) days of the Town's mailing of notice of the breach to the address set forth herein. Ridgeway/McCoy shall have the right to terminate this agreement upon thirty (30) days written notice to the Town. Such termination shall then be effective upon payment of all sums due under this agreement. In the event of a termination by any party, Ridgeway/McCoy agrees to remove all of its equipment, poles, material, wiring, cable or any other component it installed pursuant to this agreement located above ground within ninety (90) days of the date of termination. Failure to do so will render Ridgeway/McCoy liable to the Town for all expenses incurred by the Town in removing such items.

21. Any and all notices required pursuant to this Agreement shall be forwarded to the following:

- (a) The Town of Buena Vista  
P.O. Box 2002  
210 East Main Street  
Buena Vista, CO 81211
- (b) Ridgeway/McCoy Communications, Inc.  
27960 C.R. 319; P O Box 1075  
Buena Vista, CO 81211

22. This agreement contains the entire understanding and agreement between the parties with respect to the subject matter herein. There are no representations, agreements, or



9220027

understandings between or among the parties relating to the subject matter of this Right of Way Agreement which are not fully expressed herein.

IN WITNESS THEREOF, parties hereunto set their hand this 30<sup>th</sup> day of March, 2006.

MCCOY COMMUNICATION, INC.

By:

TOWN OF BUENA VISTA

By:

Sharyle A. Solis  
Sharyle A. Solis, Mayor

RIDGEWAY MATRIX, INC.

By:

ATTEST:

Diane Spomer  
Diane Spomer, Town Clerk



DISTRICT COURT, COUNTY OF CHAFFEE, STATE OF COLORADO

Case No. 4229

IN RE THE ORGANIZATION OF BUENA VISTA SANITATION DISTRICT, CHAFFEE COUNTY, COLORADO

ORDER FOR INCLUSION OF THE BUENA VISTA SANITATION DISTRICT

THIS MATTER coming before the Court under C.R.S. § 32-1-401(1)(c)(I) and an Order of the Board of Directors of the Buena Vista Sanitation District granting a Petition for Inclusion filed with it by the Town of Buena Vista; and the Court being advised in the premises and having determined that all the procedures and requirements of C.R.S. § 32-1-401 for inclusion have been satisfied and justify including the property covered by the Petition for Inclusion in the boundaries of the Buena Vista Sanitation District,

ORDERS that the following described land be and is hereby included within the boundaries of the Buena Vista Sanitation District:

LEGAL DESCRIPTION OF THE  
CENTRAL COLORADO REGIONAL AIRPORT

ALL THAT TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER, SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 21 AND IN THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21, BEING MARKED BY AN ILLEGIBLE 3/4" ALUMINUM CAP;  
THENCE SOUTH 00° 01' 31" EAST, A DISTANCE OF 1,338.91 FEET TO THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 21 AND SECTION 20;  
THENCE SOUTH 88° 47' 48" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 800.77 FEET;  
THENCE SOUTH 19° 13' 31" EAST, A DISTANCE OF 1,173.74 FEET;  
THENCE SOUTH 18° 43' 41" EAST, A DISTANCE OF 887.32 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;  
THENCE SOUTH 86° 06' 04" EAST, A DISTANCE OF 12.83 FEET;  
THENCE SOUTH 03° 11' 37" WEST ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,088.18 FEET TO THE WEST SIXTEENTH CORNER BETWEEN SAID SECTION 21 AND SECTION 28;  
THENCE SOUTH 88° 51' 48" EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 708.80 FEET;  
THENCE SOUTH 19° 10' 58" EAST, A DISTANCE OF 1,882.13 FEET;  
THENCE SOUTH 00° 33' 55" WEST, A DISTANCE OF 177.48 FEET;  
THENCE SOUTH 19° 11' 32" EAST, A DISTANCE OF 2,018.58 FEET;  
THENCE SOUTH 88° 52' 28" EAST, A DISTANCE OF 501.85 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 285;  
THENCE NORTH 01° 03' 47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 537.17 FEET;  
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00° 12' 00" WEST, A DISTANCE OF 307.20 FEET;  
THENCE NORTH 19° 10' 27" WEST, A DISTANCE OF 2,848.84 FEET;  
THENCE SOUTH 78° 00' 01" EAST, A DISTANCE OF 318.15 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 285;  
THENCE NORTH 15° 31' 18" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 420.70 FEET;  
THENCE SOUTH 88° 34' 40" WEST, A DISTANCE OF 115.71 FEET;  
THENCE NORTH 28° 17' 41" WEST, A DISTANCE OF 882.80 FEET;  
THENCE NORTH 20° 18' 59" WEST, A DISTANCE OF 873.82 FEET;  
THENCE NORTH 66° 20' 53" EAST, A DISTANCE OF 191.08 FEET;  
THENCE SOUTH 24° 53' 22" EAST, A DISTANCE OF 284.57 FEET;  
THENCE SOUTH 88° 13' 25" EAST, A DISTANCE OF 180.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 24;  
THENCE NORTH 15° 22' 13" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1,302.81 FEET TO A POINT OF CURVATURE;  
THENCE NORTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 1,070.87 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 8,847.80 FEET AND A DELTA ANGLE OF 11° 03' 35" TO A POINT OF TANGENCY;  
THENCE NORTH 28° 24' 58" WEST, A DISTANCE OF 928.13 FEET;  
THENCE NORTH 28° 22' 56" WEST, A DISTANCE OF 318.48 FEET TO A POINT OF CURVATURE;  
THENCE NORTHWESTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 1,184.99 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 11,804.93 FEET AND A DELTA ANGLE OF 05° 51' 02" TO A POINT OF TANGENCY;  
THENCE NORTH 20° 31' 57" WEST, A DISTANCE OF 884.80 FEET, THIS AND THE PRECEDING 5 COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 24;  
THENCE SOUTH 72° 18' 25" WEST, A DISTANCE OF 888.42 FEET TO A POINT OF CURVATURE;  
THENCE SOUTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 358.22 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 284.28 FEET AND A DELTA ANGLE OF 71° 47' 35" TO A POINT OF TANGENCY;  
THENCE SOUTH 00° 30' 51" WEST, A DISTANCE OF 208.82 FEET;  
THENCE NORTH 88° 30' 10" WEST, A DISTANCE OF 28.83 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 237.87 ACRES, MORE OR LESS.



375760  
2 of 2

8/1/2008 8:40 AM  
ORDIN R\$11.00 D\$0.00

JOYCE M. RENO  
Chaffee County Clerk

FURTHER ORDERS that this Order shall have the legal effect set forth in C.R.S. § 32-1-402.

DONE this 27 day of June, 2008.

BY THE COURT:

*Ann Barton*

District Court Judge



STATE OF COLORADO, } ss  
COUNTY OF \_\_\_\_\_ }

Certified to be a true and correct  
copy of the original in my custody.  
WITNESS my hand and the Seal of said

Court this 3 July, 2008  
*Karen Pinner*  
CLERK OF THE COMBINED COURT

~~DEPUTY~~



## CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE

Date: September 10, 2015  
To: Brandy Reitter, Town Administration  
Town of Buena Vista  
Re: Parcel 2 (Central Colorado Regional Airport Searches)

This is to certify that an examination has been done of the records in the Chaffee County Clerk and Recorder's Office on September 10, 2015 at 7:45AM pertaining to the property, which is described as follows:

**A tract of land situate in the Southwest Quarter of the Northwest Quarter (SW ¼ NW 1/4) and the North Half of the Northwest Quarter of the Southwest Quarter (N ½ NW ¼ SW ¼) of Section 21, Township 14 South, Range 78 West of the 6<sup>th</sup> P.M., Chaffee County, Colorado, described as follows: Commencing at the 1/16 corner in the center of the NW ¼ of said Section 21; thence North 89°54' West 697.98 feet; thence South 22°37' East 1831.60 feet; thence North 0°13' West 1692.70 feet to the point of beginning.**

AND

Property more particularly described in Deed recorded August 23, 1983 in Book 459 at Page 224.

AND

Property more particularly described in Deed recorded October 26, 2004 as Reception No. 347095.

The title of this property is vested in *Town of Buena Vista, a municipal corporation*, by virtue of a Warranty Deed recorded May 2, 1969 in Book 365 at Page 483.

### ENCUMBRANCES:

*Ordinance No. 2 (Series of 2000) recorded August 15, 2000 as Reception No. 312747.*

*Ordinance No. 2 (Series of 2000) recorded September 13, 2000 as Reception No. 313352.*

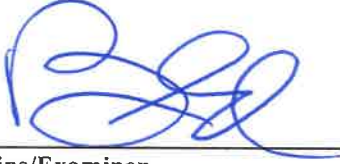
*Ordinance No. 2 (Series of 2000) recorded September 5, 2001 as Reception No. 320384.*

*Right of way Agreement recorded April 6, 2006 as Reception No. 357655.*

*The effect of Order of Inclusion of the Buena Vista Sanitation District recorded August 1, 2008 as Reception No. 375760.*

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

**Brett Eakins/Examiner**

**EXHIBIT A**

A Parcel of Land located within the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 14 South, Range 78 West of the Sixth Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the South boundary of a tract of land described in Book 393 at Page 232 of the Chaffee County Records from whence the South 1/4 corner of said Section 21 bears first South 19° 17'55" East 3090.25 feet, and thence South 88°59'41" East 639.75 feet, also from said beginning point, a rebar monument with a 1 inch aluminum cap marking the Southwest corner of the above described tract bears South 89°27'55" West 977.11 feet;

Thence proceeding around the parcel herein described North 19°17'55" West 1184.91 feet to the Northerly boundary of the said Southwest 1/4 of the Northwest 1/4 as fenced;

Thence South 89°25'32" East along the above said fenced Northerly boundary 5.62 feet;

Thence South 22°37' East 1210.63 feet to the Southeast corner of the above described tract;

Thence South 89°27'55" West 79.59 feet to the point of beginning, containing 1.097 Acres.

Directions are based upon a bearing of North 88°35'35" East between the North 1/4 corner and the Northeast corner of Section 28, Township 14 South, Range 78 West, 6th P.M.

2

Recorded at 1:30 o'clock P.M., MAY 2 1969  
Reception No. 131789 JASPER I. CORIESE Recorder.

BOOK 365 PAGE 483

483

FILING STAMP

THIS DEED, Made this 14th day of April, 1969, between RICHARD O. GEORGE and MARY E. GEORGE of the County of Chaffee and State of

Colorado, of the first part, and TOWN OF BUENA VISTA, a municipal corporation, of the County of Chaffee and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS 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 granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Chaffee and State of Colorado, to-wit:

A tract of land situate in the SW-1/4 NW-1/4 and N-1/2 NW-1/4 SW-1/4 of Section 21, Township 14 South, Range 78 West of the 6th P.M., Chaffee County, Colorado, described as follows: Commencing at the 1/16 Corner in the center of the NW-1/4 of said Section 21; thence North 89° 54' West 697.98 feet; thence South 22° 37' East 1831.60 feet; thence North 0° 13' West 1692.70 feet to the point of beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the executing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever., except the 1969 general taxes due and payable January 1, 1970,

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Richard O. George [SEAL]  
Mary E. George [SEAL]

State Documentary Fee  
Date MAY 2 1969  
\$1.60 pd

STATE OF CALIFORNIA  
County of Sacramento

The foregoing instrument was acknowledged before me this 14th day of April 1969, by Richard O. George and Mary E. George.

My commission expires 19 . Witness my hand and official seal.



Beatrice C. Gower  
Beatrice C. Gower Notary Public

Recorded at 8:00 o'clock A M. AUG 23 1983  
Reception No. 223221 MARY ELLEN BELMART BOOK 459 PAGE 224  
CHAFFEE COUNTY RECORDER Recorder

(14)  
Fee

RICHARD H. GRINDLE and MARY ANN GRINDLE  
whose address is

County of Chaffee, and State of  
Colorado, for the consideration of TEN DOLLARS AND  
OTHER GOOD AND VALUABLE CONSIDERATION

~~Balance~~, in hand paid,  
hereby sell(s) and quit claim(s) to TOWN OF BUENA VISTA,  
COLORADO  
whose address is P. O. Box 2002, Buena Vista,

State Documentary Fee  
Date AUG 23 1983  
\$ Exempt

County of Chaffee, and State of Colorado, the following real  
property, in the County of Chaffee, and State of Colorado, to wit:

See the attached Exhibit "A" which is  
incorporated herein by reference.

also known as street and number  
with all its appurtenances.

Signed this 18th day of August, 1983

Richard H. Grindle  
RICHARD H. GRINDLE

Mary Ann Grindle  
MARY ANN GRINDLE

STATE OF COLORADO,  
County of Chaffee } ss.

The foregoing instrument was acknowledged before me this 18th  
day of August, 19 83, by RICHARD H. GRINDLE and MARY ANN GRINDLE.

My commission expires 3/10/84  
Witness my hand and official seal



Julia E. Hupper  
Notary Public  
1310 East Main St  
Address Buena Vista, Co 81211

CHAFFEE COUNTY, SALIDA CO REC \$11.00  
JOYCE M. RENO, COUNTY CLERK AND RECORDER

10/26/2004 RECPT-347095  
11:20:00AM 1 OF 2

State Documentary Fee  
Date OCT 26 2004  
\$ - 0 -

QUITCLAIM DEED

**THIS DEED**, made this 13th day of October, 2004, by and between RONALD W. SOUTHARD hereinafter referred to as ("Grantor") of County of Chaffee and State of Colorado, and THE TOWN OF BUENA VISTA hereinafter referred to as ("Grantee"), and whose legal address is P. O. Box 2002, Buena Vista, of the County of Chaffee and State of Colorado, 81211

**WITNESS**, that the grantor, for and in consideration of the sum of ONE AND NO DOLLARS (\$1.00) in hand paid by Grantee, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and by these presents does remise, release and quit-claim unto the Grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described real property, together with improvements, if any, situate, lying and being in the County of Chaffee, State of Colorado, described as follows:

See Exhibit A, attached hereto

also known by street and number as: N/A  
assessor's schedule or parcel number: N/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 Grantor, either in law or equity, to the only proper use, benefit and belief of the Grantee, its heirs and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

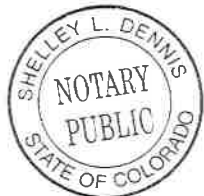
DATED this 13th day of October, 2004.

  
RONALD W. SOUTHARD

STATE OF COLORADO )  
                                  )     ss.  
County of Chaffee     )

The foregoing instrument was acknowledged before me this 13th day of October, 2004, by Ronald W. Southard .

Witness my hand and official seal.  
My commission expires: 9/27/08



  
Notary Public

CHAFFEE COUNTY, SALIDA CO REC \$11.00  
JOYCE M. RENO, COUNTY CLERK AND RECORDER

10/26/2004 RECPT-347095  
11:20:00AM 2 OF 2

**CLERK'S NOTE:**

**LEGAL DESCRIPTION**

ORIGINAL IS POOR QUALITY

ALL THAT TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF BUENA VISTA, COUNTY OF CHAFFEE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21, FROM WHENCE THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 21 AND SECTION 20 BEARS NORTH 00° 01' 31" WEST, A DISTANCE OF 1,339.35 FEET;

THENCE NORTH 77° 33' 24" EAST, A DISTANCE OF 1,061.60 FEET TO THE INTERSECTION OF AN EXISTING FENCE LINE AND THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 519 AT PAGE 561 AND RECORDED IN THE OFFICE OF THE CHAFFEE COUNTY CLERK AND RECORDER, THIS BEING THE TRUE POINT OF BEGINNING.

THENCE NORTH 89° 36' 00" EAST ALONG SAID NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 519 AT PAGE 561, A DISTANCE OF 80.03 FEET TO THE NORTHEAST CORNER OF SAID PARCEL DESCRIBED IN BOOK 519 AT PAGE 561;

THENCE SOUTH 22° 37' 00" EAST ALONG THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 519 AT PAGE 561, A DISTANCE OF 606.47 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21,

THENCE SOUTH 00° 11' 37" WEST ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, A DISTANCE OF 276.84 FEET TO THE AGREED PROPERTY LINE, BEING AN EXISTING FENCE, AS RECORDED IN BOOK 352 AT PAGE 261 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK AND RECORDER;

THENCE NORTH 86° 06' 04" WEST ALONG SAID AGREED PROPERTY LINE, A DISTANCE OF 12.83 FEET TO A FENCE CORNER;

THENCE NORTH 19° 43' 41" WEST ALONG SAID FENCE LINE, A DISTANCE OF 887.32 FEET TO THE POINT OF BEGINNING.

PREPARED BY: BEAR SURVEYING SERVICES, INC  
CHARLES E. BEAR, PLS 31544

800

**ORDINANCE NO. 2**  
**(Series of 2000)**

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO AMENDING CHAPTER 16 "ZONING" OF THE BUENA VISTA MUNICIPAL CODE BY ADDING A NEW SECTION CLARIFYING THE GEOGRAPHICAL BOUNDARIES OF THE AIRPORT PROTECTION OVERLAY DISTRICT.**

**WHEREAS**, in 1991 the town adopted Sections 16-167 to 16-170 of the Zoning Code establishing the Airport Protection Overlay District (the "APO" District) and associated regulations in order to manage and regulate land development and uses in and around the Buena Vista Municipal Airport, now known as the Central Colorado Regional Airport, in order to protect and enhance public safety; and

**WHEREAS**, while the APO district is an overlay designation with geographical boundaries that may be adjusted from time to time, and which may be imposed over one or more underlying zone districts or areas, the town has from 1991 to the present utilized the geographical description for the district as provided in the Buena Vista Municipal Airport, Airport Master Plan (1992), to wit, such area extending 1,250 feet laterally from either side of the runway centerline and 5,000 feet beyond each end of the runway primary surface; and

**WHEREAS**, Colorado State House Bill 1041 defines the "critical zones" as (a) areas 2,000 feet wide extending 5,000 feet horizontally from a point 200 feet from each end of visual runways; and (b) areas 4,000 feet wide extending 10,000 feet horizontally from a point 200 feet from each end of instrument runways; and

**WHEREAS**, in order to minimize, if not eliminate, confusion or uncertainty with respect to the geographical boundaries of the current APO district, the Board of Trustees now desires to codify the current geographical description of the APO district and incorporate, for illustration purposes, a map delineating the district; to an area equal to "critical area" identified in House Bill 1041; and

**WHEREAS**, the Planning and Zoning Commission has reviewed the matter and forwarded its recommendations thereon to the Board of Trustees.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO as follows:**

**Section One**

That Article VIII, "District Regulations," of Chapter 16, "Zoning," of the Buena Vista Municipal Code be amended by adding new Section 16-171, "APO district boundaries--map," such new section to read as follows:



**Sec. 16-171. APO district boundaries—map**

(a) The APO district shall include all land within an area extending laterally one thousand feet (1,000') from either side of the runway centerline at a point five thousand two hundred feet (5,200') north of the north end of the runway and extends south to the south end of the runway where it widens to two thousand feet (2000') laterally from either side of the runway centerline and extends ten thousand two hundred feet (10,200') south from the south end of Runway 15/33 at the Central Colorado Regional Airport.

(b) The Town Clerk shall maintain and make available to interested persons during regular business hours not less than one copy of the most current map(s) illustrating the APO district boundaries as described in subsections (a) and (b) above. Such map shall be used for general reference and illustration purposes only and shall not supersede or alter the geographical boundaries of the APO district as set forth in this section.

**Section Two**

This ordinance shall not have an effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Three**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 25  
day of July, 2000.

TOWN OF BUENA VISTA

By: Stacy A. Solis



Uma Darrak  
Town Clerk

08/15/2000 08:00 RECORD FEE: \$15.00

PAGE #: 0003 OF 0003

CHAFFEE COUNTY, CO, JOYCE M RENO - CLERK & RECORDER REC #: 312747

PUBLISHED in full following adoption by the Board of Trustees in The Chaffee County Times, a newspaper of general circulation within the Town of Buena Vista on the 3<sup>rd</sup> day of August, 2000.

By: Jina Darrat  
Town Clerk

ORDINANCE NO. 2  
(Series of 2000)

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO AMENDING CHAPTER 16 "ZONING" OF THE BUENA VISTA MUNICIPAL CODE BY ADDING A NEW SECTION CLARIFYING THE GEOGRAPHICAL BOUNDARIES OF THE AIRPORT PROTECTION OVERLAY DISTRICT.**

**WHEREAS**, in 1991 the town adopted Sections 16-167 to 16-170 of the Zoning Code establishing the Airport Protection Overlay District (the "APO" District) and associated regulations in order to manage and regulate land development and uses in and around the Buena Vista Municipal Airport, now known as the Central Colorado Regional Airport, in order to protect and enhance public safety; and

**WHEREAS**, while the APO district is an overlay designation with geographical boundaries that may be adjusted from time to time, and which may be imposed over one or more underlying zone districts or areas, the town has from 1991 to the present utilized the geographical description for the district as provided in the Buena Vista Municipal Airport, Airport Master Plan (1992), to wit, such area extending 1,250 feet laterally from either side of the runway centerline and 5,000 feet beyond each end of the runway primary surface; and

**WHEREAS**, Colorado State House Bill 1041 defines the "critical zones" as (a) areas 2,000 feet wide extending 5,000 feet horizontally from a point 200 feet from each end of visual runways; and (b) areas 4,000 feet wide extending 10,000 feet horizontally from a point 200 feet from each end of instrument runways; and

**WHEREAS**, in order to minimize, if not eliminate, confusion or uncertainty with respect to the geographical boundaries of the current APO district, the Board of Trustees now desires to codify the current geographical description of the APO district and incorporate, for illustration purposes, a map delineating the district; to an area equal to "critical area" identified in House Bill 1041; and

**WHEREAS**, the Planning and Zoning Commission has reviewed the matter and forwarded its recommendations thereon to the Board of Trustees.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO as follows:

**Section One**

That Article VIII, "District Regulations," of Chapter 16, "Zoning," of the Buena Vista Municipal Code be amended by adding new Section 16-171, "APO district boundaries--map," such new section to read as follows:

**Sec. 16-171. APO district boundaries—map**

(a) The APO district shall include all land within an area extending laterally one thousand feet (1,000') from either side of the runway centerline at a point five thousand two hundred feet (5,200') north of the north end of the runway and extends south to the south end of the runway where it widens to two thousand feet (2000') laterally from either side of the runway centerline and extends ten thousand two hundred feet (10,200') south from the south end of Runway 15/33 at the Central Colorado Regional Airport.

(b) The Town Clerk shall maintain and make available to interested persons during regular business hours not less than one copy of the most current map(s) illustrating the APO district boundaries as described in subsection (a) above. Such map shall be used for general reference and illustration purposes only and shall not supersede or alter the geographical boundaries of the APO district as set forth in this section.

**Section Two**

This ordinance shall not have an effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Three**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 25<sup>th</sup>  
day of July, 2000.



Uma Barrak  
Town Clerk

TOWN OF BUENA VISTA

By: Shayla A. Solie

PUBLISHED in full following adoption by the Board of Trustees in The Chaffee County Times, a newspaper of general circulation within the Town of Buena Vista on the 3<sup>rd</sup> day of August, 2000.

By: Uma Barrak  
Town Clerk

ORDINANCE NO. 10  
(Series of 2001)

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO REAMENDING ARTICLE VIII OF CHAPTER 2 OF THE MUNICIPAL CODE GOVERNING THE MEMBERSHIP AND TERMS OF OFFICE FOR THE AIRPORT ADVISORY COMMITTEE AS PREVIOUSLY AMENDED BY ORDINANCE NO. 8 (SERIES OF 2001).**

**WHEREAS**, on July 24, 2001, the Board of Trustees adopted Ordinance No. 8 (Series of 2001), which ordinance adopted certain amendments to those municipal code sections governing the creation and organization of the Airport Advisory Committee; and

**WHEREAS**, additional amendments to said sections of the municipal code are necessary to clarify the amendments previously made thereto by Ordinance No. 8 (Series of 2001).

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO** as follows:

**Section One**

That Article VIII, Airport Advisory Committee, of Chapter 2, Administration and Personnel, of the Buena Vista Municipal Code be amended at Sections 2-162, Appointment; qualifications; 2-163, Term of office; vacancies; and 2-166, Operations, such amended sections to read as follows:

**Sec. 2-162. Appointment and qualifications—alternates.**

The committee shall consist of five (5) voting members who shall be appointed by and serve at the pleasure of the board of trustees, plus a non-voting representative of the airport fixed base operator (FBO) and a non-voting representative or designee of the board of trustees. Committee members, inclusive of alternates, need not be residents or qualified electors of the town. The board of trustees shall also appoint two (2) alternate members who shall perform all of the duties of a regular voting member in the absence of a regular voting member from a meeting of the committee.

**Sec. 2-163. Term of office—vacancies.**

(a) Voting members of the committee, inclusive of alternates, shall serve staggered terms of four (4) years unless earlier removed from office; provided that two (2) of the members first appointed shall initially serve to and until the second Tuesday in April, 2002, and three (3) members and the two (2) alternates shall initially serve to and until the second Tuesday in April, 2004. Voting members may be reappointed to serve on the committee without limitation.

(c) Vacancies in voting member positions shall be filled by appointment made by the board of trustees to serve out an unexpired term.

(d) The non-voting members of the committee representing the fixed base operator and the board of trustees shall be appointed and serve at the pleasure of the fixed base operator and board of trustees, respectively, and may serve indefinite terms.

**Sec. 2-166. Operation--quorum.**

Voting members of the committee shall elect from its membership a chairperson and vice-chairperson who shall serve terms of two (2) years. The committee shall keep contemporaneous minutes of its meetings, votes and actions. Three (3) voting members shall constitute a quorum for the transaction of business.

**Section Two**

The membership of the Airport Advisory Committee existing upon the effective date of this ordinance shall be reduced to five (5) voting members. Presently sitting committee members desiring to remain on the new reduced-size committee shall draw lots to determine which members shall serve as voting members until April 2002, and which members shall serve as voting members until April 2004. Once the new committee membership is determined, the committee shall organize itself as otherwise required in Article VIII of Chapter 2, as amended. Vacancies in any voting membership position, including alternate positions, resulting from the reorganization of the committee shall be filled by appointment by the board of trustees.

**Section Three**

This ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Four**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

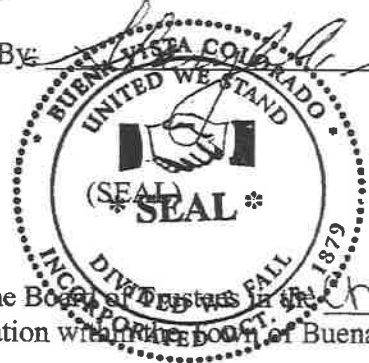
INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 14 day of August, 2001.

TOWN OF BUENA VISTA

ATTEST:

Mindy K Philips  
Town Clerk - Deputy

By: [Signature]



PUBLISHED in full following adoption by the Board of Trustees of the Chaffee County Times, a newspaper of general circulation within the town of Buena Vista, on the 30 day of August, 2001.

By: Mindy Philips  
Town Clerk - Deputy



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JOYCE M. RENO  
Chaffee County Clerk

**RIGHT-OF-WAY AGREEMENT**

**THIS AGREEMENT**, made this 30<sup>th</sup> day of MARCH, 2006, by and between the Town of Buena Vista, Colorado, (hereinafter the "Town") and Ridgeway Matrix, Inc. & McCoy Communications, Inc. each Colorado corporations, of 27960 County Road 319, P.O. Box 1910, Buena Vista, CO 81211 (hereinafter referred to collectively as "Ridgeway/McCoy");

**WHEREAS**, Ridgeway/McCoy wishes to obtain a right-of-way agreement with the Town for purposes of installing its transmission infrastructure (fiber-optic or copper cable), under, in, or across property owned by the Town for purposes of providing internet services to various individuals and businesses; and

**WHEREAS**, the Town is willing to grant Ridgeway/McCoy such a Right-of-way Agreement; and

**WHEREAS**, the Town and Ridgeway/McCoy wish to memorialize their agreement as set forth herein.

**NOW, THEREFORE**, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Ridgeway/McCoy agree as follows:

1. Ridgeway/McCoy is hereby granted a non-exclusive easement in, under, and across any property owned by the Town for purposes of installing its transmission facilities for the sole and exclusive purpose of providing internet services to Ridgeway/McCoy's customers.
2. Said easement shall be restricted to the unused portions of any town right-of-way so that Ridgeway/McCoy's installation of transmission facilities will not unreasonably interfere with traffic or other uses of Town property. Upon reasonable advance notice by the Town, Ridgeway/McCoy shall move or relocate at its expense any above ground facility located in a Town right-of-way if necessary to accommodate any public improvement including, but not limited to widening or installation of curb and gutter.
3. Ridgeway/McCoy agrees that all installation plans, specifications, and procedures (Project Plan) for major trunk lines or projects within the Town shall be submitted to the Town's Public Works Director for review and comment before commencement of any installation work. The Town's comments and corrections identified by the Town to bring the Project Plan into satisfactory compliance with all Town Ordinances, Rules, Regulations, Codes or other legal authority, shall be implemented by Ridgeway/McCoy in execution of the Project Plan. Ridgeway/McCoy's Project Plan shall be modified as necessary to assure such satisfactory compliance. The Town shall review and provide written approval or proposed modification within 10 days of submission from Ridgeway/McCoy. Additionally, Ridgeway/McCoy shall be solely and absolutely responsible for obtaining and maintaining any and all required permits necessary for such work. Ridgeway/McCoy shall also be solely and absolutely responsible for paying any and all fees charged for such permits.





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JOYCE M. RENO  
Chaffee County Clerk

4. During Ridgeway/McCoy's installation work, the Town shall have the right to inspect the installation work. If the Town determines that execution of the work is not in full compliance with applicable Town Ordinances, Rules, Regulations, Codes or other legal authority, and because of this, the installation work needs to be stopped or modified, the Town shall notify Ridgeway/McCoy who shall immediately comply with the terms and conditions of the Town's notice. The decision of whether or not to issue an order to stop or modify the installation process shall be based upon a specific finding that the work is not proceeding in accordance with the standards referenced above and that Ridgeway/McCoy has refused to cure the Town's objection within five (5) days of receipt.

5. Ridgeway/McCoy agrees to restore or repair all Town property affected or damaged by the installation process to the same condition said property was in prior to the commencement of the installation work. Said restoration or repair shall be completed within thirty (30) days of the occurrence of the damage and shall be at Ridgeway/McCoy's sole expense. The Town shall have the right to inspect the restoration and repair work done by Ridgeway/McCoy and if not approved by the Town, Ridgeway/McCoy shall correct the restoration repairs to comply with the Town's requirements for such repairs.

6. Prior to commencing any installation work with cost in excess of \$50,000 Ridgeway/McCoy shall deposit with the Town a bond or irrevocable letter of credit in a form and amount satisfactory to the Town Attorney. Said bond or letter of credit shall be of sufficient amount to complete anticipated repairs or restoration to Town property made necessary by the installation process. The Town's Director of Public Works or his designee shall be solely responsible for determining the appropriate amount of the bond or letter of credit to be deposited. However, Ridgeway/McCoy shall not be required to provide a bond or letter of credit, if Ridgeway/McCoy's work is being performed prior to the Town's acceptance of the right-of-way or prior to the right-of-way improvements being completed such as paving and curb and gutter, as in the case of a new subdivision, for example.

7. At all times during installation, Ridgeway/McCoy agrees to carry general liability insurance which covers Ridgeway/McCoy's use of the easement agreement. Said insurance shall have limits of at least one million dollars (\$1,000,000) per occurrence and shall name the Town as an additional insured. Ridgeway/McCoy shall also maintain all statutorily required Workers Compensation Insurance and shall provide the Town with a copy of its Certificate of Coverage.

8. Ridgeway/McCoy agrees to indemnify and hold the Town harmless from any and all claims arising out of Ridgeway/McCoy's work or use of the easement granted herein except for claims, loss, and damages caused by the gross negligence or willful misconduct of the Town. Said agreement to indemnify and hold the Town harmless includes, but is not limited to reasonable attorney fees incurred by the Town in defense of such claims, investigative expenses regarding such claims and any amounts paid by or on behalf of the Town arising out of such claims.

9. Ridgeway/McCoy shall install lines and other facilities underground. While the parties agree that there is a preference for underground installation, above ground installation of lines and other facilities shall be permitted by the Town under this Agreement 1) when "piggy



backing” or use of preexisting overhead facilities is possible; or 2) when due to physical conditions installation of overhead facilities including poles is reasonably necessary. However, when any such pre-existing above ground structures, equipment, or facilities used by Ridgeway/McCoy is removed by the owner of such facilities, Ridgeway/McCoy shall promptly remove its own equipment and facilities from the Town’s right-of-way or otherwise shall install its equipment and facilities underground pursuant to this Agreement. The review of any proposed installation overhead or underground shall be made by the Town’s Director of Public Works. However, installation of facilities in new subdivisions shall be required to be installed underground.

10. As partial consideration for the easement being granted herein, Ridgeway/McCoy agrees to install internet services to up to four Town buildings or offices, as designated by the Town, when the property lines are located within fifty feet (50’) of Ridgeway/McCoy’s transmission facilities within Town rights of way, free of charge, and to provide basic level internet service (512/384 Kbps) on a monthly basis free of charge. All services and bandwidth in excess of 512/384 Kbps shall be billed on a monthly basis at prevailing public rates and shall be paid for by the Town on a monthly basis.

11. As additional consideration for the easement being granted herein, Ridgeway/McCoy agrees to pay the Town a sum equal to \$.75 (Seventy-five cents), per residential customer per month and \$1.00, (One Dollar), per commercial customer per month. For purposes of this Agreement, the distinction between residential customers and commercial customers shall be determined by Ridgeway/McCoy consistent with its customary billing practices. Said fees shall be limited to Ridgeway/McCoy’s customers located within the corporate limits of the Town. The total amount due the Town under this clause shall be payable annually within 10 days of the end of the preceding year. This fee shall not be charged for non-profit, charitable, or governmental organizations that Ridgeway/McCoy elects not to charge for regular service; accordingly, when not charged in such cases, Ridgeway/McCoy shall not pay this fee to the Town.

12. Ridgeway/McCoy agrees to keep accurate customer lists and records at its office in Buena Vista, CO. The Town shall have the right to inspect such records as it deems necessary in order to ensure that an accurate accounting of Right-of-Way fees is being kept by Ridgeway / McCoy.

13. Ridgeway/McCoy agrees to maintain at its cost all its structures, apparatus, and equipment.

14. Ridgeway/McCoy agrees that the Town shall be fully and absolutely immune from any liability for any damage occurring to any of Ridgeway/McCoy’s equipment, including, but not limited to fiber-optic components, conduits, fiber-optic cable, vaults, risers, poles and other equipment or fixtures unless such damage arises from the Town’s negligence or other acts or omissions of the Town.

15. Ridgeway/McCoy agrees to join the UNCC (Utility Notification Center of Colorado) as a Tier I participant for purposes of utility locates.



16. In addition to installation work, this agreement shall also be granted for purposes of allowing Ridgeway/McCoy access to any transmission facility installed pursuant to this Agreement for purposes of maintenance and repair. Any such maintenance or repair efforts undertaken by Ridgeway/McCoy shall be governed by all terms and conditions set forth in this Agreement and all applicable Town Ordinances, Rules, Regulations, Codes or other legal authority.

17. This Agreement shall be binding on the party's successors and assigns.

18. Attorneys Fees. In the event of any litigation between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled, in addition to other damages or costs, to an award of reasonable attorney fees from the other party.

19. In the event any court of competent jurisdiction declares any portion of this agreement to be void or unenforceable, the remaining terms and conditions of the Agreement shall remain in full force and effect.

20. The Town may terminate this agreement by notifying Ridgeway/McCoy, in writing, that Ridgeway/McCoy has breached any of its obligations under this agreement. Ridgeway/McCoy shall be deemed not to be in breach of this agreement if it cures the breach identified by the Town within fifteen (15) days of the Town's mailing of notice of the breach to the address set forth herein. Ridgeway/McCoy shall have the right to terminate this agreement upon thirty (30) days written notice to the Town. Such termination shall then be effective upon payment of all sums due under this agreement. In the event of a termination by any party, Ridgeway/McCoy agrees to remove all of its equipment, poles, material, wiring, cable or any other component it installed pursuant to this agreement located above ground within ninety (90) days of the date of termination. Failure to do so will render Ridgeway/McCoy liable to the Town for all expenses incurred by the Town in removing such items.

21. Any and all notices required pursuant to this Agreement shall be forwarded to the following:

- (a) The Town of Buena Vista  
P.O. Box 2002  
210 East Main Street  
Buena Vista, CO 81211
- (b) Ridgeway/McCoy Communications, Inc.  
27960 C.R. 319; P O Box 1075  
Buena Vista, CO 81211

22. This agreement contains the entire understanding and agreement between the parties with respect to the subject matter herein. There are no representations, agreements, or



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JOYCE M. RENO  
Chaffee County Clerk

2006

understandings between or among the parties relating to the subject matter of this Right of Way Agreement which are not fully expressed herein.

IN WITNESS THEREOF, parties hereunto set their hand this 30<sup>th</sup> day of March, 2006.

MCCOY COMMUNICATION, INC

By: [Signature]

TOWN OF BUENA VISTA

By: [Signature]  
Sharyle A. Solis, Mayor

RIDGEWAY MATRIX, INC.

By: [Signature]

ATTEST:

[Signature]  
Diane Spomer, Town Clerk



DISTRICT COURT, COUNTY OF CHAFFEE, STATE OF COLORADO

Case No. 4229

IN RE THE ORGANIZATION OF BUENA VISTA SANITATION DISTRICT, CHAFFEE COUNTY, COLORADO

ORDER FOR INCLUSION OF THE BUENA VISTA SANITATION DISTRICT

THIS MATTER coming before the Court under C.R.S. § 32-1-401(1)(c)(I) and an Order of the Board of Directors of the Buena Vista Sanitation District granting a Petition for Inclusion filed with it by the Town of Buena Vista; and the Court being advised in the premises and having determined that all the procedures and requirements of C.R.S. § 32-1-401 for inclusion have been satisfied and justify including the property covered by the Petition for Inclusion in the boundaries of the Buena Vista Sanitation District,

ORDERS that the following described land be and is hereby included within the boundaries of the Buena Vista Sanitation District:

LEGAL DESCRIPTION OF THE  
CENTRAL COLORADO REGIONAL AIRPORT

ALL THAT TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER, SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 21 AND IN THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21, BEING MARKED BY AN ILLISIBLE 3 1/2" ALUMINUM CAP;  
THENCE SOUTH 00° 01' 31" EAST, A DISTANCE OF 1,338.91 FEET TO THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 21 AND SECTION 28;  
THENCE SOUTH 88° 47' 46" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 880.77 FEET;  
THENCE SOUTH 18° 13' 31" EAST, A DISTANCE OF 1,173.74 FEET;  
THENCE SOUTH 18° 43' 41" EAST, A DISTANCE OF 887.32 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;  
THENCE SOUTH 88° 06' 04" EAST, A DISTANCE OF 12.83 FEET;  
THENCE SOUTH 00° 11' 37" WEST ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,088.18 FEET TO THE WEST SIXTEENTH CORNER BETWEEN SAID SECTION 21 AND SECTION 28;  
THENCE SOUTH 88° 51' 46" EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 708.80 FEET;  
THENCE SOUTH 18° 10' 38" EAST, A DISTANCE OF 1,882.13 FEET;  
THENCE SOUTH 00° 33' 55" WEST, A DISTANCE OF 177.48 FEET;  
THENCE SOUTH 18° 11' 32" EAST, A DISTANCE OF 2,048.98 FEET;  
THENCE SOUTH 88° 02' 28" EAST, A DISTANCE OF 304.85 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 285;  
THENCE NORTH 01° 03' 47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 537.17 FEET;  
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00° 12' 00" WEST, A DISTANCE OF 307.20 FEET;  
THENCE NORTH 18° 10' 27" WEST, A DISTANCE OF 2,848.04 FEET;  
THENCE SOUTH 78° 00' 01" EAST, A DISTANCE OF 388.16 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 285;  
THENCE NORTH 18° 31' 18" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 420.70 FEET;  
THENCE SOUTH 88° 34' 40" WEST, A DISTANCE OF 115.71 FEET;  
THENCE NORTH 28° 17' 41" WEST, A DISTANCE OF 882.80 FEET;  
THENCE NORTH 20° 18' 08" WEST, A DISTANCE OF 673.82 FEET;  
THENCE NORTH 68° 20' 53" EAST, A DISTANCE OF 110.08 FEET;  
THENCE SOUTH 24° 53' 22" EAST, A DISTANCE OF 284.57 FEET;  
THENCE SOUTH 88° 13' 25" EAST, A DISTANCE OF 188.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 24;  
THENCE NORTH 18° 22' 13" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1,302.81 FEET TO A POINT OF CURVATURE;  
THENCE NORTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 1,070.87 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 8,547.80 FEET AND A DELTA ANGLE OF 11° 03' 35" TO A POINT OF TANGENCY;  
THENCE NORTH 28° 24' 58" WEST, A DISTANCE OF 688.13 FEET;  
THENCE NORTH 28° 22' 58" WEST, A DISTANCE OF 308.46 FEET TO A POINT OF CURVATURE;  
THENCE NORTHWESTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 1,384.98 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 11,804.93 FEET AND A DELTA ANGLE OF 08° 51' 02" TO A POINT OF TANGENCY;  
THENCE NORTH 20° 31' 57" WEST, A DISTANCE OF 684.88 FEET, THIS AND THE PRECEDING 5 COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 24;  
THENCE SOUTH 72° 18' 25" WEST, A DISTANCE OF 888.42 FEET TO A POINT OF CURVATURE;  
THENCE SOUTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 388.22 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 384.28 FEET AND A DELTA ANGLE OF 71° 47' 33" TO A POINT OF TANGENCY;  
THENCE SOUTH 00° 35' 51" WEST, A DISTANCE OF 288.82 FEET;  
THENCE NORTH 88° 30' 10" WEST, A DISTANCE OF 28.83 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 257.87 ACRES, MORE OR LESS.



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JOYCE M. RENO  
Chaffee County Clerk

FURTHER ORDERS that this Order shall have the legal effect set forth in C.R.S. § 32-1-402.

DONE this 27 day of June, 2008.

BY THE COURT:

*C. Barton*

District Court Judge



STATE OF COLORADO } ss  
COUNTY OF \_\_\_\_\_

Certified to be a correct copy of the original  
WITNESS my hand and Seal of said

Court this 3 July, 2008

*Karen Pessen*  
CLERK OF THE COMBINED COURT

~~DEPUTY~~

**CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE**

Date: March 10, 2016  
To: Brandy Reitter, Town Administration  
Town of Buena Vista  
Re: Parcel 3 (Central Colorado Regional Airport Searches)

This is to certify that an examination has been done of the records in the Chaffee County Clerk and Recorder's Office on March 7, 2016 at 7:45AM pertaining to the property, which is described as follows:

**Property more particularly described in Deed recorded July 3, 2000 as Reception No. 312044**

The title of this property is vested in *Town of Buena Vista, a municipal corporation*, by virtue of a Warranty Deed recorded July 3, 2000 as Reception no. 312044.

**ENCUMBRANCES:**

*Ordinance No. 6 (Series of 2000) recorded July 21, 2000 as Reception No. 312329.*

*Ordinance No. 2 (Series of 2000) recorded August 15, 2000 as Reception No. 312747. (copy attached to Parcel 2 search)*

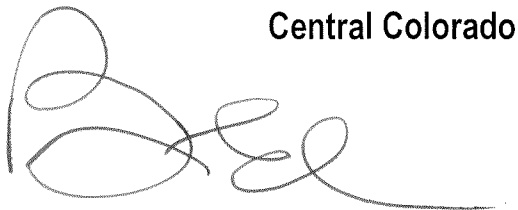
*Ordinance No. 2 (Series of 2000) recorded September 13, 2000 as Reception No. 313352. (copy attached to Parcel 2 search)*

*Ordinance No. 2 (Series of 2000) recorded September 5, 2001 as Reception No. 320384. (copy attached to Parcel 2 search)*

*Right of way Agreement recorded April 6, 2006 as Reception No. 357655. (copy attached to Parcel 2 search)*

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**



**Brett Eakins/Examiner**

Recorder.

**QUITCLAIM DEED**

**THIS DEED**, Made this 30th day of June, 2000,  
Between THE STATE OF COLORADO, acting by and through  
the Department of Natural Resources for the use and benefit of  
the

Division of Wildlife and the Wildlife Commission,  
6060 Broadway, Denver, CO 80216,

of Adams County, State of Colorado, grantor, and

**TOWN OF BUENA VISTA**, a municipal corporation  
210 East Main Street  
P.O. Box 2002  
Buena Vista, CO 81211

of Chaffee County, State of Colorado, grantee:

**WITNESSETH**, That pursuant to the parties' Exchange Agreement dated May 23, 2000,  
grantor agreed to convey to grantee certain real estate known as the Airport Parcel No.  
3, Chaffee County, Colorado (valued at \$51,800), in exchange for conveyance to  
grantor by grantee of that certain parcel of land known the Chesmore property, in  
Chaffee County, Colorado, which is valued at \$44,000 and payment to grantor by  
grantee of the sum of \$7,800, the receipt and adequacy of which consideration from  
grantee is hereby acknowledged, and in furtherance of said Exchange Agreement,  
grantor hereby transfers and quitclaims unto the grantee, its heirs and assigns forever,  
all the following real property, situate, lying and being in Chaffee County, State of  
Colorado, described as follows:

SEE EXHIBIT A attached hereto and incorporated herein by reference;  
also known by street and number as: NO STREET NUMBER ASSIGNED  
assessor's schedule or parcel number:

**TOGETHER** with all and singular the appurtenances and privileges thereunto  
belonging, or in anywise appertaining, and all of the estate, right, title, interest and claim  
whatsoever of the grantor, either in law or equity, to the only proper use, benefit and  
behalf of the grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set  
forth above.

THE STATE OF COLORADO  
Bill Owens, Governor

*Walter D. Grant for*

BY:

Bruce L. McCloskey, Acting Director  
of the Division of Wildlife for the Executive  
Director of the Department of Natural Resources  
and on behalf of the Wildlife Commission

STATE OF COLORADO  
} ss.  
County of Adams

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2000, by  
Walter D. Grant, Administrator-Wildlife Programs, for the Division of Wildlife.

Witness my hand and seal.

My commission expires: 1.28.2004



*John F. Smith*  
Notary Public  
Golden, CO 80403

State Documentary Fee  
Date JUN 03 2000  
\$ -0-

2  
Fee



**EXHIBIT A****LEGAL DESCRIPTION**

A parcel of land in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 21, Township 14 South, Range 78 West of the 6<sup>th</sup> Principal Meridian, Chaffee County, Colorado; said tract is within the boundaries of Central Colorado Regional Airport (formerly Buena Vista Municipal Airport) as described with the document titled Exhibit A, dated April, 1997, and being more particularly described as follows:

**PARCEL 3**

Beginning at the West Quarter Corner of Section 16, Township 14 South, Range 78 West;  
thence South 0°17'20" West along the West boundary of Section 16 a distance of 2656.91 feet, to the Northwest Corner of said Section 21, and the true point of beginning;  
thence along the North boundary of said Section 21, South 89°37'15" East 30.00 feet;  
thence continuing along said boundary South 89°37'15" East 595.00 feet;  
thence South 22°15'24" East 1444.88 feet, to a point on the South boundary of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 21;  
thence along said South boundary North 89°55'18" West 1170.00 feet, to the southwest corner of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 21;  
thence along the West boundary of said Section 21, North 0°08'45" West 1339.29 feet, to the true point of beginning.

ORDINANCE NO. 6  
(Series of 2000)

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING THE EXCHANGE OF CERTAIN REAL PROPERTY KNOWN AS THE CHESMORE PROPERTY FOR A PARCEL OF LAND KNOWN AS THE AIRPORT PARCEL NO. 3.**

**WHEREAS**, The Town must have control of the land on which the Central Colorado Regional Airport ("Airport") is located in order to protect the Town's investment in the facility and to comply with FAA grant requirements; and

**WHEREAS**, a portion of the land comprising the airport is owned by the State of Colorado, and controlled by the Division of Wildlife was leased to the Town for a term expiring in 2008; and

**WHEREAS**, the State has agreed to convey to the Town the property known as Airport Parcel No. 3., in exchange for the Chesmore Property, a 4.77 acre parcel of land on the east side of the Arkansas River not far from the Town's municipal boundary; and

**WHEREAS**, pursuant to Resolution No. 63 (Series of 1999), the Town committed to purchase the Chesmore Property in order to exchange it for the Airport Parcel No. 3; and

**WHEREAS**, the Airport Parcel No. 3 was appraised at \$51,800 and the Chesmore Property at \$44,000, requiring the Town to pay an additional \$7,800 to the State for an even exchange; and

**WHEREAS**, the Town and the State have negotiated a land exchange agreement to enable the Town to acquire the Airport Parcel No. 3 in exchange for the Chesmore Property; and

**WHEREAS**, the Federal Aviation Administration (FAA) has committed to reimburse 90% of the Town's acquisition cost for the Airport Parcel No. 3, including the consulting services of Raytheon, and appraisals of the Chesmore Property and the Airport Parcel No. 3, but excluding the Town's legal fees and title insurance costs;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO** as follows:

**Section One**

The Exchange Agreement with the State of Colorado, Division of Wildlife, a copy of which is attached hereto as Exhibit A, be and is hereby approved, the Mayor and Town Clerk are directed and authorized to execute the Exchange Agreement on behalf of the Town, and the Town Administrator is directed and authorized to take such action as necessary and appropriate to implement the Exchange Agreement on behalf of the Town. The funds committed to the Town from

the Federal Aviation Administration to assist the Town in paying a portion of the cost of performing the Exchange Agreement shall be obtained and utilized.

**Section Two.**

This ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Three**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 23<sup>rd</sup> day of May, 2000.

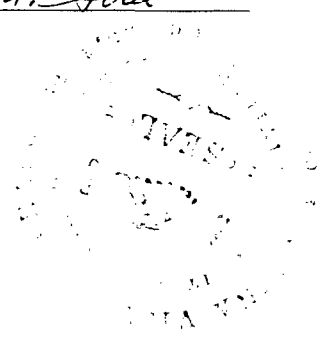
TOWN OF BUENA VISTA

By: *Shaugh A. Solis*

ATTEST:

*Ima Darras*  
Town Clerk

(SEAL)



PUBLISHED in full following adoption by the Board of Trustees in the *Chaffee County Times*, a newspaper of general circulation within the Town of Buena Vista, on the *1<sup>st</sup>* day of *June*, 2000.

By: *Ima Darras*  
Town Clerk

**EXCHANGE AGREEMENT**

This EXCHANGE AGREEMENT (hereinafter "Agreement") is made and entered into this 23<sup>rd</sup> day of May, 2000, by and between the **STATE OF COLORADO** acting by and through the **DEPARTMENT OF NATURAL RESOURCES**, for the use and benefit of the **DIVISION OF WILDLIFE and WILDLIFE COMMISSION**, whose address is 6060 Broadway, Denver, Colorado 80216 (hereinafter referred to as "DOW" or the "State"), and the **TOWN OF BUENA VISTA**, a municipal corporation, whose address is 210 East Main Street, Buena Vista, Colorado 81211 (hereinafter referred to as "Buena Vista").

**RECITALS**

- A. WHEREAS, the State owns in fee title a parcel of land approximately 27.2 acres in size, as described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Airport Parcel"); and
- B. WHEREAS, the Airport Parcel was appraised in December 1999 to have a monetary value of \$51,800.00; and
- C. WHEREAS, Buena Vista has contracted to purchase from Robert E. Chesmore and Glenda J. Chesmore a parcel of land approximately 4.77 acres in size, as described on Exhibit B attached hereto and incorporated herein by reference (hereinafter the "River Parcel"); and
- D. WHEREAS, the River Parcel was appraised in May 1999 to have a monetary value of \$44,000.00; and
- E. WHEREAS, pursuant to § 33-1-105(1)(b), C.R.S., the State has the authority to exchange property for other property, provided that any cash received does not exceed fifty percent (50%) of the total value of the consideration; and
- F. WHEREAS, the Parties desire to exchange the Airport Parcel for the River Parcel, with Buena Vista paying the difference in values to the State in cash.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants, terms, conditions, restrictions, and requirements contained herein, the Parties mutually agree as follows:

- 1. **THE EXCHANGE.** At closing the following shall occur:
  - A. The State shall convey ownership of the Airport Parcel to Buena Vista by quit claim deed.
  - B. Buena Vista shall convey ownership of the River Parcel to the State by quit claim deed and also pay the State \$7,800.00.

Payment shall be by City check or warrant, or by wire transfer. The two quit claim deeds shall be in a form that, at a minimum, satisfies the requirements of § 38-30-116, C.R.S.

2. **COOPERATION WITH TRANSFER.** In addition to execution of the documents explicitly described elsewhere in this Agreement, the parties hereto expressly agree to execute any and all documents reasonably necessary in furtherance of this Agreement.

3. **EVIDENCE OF TITLE.**

**For the River Parcel.** The State has been provided a copy of title commitment #516864 (Order Number 993743) dated 10/12/99 and issued by Stewart Title Guaranty Company for the River Parcel. As soon as practical after the day and year first above written, Buena Vista shall (i) cause to be issued a title insurance commitment in the name of the State covering the River Parcel in the amount of \$44,000.00, which shall be issued by Stewart Title Guaranty Company or another title insurance company authorized to do business in the State of Colorado, and (ii) provide copies to the State of those documents disclosed in Exceptions #7, #8, #12, and #13 of Stewart title commitment #516864. Buena Vista shall pay the cost of the State's title insurance commitment and title policy after closing. The State shall then have ten (10) days after receipt of said title evidence described above within which to examine the same and to make any objections, which shall include the right to object to any lien, deed of trust, mortgage, or other encumbrance for debt that runs with the land not previously disclosed. Thereafter, Buena Vista shall have an opportunity within which to rectify any objections made thereto, including obtaining any and all written acknowledgments of subordination required for the release of any lien, deed of trust, mortgage, or other encumbrance for debt that runs with the land. If good and merchantable title is not shown by said title commitment, and Buena Vista is unable to rectify any objections of the State, then this Agreement shall become null and void and Buena Vista and the State shall be released from any further obligations under it.

**For the Airport Parcel.** As soon as practical after the day and year first above written, the State (i) shall provide Buena Vista with a copy of the deed whereby the State came into ownership of the Airport Parcel, and (ii) shall make its real estate files available at the State's Denver office for inspection by Buena Vista. In addition, as soon as practical after the day and year first above written Buena Vista shall, at its own expense, obtain a commitment for title insurance naming Buena Vista as the insured, in the amount of \$51,800. Buena Vista shall then have ten (10) days after receipt of (1) the State's deed described above, or (2) the commitment for title insurance, whichever is received later, within which to examine the same and the State's files and to make any objections, which shall include the right to object to any encumbrance that runs with the land not previously disclosed. Thereafter, the State shall have an opportunity within which to rectify any objections made thereto. If the State is unable to rectify any objections of Buena Vista, then this Agreement shall become null and void and Buena Vista and the State shall be released from any further obligations under it.

Buena Vista and the State agree that title standards adopted by the Colorado Bar Association may be used to resolve disputes concerning good and merchantable title when applicable.

4. **INSPECTION.** The Parties shall have the right to enter upon the River Parcel and the Airport Parcel at reasonable times for surveying, inspection, and other reasonable purposes related to the transaction contemplated hereunder. If, for any reason and in its sole discretion, either Party is not satisfied that the parcel it is to receive is acceptable or suitable, then that Party shall notify the other Party in writing on or before 5:00 PM on the date ten (10) days after the day and year first above written, at which time this Agreement shall be considered null and void and of no further force and effect; provided, however, that if the objections are of a nature that can be reasonably cured within a fifteen (15) day period following the receipt of notice from the objecting Party, then the other Party shall have such period to cure such defects to the reasonable satisfaction of the other. Failure of either Party to notify the other of its dissatisfaction prior to the expiration of the period of time provided for above shall be deemed a waiver of this provision and acceptance of the parcel said Party is to receive as suitable.

5. **CONTINGENCIES.** This Agreement and the performance of the Parties hereunder are specifically contingent upon each of the following conditions:

- (A) The approval of the Capital Development Committee of the Legislature pursuant to § 33-1-105(3)(a), C.R.S.; and
- (B) The support of the local Legislators and the Chaffee County Commission; and
- (C) The approval of the Wildlife Commission.
- (D) Acquisition of the River Parcel by Buena Vista from the Chesmores.

In the event that one or more of these contingencies are not satisfied by July 30, 2000, and the parties have not agreed in writing to allowing additional time for satisfaction, then this Agreement shall be terminated, in which event DOW and Buena Vista shall be released from all further obligations and liabilities with respect to this Agreement.

6. **RECORDING AND CLOSING FEES; TAXES.** Buena Vista shall pay the cost of all recording and closing fees associated with this Agreement. All taxes and assessments on the River Parcel for the year of closing shall be prorated as of the date of closing based on the most recent tax bill, and shall have been paid by Buena Vista or its predecessors.

7. **AMENDMENTS.** This Agreement may only be amended by written agreement executed by all Parties hereto.

8. **CAPTIONS.** The captions used in this Agreement are for convenience only and shall not limit the meaning of the language contained herein.

9. **SUCCESSION.** The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties.

10. **SPECIAL PROVISIONS.** Buena Vista and the State further agree to the covenants and conditions as set below.

(a) The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

(b) The signatories hereto aver that they are familiar with C.R.S. 18-8-301, et. seq., (Bribery and Corrupt Influences) and C.R.S. 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

(c) The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

11. **NOTICES.** All notices required or provided for in this Agreement shall deemed given upon delivery, or if, mailed, upon deposit in the United States Mail, first class postage prepaid, properly addressed to the party to whom directed at its address as shown below, or at such other address as shall be given by notice pursuant to this paragraph.

*If to the State*  
Division of Wildlife  
Real Estate Unit  
6060 Broadway  
Denver, CO 80216

*If to Buena Vista*  
Town Administrator  
210 East Main Street  
Buena Vista, Colorado 81211

copy to: Edward M. Caswall, Esq.  
Alperstein & Covell P.C.  
1600 Broadway #2350  
Denver, CO 80202

12. **ENTIRE UNDERSTANDING.** This Agreement constitutes the entire understanding of the Parties and there are no other provisions other than set forth above and any changes in this Agreement shall be made in writing and signed by both Buena Vista and the State in accordance with required contracting procedures before the same shall be effective.

13. **SURVIVE CLOSING.** All of the rights, obligations, representations and warranties created under this Agreement shall survive closing.

14. **CLOSING.** Closing shall occur as soon as practicable and at a time and place mutually agreeable to the Parties.

15. **EXPIRATION OF THIS AGREEMENT.** If closing has not occurred prior to December 31, 2000, then this Agreement shall become null and void unless extended in writing by mutual agreement of the parties hereto.

16. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which shall constitute one Agreement, which shall be binding on all of the Parties.

17. **SATURDAYS, SUNDAYS, OR HOLIDAYS.** If the final date of any time period of limitation set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State of Colorado, then the time of such period shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the Parties hereto set their hands the day and year first above written.

STATE OF COLORADO  
Bill Owens, Governor

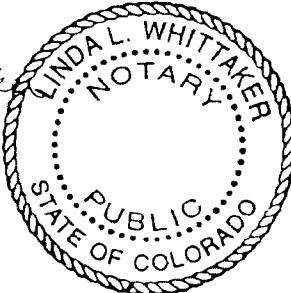
By Walter D. Graul  
For the Director of Division of Wildlife for the  
Executive Director of the Department of Natural Resources,  
and on behalf of the Colorado Wildlife Commission

STATE OF COLORADO )  
   ) ss.  
COUNTY OF ADAMS    )

The foregoing instrument was acknowledged before me the 14<sup>th</sup> day of April, 2000, by Walter D. Graul, acting on behalf of the State of Colorado, Department of Natural Resources, benefitting the Division of Wildlife and the Colorado Wildlife Commission.

Witness my hand and official seal.  
My Commission expires: Jan. 22, 2002

Linda L. Whittaker  
(Seal) NOTARY PUBLIC





TOWN OF BUENA VISTA

Sharyle A. Solis Mayor

By Sharyle A. Solis  
For the Town of Buena Vista

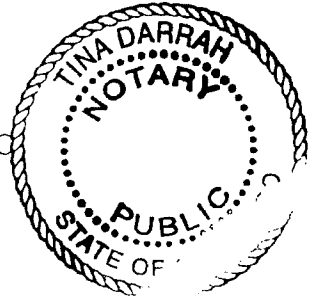
STATE OF COLORADO )  
                              ) ss.  
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me the 24<sup>th</sup> day of May, 2000, by Sharyle A. Solis, acting on behalf of the Town of Buena Vista.

Witness my hand and official seal.  
My Commission expires:

MY COMMISSION EXPIRES  
08-17-2003

Tina Darrow  
(Seal) NOTARY PUBLIC



Nrbw7525.doc

CENTRAL COLORADO REGIONAL AIRPORT

parcel3lgl.doc

PARCEL 3  
EXHIBIT A  
DESCRIPTION OF A PARCEL OF LAND IN  
CHAFFEE COUNTY, COLORADO

A Parcel of land in the Northwest Quarter, of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-one (21), Township Fourteen South (14S), Range Seventy-eight West (78W) of the Sixth Principal Meridian, County of Chaffee, State of Colorado; said tract is within the boundaries of Central Colorado Regional Airport (formerly Buena Vista Municipal Airport) as described with the document titled Exhibit A, dated April, 1997, and being more particularly described as follows:

PARCEL 3

Beginning at the West ¼ Corner of Section 16, T14S, R78W; thence S 0°17'20" W along the West boundary of Section 16 a distance of 2656.91 feet, to the Northwest Corner of said Section 21, and the True Point of Beginning;

Thence along the North boundary of said Section 21, S 89°37'15" E 30.00 feet;

Thence continuing along said boundary S 89°37'15" E 595.00 feet,

Thence S 22°18'24" E 1444.88 feet, to a point on the South boundary of the NW1/4NW1/4 Section 21;

Thence along said South boundary N 89°55'18" W 1170.00 feet, to the Southwest Corner of the NW1/4NW1/4 Section 21;

Thence along the West boundary of said Section 21, N 0°08'45" W 1339.29 feet, to the True Point of Beginning.

Said Parcel 3 contains an area of 27.55 acres, more or less.

# LAND SURVEY PLAT

## PARCEL 12

BUENA VISTA MUNICIPAL AIRPORT  
BUENA VISTA, COLORADO

BEING A PORTION OF THE SW 1/4, SW 1/4, SECTION 16 AND A  
PORTION OF THE NW 1/4, SECTION 21, TOWNSHIP 14 SOUTH,  
RANGE 78 WEST OF THE 6th P.M., CHAFFEE COUNTY, COLORADO

EXHIBIT A

FOUND #5 REBAR  
PER. MONUMENT  
RECORDS  
SE CORNER  
NW 1/4, NW 1/4  
SECTION 21

WEST 1/4 CORNER  
SECTION 16  
FOUND 3 1/4" ALUM.  
CAP - WILSON DRAGS ENG.

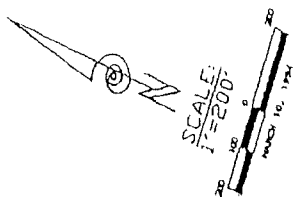
U.S. HIGHWAY  
NO. 24  
R.O.W. VARIES

DELTA = 05°51'03"  
RAD. = 11603.72'  
L. = 1184.93'

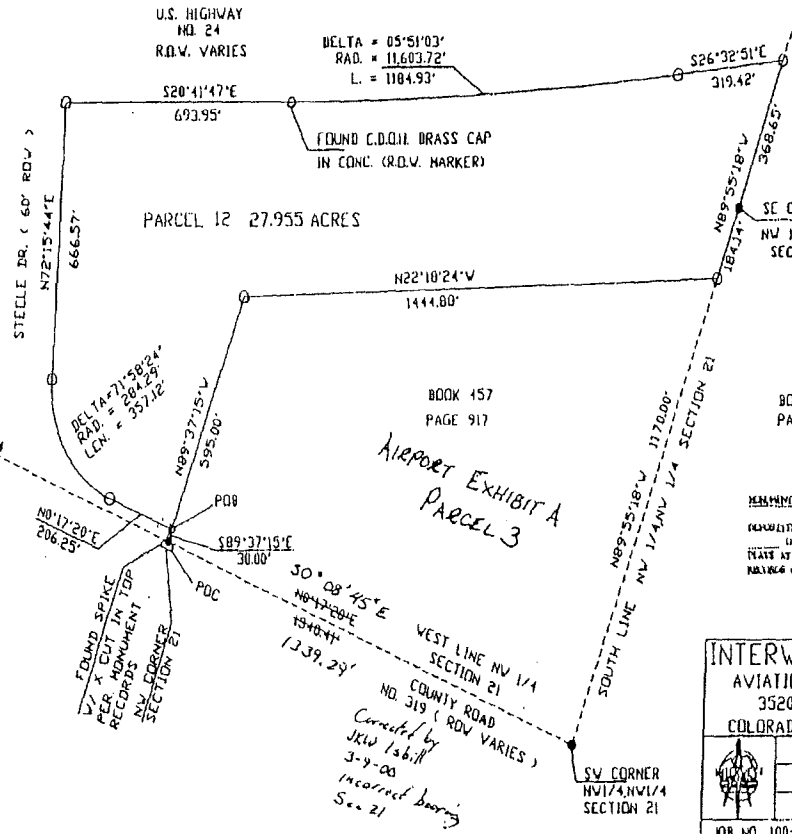
PARCEL 12 27.955 ACRES

FOUND C.D.O.I.L. BRASS CAP  
IN CONC. (R.O.W. MARKER)

SE CORNER  
NW 1/4, NW 1/4  
SECTION 21



- △ SET 30" ALUMINUM PIPE 1/2 1/4" ALUMINUM CAP PLS # 10372
- SET #4 REBAR 1/2" PLASTIC CAP PLS # 10372
- SET #6 REBAR, 30" LONG 1/2 1/4" ALUM. CAP PLS # 10372



MONUMENT SURVEY PLAT (PROFESSIONAL CERTIFICATE)  
EXHIBIT A THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1994 A.D., AT  
STATE OF COLORADO, COUNTY OF CHAFFEE, COUNTY RECORDS DEPARTMENT OF THE  
COUNTY OF CHAFFEE COUNTY, COLORADO.

|  |                     |
|--|---------------------|
| INTERWEST SURVEYING, INC.  |                     |
| AVIATION SURVEYING CONSULTANTS<br>3520 AUSTIN BLUFFS PARKWAY<br>COLORADO SPRINGS, COLORADO 80918 |                     |
| BUENA VISTA MUNICIPAL  |                     |
| PARCEL 12  |                     |
| ISBILL ASSOCIATES  |                     |
| JOB NO. 100-3911   | DRAWN BY: SDP, INC. |
| SHEET 1 OF 2   | CHECKED BY:         |

07/21/2000 08:15 RECORD FEE: \$55.00 PAGE #: 0011 OF 0011  
CHAFFEE COUNTY, CO. JOYCE M RENO - CLERK & RECORDER REC #: 312329

That portion of the East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 9, Township 14 South, Range 78 West of the 6<sup>th</sup> Principal Meridian, lying East of the center of the Arkansas River, being a part of "the Placer Mining Claim known as the RONK Placer Mining Claim in the Arkansas River Mining District", Chaffee County, Colorado, as described in U. S. Patent recorded in Book 76 at Page 47.

**CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE**

Date: September 10, 2015  
To: Brandy Reitter, Town Administration  
Town of Buena Vista  
Re: Parcel 4 (Central Colorado Regional Airport Searches)

This is to certify that an examination has been done of the records in the Chaffee County Clerk and Recorder's Office on September 10, 2015 at 7:45AM pertaining to the property, which is described as follows:

**A portion of the property described in Easement Deed and Agreement recorded August 26, 1983 in Book 459 at Page 266.**

**NOTE: May require a survey to determine exact legal description**

The title of this property is vested in *State of Colorado*

**ENCUMBRANCES:**

*Terms and conditions set forth in Easement Deed and Agreement recorded August 26, 1983 in Book 459 at Page 266.*

*Ordinance No. 2 (Series of 2000) recorded August 15, 2000 as Reception No. 312747.*

*Ordinance No. 2 (Series of 2000) recorded September 13, 2000 as Reception No. 313352.*

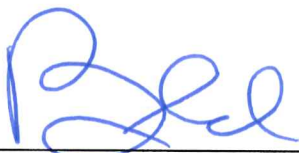
*Ordinance No. 2 (Series of 2000) recorded September 5, 2001 as Reception No. 320384.*

*Right of way Agreement recorded April 6, 2006 as Reception No. 357655.*

*The effect of Order of Inclusion of the Buena Vista Sanitation District recorded August 1, 2008 as Reception No. 375760.*

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**



---

Brett Eakins/Examiner

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*Ordinance No. 2 (Series of 2000) recorded August 15, 2000 as Reception No. 312747.*

*Ordinance No. 2 (Series of 2000) recorded September 13, 2000 as Reception No. 313352.*

*Ordinance No. 2 (Series of 2000) recorded September 5, 2001 as Reception No. 320384.*

*Right of way Agreement recorded April 6, 2006 as Reception No. 357655.*

*The effect of Order of Inclusion of the Buena Vista Sanitation District recorded August 1, 2008 as Reception No. 375760.*

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**

Easement  
to BV



223269  
FILED FOR RECORD 8:00 O'CLOCK A.M. AUG 25 1983 MARY ELLEN BELMAR CHAFFEE COUNTY RECORDER BOOK 459 PAGE 266

EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT, dated as of this 8<sup>th</sup> day of August, 1967, by and between the COLORADO STATE REFORMATORY, hereinafter called "Reformatory", and the TOWN OF BUENA VISTA, hereinafter called "Town"; and

WHEREAS, the Town is a municipal corporation of the State of Colorado, and is desirous of providing airport facilities for the use and benefit of the residents of the Town; and

WHEREAS, the Reformatory has a need for airport facilities in the vicinity of the present location of the Reformatory; and

WHEREAS, the Reformatory owns certain real property which is feasibly situated for the development of an airport; and

WHEREAS, both the Town and the Reformatory are desirous of cooperating in providing airport facilities on the terms and conditions hereinbelow set forth.

NOW THEREFORE, in consideration of the promises and agreements herein contained, the Reformatory hereby sells, conveys and grants unto the Town an easement and right-of-way over, across and through the following described lands situated in Chaffee County, Colorado, for the uses and purposes and upon the terms hereinafter set forth:

A tract of land located in the East 1/2 of the West 1/2 and in the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 14 South, Range 78 West of the 6th Principal Meridian, being described as follows:

Beginning at the South 1/4 corner of said Section 21; thence North 88° 43' East 303.3 feet; thence North 25° 17' West 952.6 feet; thence North 20° 19' West 1649.3 feet; thence North 18° 57' West 597.0 feet; thence North 24° 08' West 862.6 feet to the intersection of centerline of the access road; thence continuing North 24° 08' West 300.9 feet to the west boundary of the East 1/2 of the West 1/2 of said Section 21; thence along said boundary South 0° 28' East 4020.9 feet more or less to the South line of said Section 21; thence South 89° 06' East along said Section line 929.3 feet more or less to the point of beginning; containing 73.6 acres more or less.

Together with an easement for access road purposes over a road, the centerline of which begins at the above



mentioned access road intersection point and extends North 39° 38' East 505.7 feet more or less to U.S. Highway No. 24, said access road being 30.0 feet on each side of above described centerline.

Directions were determined by solar observation.

This easement and right-of-way is for the purpose of granting the Town the right to construct, inspect, maintain and operate an airport.

As further consideration for the easement, the Town hereby agrees as follows:

1. To hold and save the Reformatory harmless from any and all damage arising from the Town's use of the right, easement and right-of-way herein granted, and the Town agrees to pay any damages or damage which may arise to the property, premises or rights of the Reformatory through the Town's use, occupation and possession of the rights herein granted.
2. To allow the Reformatory to use the subject easement herein granted for airport purposes at all times without further fee or charge subject to the condition, however, that the Reformatory agrees to obey and abide by all reasonable rules and regulations adopted or promulgated by the Town in connection with the subject airport.
3. To promptly enter into a program for the development and improvement of the airport and to do all things reasonably necessary to accomplish this end. The Town agrees to be responsible for said development and agrees that its program shall be in accordance with the rules and regulations and standards of the Federal Aviation Agency.
4. In the event the Town no longer uses or ceases to use the property herein granted for airport purposes for a period of one year or more, then the subject easement herein granted shall without further act or deed revert to the Reformatory. In this situation and to this end the Town agrees to execute any necessary agreements or deeds requested by the Reformatory to effectively terminate this easement and reconvey the rights herein granted.

In addition to the above provisions, it is mutually agreed between the Reformatory and the Town as follows:

1. The Reformatory agrees to provide at its expense a Federal Aviation Agency approved radio communications system to service the airport. It is understood that the Reformatory shall be responsible for the maintenance, upkeep and operation of this



223269

BOOK 459 PAGE 268

radio communications system and shall provide the necessary personnel in connection therewith. All equipment and property provided by the Reformatory in connection with this provision shall remain the sole and separate property of the Reformatory during the existence of this easement and after the termination thereof.

2. The Reformatory agrees to cooperate with the Town in connection with maintaining the airport facilities, and to that end both parties agree to work toward arriving at an equitable formula to determine the respective responsibility of each party towards the airport's upkeep and maintenance. In arriving at this formula, the percentage of use of the Reformatory compared to the percentage of use of all other parties shall be considered in arriving at the agreed percentage or cost figure.

3. Both the Reformatory and the Town agree to cooperate in obtaining additional county, state and federal support and aid toward the subject airport facility.

4. It is understood that the Town shall not transfer or assign its interest in the subject easement without first obtaining the written consent of the Reformatory.

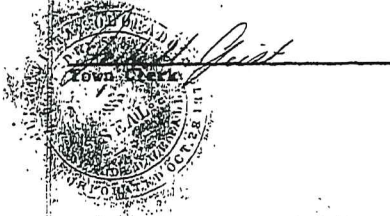
5. It is understood and agreed that the actual operation of the airport facility shall be under the direction and control of the Town, except as herein provided, and that the Town will adopt and promulgate rules and regulations concerning its operation.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

TOWN OF BUENA VISTA

By Norman S. Kunder  
Mayor

ATTEST:



COLORADO STATE REFORMATORY

By Cedric J. Zumbly  
Warden

STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me by Norman S. Knudsen as Mayor, and attested by Jack Geist as Town Clerk of the Town of Buena Vista, this 24th day of August, 1967.

Witness my hand and seal.  
My commission expires July 31, 1968

Virginia D.  
Notary Public

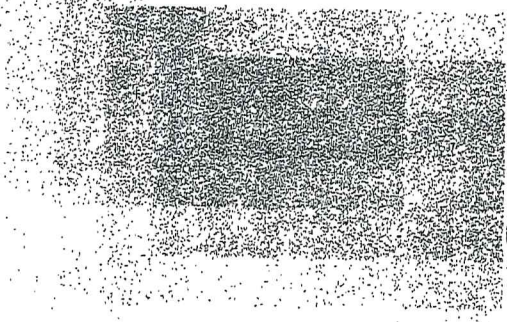
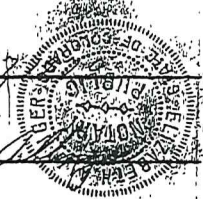


STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me by C. Winston Tomalley as Warden of the Colorado State Reformatory, this 2nd day of August, 1967.

Witness my hand and seal.  
My commission expires March 17, 1968

E. Elizabeth  
Notary Public



ORDINANCE NO. 2  
(Series of 2000)

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO AMENDING CHAPTER 16 "ZONING" OF THE BUENA VISTA MUNICIPAL CODE BY ADDING A NEW SECTION CLARIFYING THE GEOGRAPHICAL BOUNDARIES OF THE AIRPORT PROTECTION OVERLAY DISTRICT.**

**WHEREAS**, in 1991 the town adopted Sections 16-167 to 16-170 of the Zoning Code establishing the Airport Protection Overlay District (the "APO" District) and associated regulations in order to manage and regulate land development and uses in and around the Buena Vista Municipal Airport, now known as the Central Colorado Regional Airport, in order to protect and enhance public safety; and

**WHEREAS**, while the APO district is an overlay designation with geographical boundaries that may be adjusted from time to time, and which may be imposed over one or more underlying zone districts or areas, the town has from 1991 to the present utilized the geographical description for the district as provided in the Buena Vista Municipal Airport, Airport Master Plan (1992), to wit, such area extending 1,250 feet laterally from either side of the runway centerline and 5,000 feet beyond each end of the runway primary surface; and

**WHEREAS**, Colorado State House Bill 1041 defines the "critical zones" as (a) areas 2,000 feet wide extending 5,000 feet horizontally from a point 200 feet from each end of visual runways; and (b) areas 4,000 feet wide extending 10,000 feet horizontally from a point 200 feet from each end of instrument runways; and

**WHEREAS**, in order to minimize, if not eliminate, confusion or uncertainty with respect to the geographical boundaries of the current APO district, the Board of Trustees now desires to codify the current geographical description of the APO district and incorporate, for illustration purposes, a map delineating the district; to an area equal to "critical area" identified in House Bill 1041; and

**WHEREAS**, the Planning and Zoning Commission has reviewed the matter and forwarded its recommendations thereon to the Board of Trustees.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO** as follows:

**Section One**

That Article VIII, "District Regulations," of Chapter 16, "Zoning," of the Buena Vista Municipal Code be amended by adding new Section 16-171, "APO district boundaries--map," such new section to read as follows:

**Sec. 16-171. APO district boundaries—map**

(a) The APO district shall include all land within an area extending laterally one thousand feet (1,000') from either side of the runway centerline at a point five thousand two hundred feet (5,200') north of the north end of the runway and extends south to the south end of the runway where it widens to two thousand feet (2000') laterally from either side of the runway centerline and extends ten thousand two hundred feet (10,200') south from the south end of Runway 15/33 at the Central Colorado Regional Airport.

(b) The Town Clerk shall maintain and make available to interested persons during regular business hours not less than one copy of the most current map(s) illustrating the APO district boundaries as described in subsections (a) and (b) above. Such map shall be used for general reference and illustration purposes only and shall not supersede or alter the geographical boundaries of the APO district as set forth in this section.

**Section Two**

This ordinance shall not have an effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Three**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 25  
day of July, 2000.

TOWN OF BUENA VISTA

By: Shayla A. Solis



Uma Barrak  
Town Clerk

08/15/2000 08:00 RECORD FEE: \$15.00

PAGE #: 0003 OF 0003

CHAFFEE COUNTY, CO, JOYCE M RENO - CLERK & RECORDER REC #: 312747

PUBLISHED in full following adoption by the Board of Trustees in The Chaffee County Times, a newspaper of general circulation within the Town of Buena Vista on the 3<sup>rd</sup> day of August, 2000.

By: *Jina Barato*  
Town Clerk

ORDINANCE NO. 2  
(Series of 2000)

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO AMENDING CHAPTER 16 "ZONING" OF THE BUENA VISTA MUNICIPAL CODE BY ADDING A NEW SECTION CLARIFYING THE GEOGRAPHICAL BOUNDARIES OF THE AIRPORT PROTECTION OVERLAY DISTRICT.**

**WHEREAS**, in 1991 the town adopted Sections 16-167 to 16-170 of the Zoning Code establishing the Airport Protection Overlay District (the "APO" District) and associated regulations in order to manage and regulate land development and uses in and around the Buena Vista Municipal Airport, now known as the Central Colorado Regional Airport, in order to protect and enhance public safety; and

**WHEREAS**, while the APO district is an overlay designation with geographical boundaries that may be adjusted from time to time, and which may be imposed over one or more underlying zone districts or areas, the town has from 1991 to the present utilized the geographical description for the district as provided in the Buena Vista Municipal Airport, Airport Master Plan (1992), to wit, such area extending 1,250 feet laterally from either side of the runway centerline and 5,000 feet beyond each end of the runway primary surface; and

**WHEREAS**, Colorado State House Bill 1041 defines the "critical zones" as (a) areas 2,000 feet wide extending 5,000 feet horizontally from a point 200 feet from each end of visual runways; and (b) areas 4,000 feet wide extending 10,000 feet horizontally from a point 200 feet from each end of instrument runways; and

**WHEREAS**, in order to minimize, if not eliminate, confusion or uncertainty with respect to the geographical boundaries of the current APO district, the Board of Trustees now desires to codify the current geographical description of the APO district and incorporate, for illustration purposes, a map delineating the district; to an area equal to "critical area" identified in House Bill 1041; and

**WHEREAS**, the Planning and Zoning Commission has reviewed the matter and forwarded its recommendations thereon to the Board of Trustees.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO** as follows:

**Section One**

That Article VIII, "District Regulations," of Chapter 16, "Zoning," of the Buena Vista Municipal Code be amended by adding new Section 16-171, "APO district boundaries--map," such new section to read as follows:

**Sec. 16-171. APO district boundaries—map**

(a) The APO district shall include all land within an area extending laterally one thousand feet (1,000') from either side of the runway centerline at a point five thousand two hundred feet (5,200') north of the north end of the runway and extends south to the south end of the runway where it widens to two thousand feet (2000') laterally from either side of the runway centerline and extends ten thousand two hundred feet (10,200') south from the south end of Runway 15/33 at the Central Colorado Regional Airport.

(b) The Town Clerk shall maintain and make available to interested persons during regular business hours not less than one copy of the most current map(s) illustrating the APO district boundaries as described in subsection (a) above. Such map shall be used for general reference and illustration purposes only and shall not supersede or alter the geographical boundaries of the APO district as set forth in this section.

**Section Two**

This ordinance shall not have an effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Three**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 25<sup>th</sup>  
day of July, 2000.

TOWN OF BUENA VISTA

By: *Shayla A. Solie*



*Uma Barrak*  
Town Clerk

PUBLISHED in full following adoption by the Board of Trustees in The Chaffee County Times, a newspaper of general circulation within the Town of Buena Vista on the 3<sup>rd</sup> day of August, 2000.

By: *Uma Barrak*  
Town Clerk

ORDINANCE NO. 10  
(Series of 2001)

AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO REAMENDING ARTICLE VIII OF CHAPTER 2 OF THE MUNICIPAL CODE GOVERNING THE MEMBERSHIP AND TERMS OF OFFICE FOR THE AIRPORT ADVISORY COMMITTEE AS PREVIOUSLY AMENDED BY ORDINANCE NO. 8 (SERIES OF 2001).

WHEREAS, on July 24, 2001, the Board of Trustees adopted Ordinance No. 8 (Series of 2001), which ordinance adopted certain amendments to those municipal code sections governing the creation and organization of the Airport Advisory Committee; and

WHEREAS, additional amendments to said sections of the municipal code are necessary to clarify the amendments previously made thereto by Ordinance No. 8 (Series of 2001).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO as follows:

**Section One**

That Article VIII, Airport Advisory Committee, of Chapter 2, Administration and Personnel, of the Buena Vista Municipal Code be amended at Sections 2-162, Appointment; qualifications; 2-163, Term of office; vacancies; and 2-166, Operations, such amended sections to read as follows:

**Sec. 2-162. Appointment and qualifications--alternates.**

The committee shall consist of five (5) voting members who shall be appointed by and serve at the pleasure of the board of trustees, plus a non-voting representative of the airport fixed base operator (FBO) and a non-voting representative or designee of the board of trustees. Committee members, inclusive of alternates, need not be residents or qualified electors of the town. The board of trustees shall also appoint two (2) alternate members who shall perform all of the duties of a regular voting member in the absence of a regular voting member from a meeting of the committee.

**Sec. 2-163. Term of office--vacancies.**

(a) Voting members of the committee, inclusive of alternates, shall serve staggered terms of four (4) years unless earlier removed from office; provided that two (2) of the members first appointed shall initially serve to and until the second Tuesday in April, 2002, and three (3) members and the two (2) alternates shall initially serve to and until the second Tuesday in April, 2004. Voting members may be reappointed to serve on the committee without limitation.



(c) Vacancies in voting member positions shall be filled by appointment made by the board of trustees to serve out an unexpired term.

(d) The non-voting members of the committee representing the fixed base operator and the board of trustees shall be appointed and serve at the pleasure of the fixed base operator and board of trustees, respectively, and may serve indefinite terms.

**Sec. 2-166. Operation--quorum.**

Voting members of the committee shall elect from its membership a chairperson and vice-chairperson who shall serve terms of two (2) years. The committee shall keep contemporaneous minutes of its meetings, votes and actions. Three (3) voting members shall constitute a quorum for the transaction of business.

**Section Two**

The membership of the Airport Advisory Committee existing upon the effective date of this ordinance shall be reduced to five (5) voting members. Presently sitting committee members desiring to remain on the new reduced-size committee shall draw lots to determine which members shall serve as voting members until April 2002, and which members shall serve as voting members until April 2004. Once the new committee membership is determined, the committee shall organize itself as otherwise required in Article VIII of Chapter 2, as amended. Vacancies in any voting membership position, including alternate positions, resulting from the reorganization of the committee shall be filled by appointment by the board of trustees.

**Section Three**

This ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

**Section Four**

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

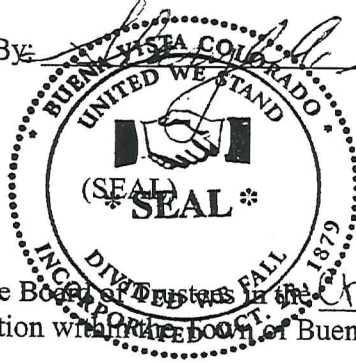
INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 14 day of August, 2001.

TOWN OF BUENA VISTA

ATTEST:

Mindy K Philips  
Town Clerk - Deputy

By: [Signature]



PUBLISHED in full following adoption by the Board of Trustees in the Chaffee County Times, a newspaper of general circulation with office in Buena Vista, on the 30 day of August, 2001.

By: Mindy Philips  
Town Clerk - Deputy



**RIGHT-OF-WAY AGREEMENT**

**THIS AGREEMENT**, made this 30<sup>th</sup> day of MARCH, 2006, by and between the Town of Buena Vista, Colorado, (hereinafter the "Town") and Ridgeway Matrix, Inc. & McCoy Communications, Inc. each Colorado corporations, of 27960 County Road 319, P.O. Box 1910, Buena Vista, CO 81211 (hereinafter referred to collectively as "Ridgeway/McCoy");

**WHEREAS**, Ridgeway/McCoy wishes to obtain a right-of-way agreement with the Town for purposes of installing its transmission infrastructure (fiber-optic or copper cable), under, in, or across property owned by the Town for purposes of providing internet services to various individuals and businesses; and

**WHEREAS**, the Town is willing to grant Ridgeway/McCoy such a Right-of-way Agreement; and

**WHEREAS**, the Town and Ridgeway/McCoy wish to memorialize their agreement as set forth herein.

**NOW, THEREFORE**, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Ridgeway/McCoy agree as follows:

1. Ridgeway/McCoy is hereby granted a non-exclusive easement in, under, and across any property owned by the Town for purposes of installing its transmission facilities for the sole and exclusive purpose of providing internet services to Ridgeway/McCoy's customers.
2. Said easement shall be restricted to the unused portions of any town right-of-way so that Ridgeway/McCoy's installation of transmission facilities will not unreasonably interfere with traffic or other uses of Town property. Upon reasonable advance notice by the Town, Ridgeway/McCoy shall move or relocate at its expense any above ground facility located in a Town right-of-way if necessary to accommodate any public improvement including, but not limited to widening or installation of curb and gutter.
3. Ridgeway/McCoy agrees that all installation plans, specifications, and procedures (Project Plan) for major trunk lines or projects within the Town shall be submitted to the Town's Public Works Director for review and comment before commencement of any installation work. The Town's comments and corrections identified by the Town to bring the Project Plan into satisfactory compliance with all Town Ordinances, Rules, Regulations, Codes or other legal authority, shall be implemented by Ridgeway/McCoy in execution of the Project Plan. Ridgeway/McCoy's Project Plan shall be modified as necessary to assure such satisfactory compliance. The Town shall review and provide written approval or proposed modification within 10 days of submission from Ridgeway/McCoy. Additionally, Ridgeway/McCoy shall be solely and absolutely responsible for obtaining and maintaining any and all required permits necessary for such work. Ridgeway/McCoy shall also be solely and absolutely responsible for paying any and all fees charged for such permits.



4. During Ridgeway/McCoy's installation work, the Town shall have the right to inspect the installation work. If the Town determines that execution of the work is not in full compliance with applicable Town Ordinances, Rules, Regulations, Codes or other legal authority, and because of this, the installation work needs to be stopped or modified, the Town shall notify Ridgeway/McCoy who shall immediately comply with the terms and conditions of the Town's notice. The decision of whether or not to issue an order to stop or modify the installation process shall be based upon a specific finding that the work is not proceeding in accordance with the standards referenced above and that Ridgeway/McCoy has refused to cure the Town's objection within five (5) days of receipt.

5. Ridgeway/McCoy agrees to restore or repair all Town property affected or damaged by the installation process to the same condition said property was in prior to the commencement of the installation work. Said restoration or repair shall be completed within thirty (30) days of the occurrence of the damage and shall be at Ridgeway/McCoy's sole expense. The Town shall have the right to inspect the restoration and repair work done by Ridgeway/McCoy and if not approved by the Town, Ridgeway/McCoy shall correct the restoration repairs to comply with the Town's requirements for such repairs.

6. Prior to commencing any installation work with cost in excess of \$50,000 Ridgeway/McCoy shall deposit with the Town a bond or irrevocable letter of credit in a form and amount satisfactory to the Town Attorney. Said bond or letter of credit shall be of sufficient amount to complete anticipated repairs or restoration to Town property made necessary by the installation process. The Town's Director of Public Works or his designee shall be solely responsible for determining the appropriate amount of the bond or letter of credit to be deposited. However, Ridgeway/McCoy shall not be required to provide a bond or letter of credit, if Ridgeway/McCoy's work is being performed prior to the Town's acceptance of the right-of-way or prior to the right-of-way improvements being completed such as paving and curb and gutter, as in the case of a new subdivision, for example.

7. At all times during installation, Ridgeway/McCoy agrees to carry general liability insurance which covers Ridgeway/McCoy's use of the easement agreement. Said insurance shall have limits of at least one million dollars (\$1,000,000) per occurrence and shall name the Town as an additional insured. Ridgeway/McCoy shall also maintain all statutorily required Workers Compensation Insurance and shall provide the Town with a copy of its Certificate of Coverage.

8. Ridgeway/McCoy agrees to indemnify and hold the Town harmless from any and all claims arising out of Ridgeway/McCoy's work or use of the easement granted herein except for claims, loss, and damages caused by the gross negligence or willful misconduct of the Town. Said agreement to indemnify and hold the Town harmless includes, but is not limited to reasonable attorney fees incurred by the Town in defense of such claims, investigative expenses regarding such claims and any amounts paid by or on behalf of the Town arising out of such claims.

9. Ridgeway/McCoy shall install lines and other facilities underground. While the parties agree that there is a preference for underground installation, above ground installation of lines and other facilities shall be permitted by the Town under this Agreement 1) when "piggy



backing" or use of preexisting overhead facilities is possible; or 2) when due to physical conditions installation of overhead facilities including poles is reasonably necessary. However, when any such pre-existing above ground structures, equipment, or facilities used by Ridgeway/McCoy is removed by the owner of such facilities, Ridgeway/McCoy shall promptly remove its own equipment and facilities from the Town's right-of-way or otherwise shall install its equipment and facilities underground pursuant to this Agreement. The review of any proposed installation overhead or underground shall be made by the Town's Director of Public Works. However, installation of facilities in new subdivisions shall be required to be installed underground.

10. As partial consideration for the easement being granted herein, Ridgeway/McCoy agrees to install internet services to up to four Town buildings or offices, as designated by the Town, when the property lines are located within fifty feet (50') of Ridgeway/McCoy's transmission facilities within Town rights of way, free of charge, and to provide basic level internet service (512/384 Kbps) on a monthly basis free of charge. All services and bandwidth in excess of 512/384 Kbps shall be billed on a monthly basis at prevailing public rates and shall be paid for by the Town on a monthly basis.

11. As additional consideration for the easement being granted herein, Ridgeway/McCoy agrees to pay the Town a sum equal to \$.75 (Seventy-five cents), per residential customer per month and \$1.00, (One Dollar), per commercial customer per month. For purposes of this Agreement, the distinction between residential customers and commercial customers shall be determined by Ridgeway/McCoy consistent with its customary billing practices. Said fees shall be limited to Ridgeway/McCoy's customers located within the corporate limits of the Town. The total amount due the Town under this clause shall be payable annually within 10 days of the end of the preceding year. This fee shall not be charged for non-profit, charitable, or governmental organizations that Ridgeway/McCoy elects not to charge for regular service; accordingly, when not charged in such cases, Ridgeway/McCoy shall not pay this fee to the Town.

12. Ridgeway/McCoy agrees to keep accurate customer lists and records at its office in Buena Vista, CO. The Town shall have the right to inspect such records as it deems necessary in order to ensure that an accurate accounting of Right-of-Way fees is being kept by Ridgeway / McCoy.

13. Ridgeway/McCoy agrees to maintain at its cost all its structures, apparatus, and equipment.

14. Ridgeway/McCoy agrees that the Town shall be fully and absolutely immune from any liability for any damage occurring to any of Ridgeway/McCoy's equipment, including, but not limited to fiber-optic components, conduits, fiber-optic cable, vaults, risers, poles and other equipment or fixtures unless such damage arises from the Town's negligence or other acts or omissions of the Town.

15. Ridgeway/McCoy agrees to join the UNCC (Utility Notification Center of Colorado) as a Tier I participant for purposes of utility locates.



16. In addition to installation work, this agreement shall also be granted for purposes of allowing Ridgeway/McCoy access to any transmission facility installed pursuant to this Agreement for purposes of maintenance and repair. Any such maintenance or repair efforts undertaken by Ridgeway/McCoy shall be governed by all terms and conditions set forth in this Agreement and all applicable Town Ordinances, Rules, Regulations, Codes or other legal authority.

17. This Agreement shall be binding on the party's successors and assigns.

18. Attorneys Fees. In the event of any litigation between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled, in addition to other damages or costs, to an award of reasonable attorney fees from the other party.

19. In the event any court of competent jurisdiction declares any portion of this agreement to be void or unenforceable, the remaining terms and conditions of the Agreement shall remain in full force and effect.

20. The Town may terminate this agreement by notifying Ridgeway/McCoy, in writing, that Ridgeway/McCoy has breached any of its obligations under this agreement. Ridgeway/McCoy shall be deemed not to be in breach of this agreement if it cures the breach identified by the Town within fifteen (15) days of the Town's mailing of notice of the breach to the address set forth herein. Ridgeway/McCoy shall have the right to terminate this agreement upon thirty (30) days written notice to the Town. Such termination shall then be effective upon payment of all sums due under this agreement. In the event of a termination by any party, Ridgeway/McCoy agrees to remove all of its equipment, poles, material, wiring, cable or any other component it installed pursuant to this agreement located above ground within ninety (90) days of the date of termination. Failure to do so will render Ridgeway/McCoy liable to the Town for all expenses incurred by the Town in removing such items.

21. Any and all notices required pursuant to this Agreement shall be forwarded to the following:

- (a) The Town of Buena Vista  
P.O. Box 2002  
210 East Main Street  
Buena Vista, CO 81211
- (b) Ridgeway/McCoy Communications, Inc.  
27960 C.R. 319; P O Box 1075  
Buena Vista, CO 81211

22. This agreement contains the entire understanding and agreement between the parties with respect to the subject matter herein. There are no representations, agreements, or



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5 of 5

4/6/2006 3:54 PM  
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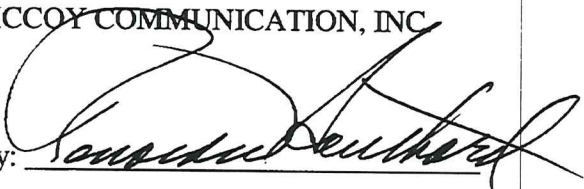
JOYCE M. RENO  
Chaffee County Clerk

220202

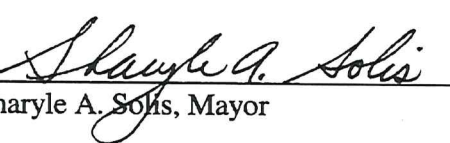
understandings between or among the parties relating to the subject matter of this Right of Way Agreement which are not fully expressed herein.

IN WITNESS THEREOF, parties hereunto set their hand this 30<sup>th</sup> day of March, 2006.

MCCOY COMMUNICATION, INC

By: 

TOWN OF BUENA VISTA

By:   
Sharyle A. Sohs, Mayor

RIDGEWAY MATRIX, INC.

By: 

ATTEST:

  
Diane Spomer, Town Clerk



DISTRICT COURT, COUNTY OF CHAFFEE, STATE OF COLORADO

Case No. 4229

IN RE THE ORGANIZATION OF BUENA VISTA SANITATION DISTRICT, CHAFFEE COUNTY, COLORADO

ORDER FOR INCLUSION OF THE BUENA VISTA SANITATION DISTRICT

THIS MATTER coming before the Court under C.R.S. § 32-1-401(1)(c)(I) and an Order of the Board of Directors of the Buena Vista Sanitation District granting a Petition for Inclusion filed with it by the Town of Buena Vista; and the Court being advised in the premises and having determined that all the procedures and requirements of C.R.S. § 32-1-401 for inclusion have been satisfied and justify including the property covered by the Petition for Inclusion in the boundaries of the Buena Vista Sanitation District,

ORDERS that the following described land be and is hereby included within the boundaries of the Buena Vista Sanitation District:

LEGAL DESCRIPTION OF THE  
CENTRAL COLORADO REGIONAL AIRPORT

ALL THAT TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER, SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 21 AND IN THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21, BEING MARKED BY AN ILLEGIBLE 3 1/2" ALUMINUM CAP;  
THENCE SOUTH 00° 01' 31" EAST, A DISTANCE OF 1,338.91 FEET TO THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 21 AND SECTION 20;  
THENCE SOUTH 88° 47' 46" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 680.77 FEET;  
THENCE SOUTH 18° 13' 31" EAST, A DISTANCE OF 1,173.74 FEET;  
THENCE SOUTH 18° 43' 41" EAST, A DISTANCE OF 887.32 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;  
THENCE SOUTH 88° 08' 04" EAST, A DISTANCE OF 12.83 FEET;  
THENCE SOUTH 00° 11' 37" WEST ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,088.18 FEET TO THE WEST SIXTEENTH CORNER BETWEEN SAID SECTION 21 AND SECTION 20;  
THENCE SOUTH 88° 51' 48" EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 708.90 FEET;  
THENCE SOUTH 18° 10' 58" EAST, A DISTANCE OF 1,882.13 FEET;  
THENCE SOUTH 00° 33' 55" WEST, A DISTANCE OF 177.48 FEET;  
THENCE SOUTH 18° 11' 32" EAST, A DISTANCE OF 2,018.28 FEET;  
THENCE SOUTH 88° 52' 28" EAST, A DISTANCE OF 501.85 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 285;  
THENCE NORTH 01° 03' 47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 537.17 FEET;  
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00° 12' 00" WEST, A DISTANCE OF 307.20 FEET;  
THENCE NORTH 18° 10' 27" WEST, A DISTANCE OF 2,848.04 FEET;  
THENCE SOUTH 78° 00' 01" EAST, A DISTANCE OF 388.18 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 285;  
THENCE NORTH 18° 31' 18" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 420.70 FEET;  
THENCE SOUTH 88° 34' 40" WEST, A DISTANCE OF 115.71 FEET;  
THENCE NORTH 28° 17' 41" WEST, A DISTANCE OF 882.80 FEET;  
THENCE NORTH 20° 18' 58" WEST, A DISTANCE OF 673.82 FEET;  
THENCE NORTH 88° 20' 53" EAST, A DISTANCE OF 110.08 FEET;  
THENCE SOUTH 24° 53' 22" EAST, A DISTANCE OF 284.57 FEET;  
THENCE SOUTH 88° 13' 25" EAST, A DISTANCE OF 188.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 24;  
THENCE NORTH 18° 22' 13" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1,302.81 FEET TO A POINT OF CURVATURE;  
THENCE NORTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 1,070.87 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 5,547.80 FEET AND A DELTA ANGLE OF 11° 03' 35" TO A POINT OF TANGENCY;  
THENCE NORTH 28° 24' 58" WEST, A DISTANCE OF 688.13 FEET;  
THENCE NORTH 28° 22' 58" WEST, A DISTANCE OF 318.46 FEET TO A POINT OF CURVATURE;  
THENCE NORTHWESTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 1,184.89 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 11,804.93 FEET AND A DELTA ANGLE OF 08° 51' 02" TO A POINT OF TANGENCY;  
THENCE NORTH 20° 31' 57" WEST, A DISTANCE OF 884.80 FEET, THIS AND THE PRECEDING 5 COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 24;  
THENCE SOUTH 72° 18' 25" WEST, A DISTANCE OF 888.42 FEET TO A POINT OF CURVATURE;  
THENCE SOUTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 388.22 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 284.29 FEET AND A DELTA ANGLE OF 71° 47' 33" TO A POINT OF TANGENCY;  
THENCE SOUTH 00° 30' 51" WEST, A DISTANCE OF 288.82 FEET;  
THENCE NORTH 88° 30' 10" WEST, A DISTANCE OF 28.83 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 237.87 ACRES, MORE OR LESS.





375760  
2 of 2

8/1/2008 8:40 AM  
ORDIN R\$11.00 D\$0.00

JOYCE M. RENO  
Chaffee County Clerk

FURTHER ORDERS that this Order shall have the legal effect set forth in C.R.S. § 32-1-402.

DONE this 27 day of June, 2008.

BY THE COURT:

*C. Barton*

District Court Judge



STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } ss

Certified to be a correct  
copy of the original  
WITNESS my hand and the Seal of said

Court this 3 July, 2008  
*Karen Prosser*  
CLERK OF THE COMBINED COURT

~~DEPUTY~~

NO CENTER PUD  
FILING

COLORADO DEPT OF CORRECTI

INATION MINOR SUB

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Colorado State Ref  
Colorado Dept of Correction

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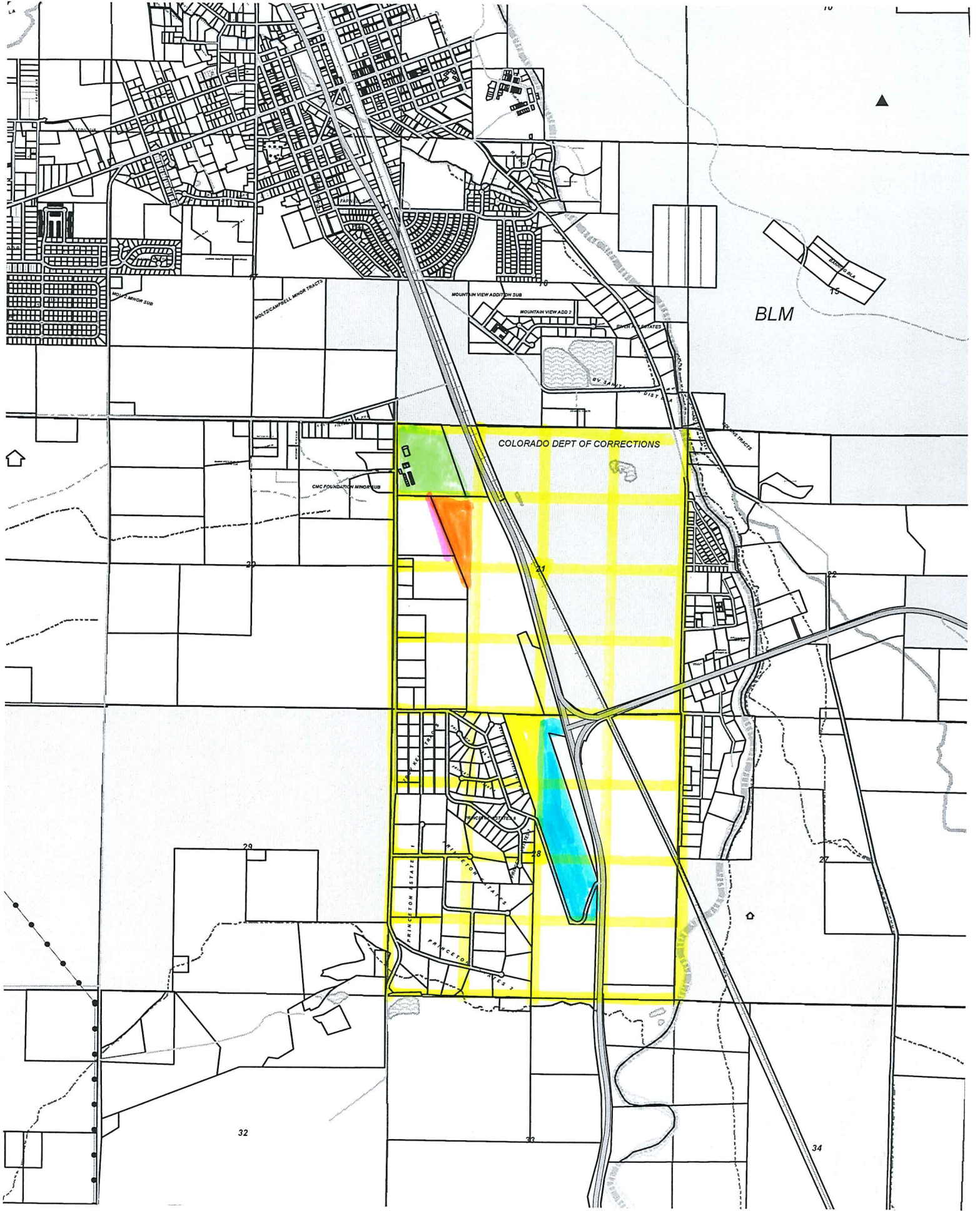
TROY KELLY

PRINCETON ESTATES 4

PRINCETON ESTATES 5

CARPENTER INDUSTRIAL AIR PARK

CO



COLORADO DEPT OF CORRECTIONS

BLM

CMC FOUNDATION MINOR SUB

MOUNTAIN VIEW ADDITION SUB

MOUNTAIN VIEW ADD 2

PRINCETON ESTATE I

PRINCETON ESTATE II

PRINCETON ESTATE III

PRINCETON ESTATE IV

PRINCETON ESTATE V

PRINCETON ESTATE VI

PRINCETON ESTATE VII

PRINCETON ESTATE VIII

PRINCETON ESTATE IX

PRINCETON ESTATE X

PRINCETON ESTATE XI

PRINCETON ESTATE XII

PRINCETON ESTATE XIII

PRINCETON ESTATE XIV

PRINCETON ESTATE XV

PRINCETON ESTATE XVI

PRINCETON ESTATE XVII

PRINCETON ESTATE XVIII

PRINCETON ESTATE XIX

PRINCETON ESTATE XX

PRINCETON ESTATE XXI

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PRINCETON ESTATE XXX

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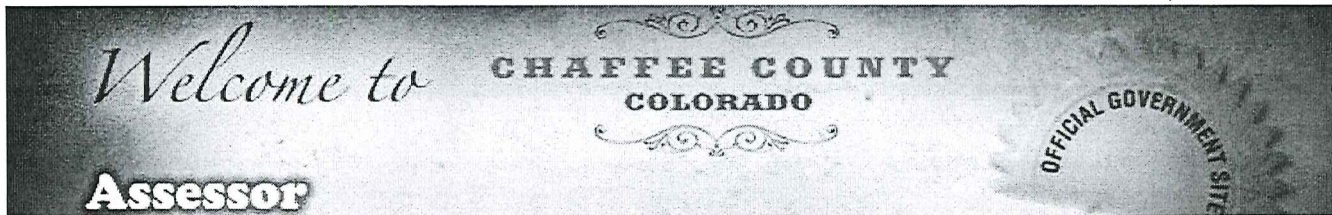
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|                                      |                                 |                             |                                   |  |                              |
|--------------------------------------|---------------------------------|-----------------------------|-----------------------------------|--|------------------------------|
| <a href="#">Recent Sales in Area</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Field Definitions</a> | <a href="#">Return to Main Search Page</a> | <a href="#">Chaffee Home</a> |
|--------------------------------------|---------------------------------|-----------------------------|-----------------------------------|--|------------------------------|

**Owner and Parcel Information**

|                          |                                     |                          |   |
|--------------------------|-------------------------------------|--------------------------|---|
| <b>Owner Name</b>        |                                     | <b>Today's Date</b>      | September 10, 2015                      |
| <b>Mailing Address</b>   |                                     | <b>Parcel Number</b>     | 327121200015 (Account #: R327121200015) |
|                          |                                     | <b>Tax District</b>      | District 02                             |
| <b>Location Address</b>  |                                     | <b>2014 Millage Rate</b> | 52.511                                  |
| <b>Legal Description</b> | TRACT IN NW4 SW4 & SW4 NW4 21-14-78 | <b>Acres</b>             | 16.1                                    |
| <b>Property Class</b>    |                                     | <b>Parcel Map</b>        | <a href="#">Show Parcel Maps</a>        |
| <b>Subdivision</b>       |                                     | <b>Neighborhood</b>      | ()                                      |
| <b>Building Photos</b>   | NA                                  | <b>Building Sketches</b> | NA                                      |

**2015 Tax Year Value Information**

| Land Value | Building Value | Total Value | Assessed Value | 2015 Estimated Total Taxes |
|------------|----------------|-------------|----------------|----------------------------|
| \$175,056  | \$0            | \$0         | \$0            | \$0.00                     |

**Improvement Information**

No Improvement Information

**Land Information**

| Description         | Acres | Square Footage | Value      |
|---------------------|-------|----------------|------------|
| Exempt-Town/Non-Res | 16.10 | 701,316.0      | \$ 175,056 |

**Sale Information**

| Sale Date | Sale Price | Instrument | Reception Number | Vacant or Improved | Grantor | Grantee |
|-----------|------------|------------|------------------|--------------------|---------|---------|
|-----------|------------|------------|------------------|--------------------|---------|---------|

No Sales Information available for this parcel

|                                      |                                 |                             |                                   |  |                              |
|--------------------------------------|---------------------------------|-----------------------------|-----------------------------------|--|------------------------------|
| <a href="#">Recent Sales in Area</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Field Definitions</a> | <a href="#">Return to Main Search Page</a> | <a href="#">Chaffee Home</a> |
|--------------------------------------|---------------------------------|-----------------------------|-----------------------------------|--|------------------------------|

The Chaffee County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Data is subject to constant change and its accuracy and completeness cannot be guaranteed. Website Updated: September 6, 2015

© 2011 by the County of Chaffee, CO | Website design by [qpublic.net](http://qpublic.net)

**CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE**

Date: March 10, 2016  
To: Brandy Reitter, Town Administration  
Town of Buena Vista  
Re: Parcel 1, 12B, and Pt 12 (Central Colorado Regional Airport Searches)

This is to certify that an examination has been done of the records in the Chaffee County Clerk and Recorder's Office on March 7, 2016 at 7:45AM pertaining to the property, which is described as follows:

**A portion of the property described in Easement Deed and Agreement recorded August 26, 1983 in Book 459 at Page 266.**

**NOTE: May require a survey to determine exact legal description**

The title of this property is vested in *State of Colorado*

**ENCUMBRANCES:**

*Terms and conditions set forth in Easement Deed and Agreement recorded August 26, 1983 in Book 459 at Page 266.*

*Ordinance No. 2 (Series of 2000) recorded August 15, 2000 as Reception No. 312747. (copy attached to Parcel 2 search)*

*Ordinance No. 2 (Series of 2000) recorded September 13, 2000 as Reception No. 313352. (copy attached to Parcel 2 search)*


*Ordinance No. 2 (Series of 2000) recorded September 5, 2001 as Reception No. 320384. (copy attached to Parcel 2 search)*

*Right of way Agreement recorded April 6, 2006 as Reception No. 357655. (copy attached to Parcel 2 search)*

*The effect of Order of Inclusion of the Buena Vista Sanitation District recorded August 1, 2008 as Reception No. 375760. (copy attached to Parcel 2 search)*

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**

  
\_\_\_\_\_  
Brett Eakins/Examiner

Easement  
to BV

223269  
FILED FOR RECORD 8:00 O'CLOCK A.M. AUG 2 5 1983 MARY ELLEN BELMAR, CHAFFEE COUNTY REDORDER 500P 459 PAGE 266

EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT, dated as of this 2<sup>nd</sup> day of August, 1967, by and between the COLORADO STATE REFORMATORY, hereinafter called "Reformatory", and the TOWN OF BUENA VISTA, hereinafter called "Town"; and

WHEREAS, the Town is a municipal corporation of the State of Colorado, and is desirous of providing airport facilities for the use and benefit of the residents of the Town; and

WHEREAS, the Reformatory has a need for airport facilities in the vicinity of the present location of the Reformatory; and

WHEREAS, the Reformatory owns certain real property which is feasibly situated for the development of an airport; and

WHEREAS, both the Town and the Reformatory are desirous of cooperating in providing airport facilities on the terms and conditions hereinbelow set forth.

NOW THEREFORE, in consideration of the promises and agreements herein contained, the Reformatory hereby sells, conveys and grants unto the Town an easement and right-of-way over, across and through the following described lands situated in Chaffee County, Colorado, for the uses and purposes and upon the terms hereinafter set forth:

A tract of land located in the East 1/2 of the West 1/2 and in the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 14 South, Range 78 West of the 6th Principal Meridian, being described as follows:

Beginning at the South 1/4 corner of said Section 21; thence North 88° 43' East 303.3 feet; thence North 25° 17' West 952.6 feet; thence North 20° 19' West 1649.3 feet; thence North 18° 57' West 597.0 feet; thence North 24° 08' West 862.6 feet to the intersection of centerline of the access road; thence continuing North 24° 08' West 300.9 feet to the west boundary of the East 1/2 of the West 1/2 of said Section 21; thence along said boundary South 0° 28' East 4020.9 feet more or less to the South line of said Section 21; thence South 89° 06' East along said Section line 929.3 feet more or less to the point of beginning; containing 73.6 acres more or less.

Together with an easement for access road purposes over a road, the centerline of which begins at the above

mentioned access road intersection point and extends North 39° 38' East 506.7 feet more or less to U.S. Highway No. 24, said access road being 30.0 feet on each side of above described centerline.

Directions were determined by solar observation.

This easement and right-of-way is for the purpose of granting the Town the right to construct, inspect, maintain and operate an airport.

As further consideration for the easement, the Town hereby agrees as follows:

1. To hold and save the Reformatory harmless from any and all damage arising from the Town's use of the right, easement and right-of-way herein granted, and the Town agrees to pay any damages or damage which may arise to the property, premises or rights of the Reformatory through the Town's use, occupation and possession of the rights herein granted.
2. To allow the Reformatory to use the subject easement herein granted for airport purposes at all times without further fee or charge subject to the condition, however, that the Reformatory agrees to obey and abide by all reasonable rules and regulations adopted or promulgated by the Town in connection with the subject airport.
3. To promptly enter into a program for the development and improvement of the airport and to do all things reasonably necessary to accomplish this end. The Town agrees to be responsible for said development and agrees that its program shall be in accordance with the rules and regulations and standards of the Federal Aviation Agency.
4. In the event the Town no longer uses or ceases to use the property herein granted for airport purposes for a period of one year or more, then the subject easement herein granted shall without further act or deed revert to the Reformatory. In this situation and to this end the Town agrees to execute any necessary agreements or deeds requested by the Reformatory to effectively terminate this easement and reconvey the rights herein granted.

In addition to the above provisions, it is mutually agreed between the Reformatory and the Town as follows:

1. The Reformatory agrees to provide at its expense a Federal Aviation Agency approved radio communications system to service the airport. It is understood that the Reformatory shall be responsible for the maintenance, upkeep and operation of this

223269

BOOK 459 PAGE 268

radio communications system and shall provide the necessary personnel in connection therewith. All equipment and property provided by the Reformatory in connection with this provision shall remain the sole and separate property of the Reformatory during the existence of this easement and after the termination thereof.

2. The Reformatory agrees to cooperate with the Town in connection with maintaining the airport facilities, and to that end both parties agree to work toward arriving at an equitable formula to determine the respective responsibility of each party towards the airport's upkeep and maintenance. In arriving at this formula, the percentage of use of the Reformatory compared to the percentage of use of all other parties shall be considered in arriving at the agreed percentage or cost figure.

3. Both the Reformatory and the Town agree to cooperate in obtaining additional county, state and federal support and aid toward the subject airport facility.

4. It is understood that the Town shall not transfer or assign its interest in the subject easement without first obtaining the written consent of the Reformatory.

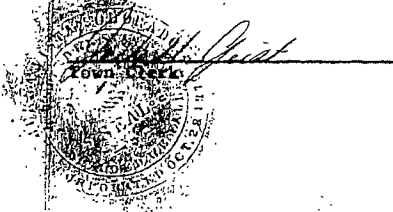
5. It is understood and agreed that the actual operation of the airport facility shall be under the direction and control of the Town, except as herein provided, and that the Town will adopt and promulgate rules and regulations concerning its operation.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

TOWN OF BUENA VISTA

By Norman J. Kunder  
Mayor

ATTEST:



COLORADO STATE REFORMATORY

By Wardens Zumbalay  
Warden

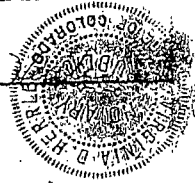


STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me by Norman S. Knudsen as Mayor, and attested by Jack Geist as Town Clerk of the Town of Buena Vista, this 8th day of August, 1967.

Witness my hand and seal.  
My commission expires July 31, 1968

Virginia D.  
Notary Public

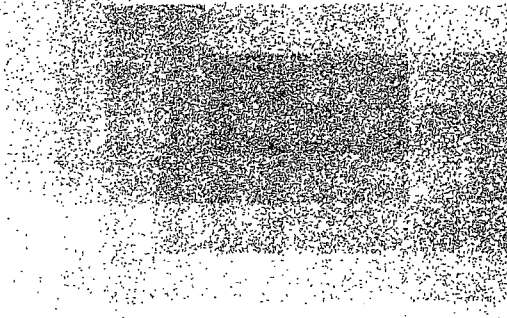
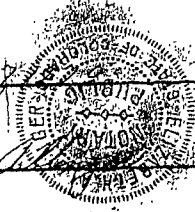


STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me by C. Monte Jandley as Warden of the Colorado State Reformatory, this 2nd day of August, 1967.

Witness my hand and seal.  
My commission expires March 17, 1968

Edw. J. ...  
Notary Public



**CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE**

Date: March 10, 2016  
To: Brandy Reitter, Town Administration  
Town of Buena Vista  
Re: Parcel 5 (Central Colorado Regional Airport Searches)

This is to certify that an examination has been done of the records in the Chaffee County Clerk and Recorder's Office on March 7, 2016 at 7:45AM pertaining to the property, which is described as follows:

**See Deed recorded September 1, 1983 in Book 459 at Page 439.**

The title of this property is vested in *Town of Buena Vista, Colorado*, by virtue of a Quit Claim Deed recorded September 1, 1983 in Book 459 at Page 439.

**ENCUMBRANCES:**

*Ordinance No. 2 (Series of 2000) recorded August 15, 2000 as Reception No. 312747. (copy attached to Parcel 2 search)*

*Ordinance No. 2 (Series of 2000) recorded September 13, 2000 as Reception No. 313352. (copy attached to Parcel 2 search)*

*Ordinance No. 2 (Series of 2000) recorded September 5, 2001 as Reception No. 320384. (copy attached to Parcel 2 search)*

*Right of way Agreement recorded April 6, 2006 as Reception No. 357655. (copy attached to Parcel 2 search)*

*The effect of Order of Inclusion of the Buena Vista Sanitation District recorded August 1, 2008 as Reception No. 375760. (copy attached to Parcel 2 search)*

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**



**Brett Eakins/Examiner**

Recorded at 8:00 o'clock A M. SEP 1 1983

Reception No. 223425

MARY ELLEN BELMAR 800K 459 PAGE 439  
CHAFFEE COUNTY RECORDER Recorder.

LOUISE W. STEEL

whose address is

County of Chaffee, and State of

Colorado, for the consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

~~in hand~~, in hand paid,

hereby sell(s) and quit claim(s) to TOWN OF BUENA VISTA,  
COLORADO

whose address is P. O. Box 2002, Buena Vista,

County of Chaffee, and State of Colorado, the following real

property, in the County of Chaffee, and State of Colorado, to wit:

See the attached Exhibit "A" which is incorporated herein by reference.

State Documentary Fee

Date SEP 1 1983

\$ Correction

(5)  
Fee

THIS IS A CORRECTIVE DEED RECORDED TO CORRECT THE LEGAL DESCRIPTION CONTAINED IN THAT CERTAIN DEED BETWEEN THE PARTIES RECORDED IN BOOK 455 AT PAGE 682 OF THE RECORDS OF CHAFFEE COUNTY, COLORADO

\*and re-take the subject property.

also known as street and number

with all its appurtenances; provided, however, that if such property shall cease being used for purposes related to the operation of a public airport the Grantor or her heirs shall have the right to re-enter\*

Signed this 31st day of August, 1983

LOUISE W. STEEL

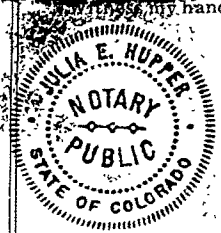
*Louise W. Steel*

STATE OF COLORADO,

County of Chaffee } ss.

The foregoing instrument was acknowledged before me this 31st day of August, 1983, by LOUISE W. STEEL.

My commission expires 3/10/84  
in my hand and official seal



*Julia E. Hupper*  
Notary Public

210 East Main  
Address  
Buena Vista, Co 81211

223425

BOOK 459 PAGE 440

**EXHIBIT A**

A Tract of Land located in the West 1/2 of the East 1/2 of Section 28, Township 14 South, Range 78 West of the 6th Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at the North 1/4 corner of said Section 28; Thence North  $88^{\circ}35'35''$  East 419.09 feet to the Westerly right-of-way boundary of U.S. Highway No. 285;

Thence along said right-of-way boundary South  $15^{\circ}38'59''$  East 420.19 feet;

Thence leaving said right-of-way boundary North  $78^{\circ}06'02''$  West 318.08 feet;

Thence South  $19^{\circ}17'55''$  East 2845.21 feet to the said Westerly highway right-of-way boundary;

Thence along said Westerly highway boundary South  $0^{\circ}18'05''$  East 307.16 feet to a brass capped right-of-way marker at equation station 219+76.0 N and 219+64.3 S;

Thence South  $0^{\circ}53'29''$  West 537.0 feet;

Thence due West leaving said highway boundary 502.94 feet;

Thence North  $19^{\circ}17'55''$  West 2019.34 feet to the said West boundary of the Northwest 1/4;

Thence North  $0^{\circ}27'35''$  East 1952.35 feet to the said North 1/4 corner, the point of beginning, containing 55.33 Acres.

Directions are based upon a bearing of North  $88^{\circ}35'35''$  East between the North 1/4 corner and the Northeast corner of Section 2, Township 14 South, Range 78 West, 6th P.M.

**CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE**

Date: March 10, 2016  
To: Brandy Reitter, Town Administration  
Town of Buena Vista  
Re: Parcel 6 (Central Colorado Regional Airport Searches)

This is to certify that an examination has been done of the records in the Chaffee County Clerk and Recorder's Office on March 7, 2016 at 7:45AM pertaining to the property, which is described as follows:

**See Deed recorded March 21, 1984 in Book 464 at Page 9**

The title of this property is vested in *Town of Buena Vista, Colorado*, by virtue of a Quit Claim Deed recorded March 21, 1984 in Book 464 at Page 9.

**ENCUMBRANCES:**

*Reservation of access 100 feet in width from the adjoining property as set forth in Deed recorded March 21, 1984 in Book 464 at Page 9.*

*Ordinance No. 2 (Series of 2000) recorded August 15, 2000 as Reception No. 312747. (copy attached to Parcel 2 search)*

*Ordinance No. 2 (Series of 2000) recorded September 13, 2000 as Reception No. 313352. (copy attached to Parcel 2 search)*

*Ordinance No. 2 (Series of 2000) recorded September 5, 2001 as Reception No. 320384. (copy attached to Parcel 2 search)*

*Right of way Agreement recorded April 6, 2006 as Reception No. 357655. (copy attached to Parcel 2 search)*

*The effect of Order of Inclusion of the Buena Vista Sanitation District recorded August 1, 2008 as Reception No. 375760. (copy attached to Parcel 2 search)*

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**



Brett Eakins/Examiner

KELLY RANCH, a Colorado general partnership whose address is

County of Chaffee, and State of

Colorado, for the consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION ~~in hand paid~~

hereby sell(s) and quit claim(s) to TOWN OF BUENA VISTA, COLORADO whose address is P. O. Box 2002, Buena Vista,

County of Chaffee, and State of Colorado, the following real property, in the County of Chaffee, and State of Colorado, to wit:

See the attached Exhibit "A" which is incorporated herein by reference.

State Documentary Fee  
Date MAR 21 1984  
\$ - 0 -

*See reservation for access*

*6*  
*fee*

also known as street and number with all its appurtenances.

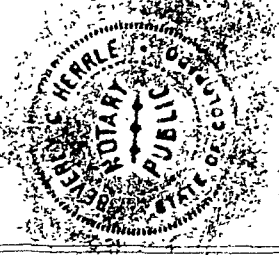
Signed this *20* day of *Dec*, 1983

KELLY RANCH, a Colorado general partnership  
By: *William T. Kelly, Sr.* Partner  
*William Troy Kelly, Jr.* a/k/a William T. Kelly, Jr. Partner  
*Bryce McLellan Kelly* Partner

*Betty Nan Pugh*  
Betty Nan Pugh, Partner  
*Mary E. Kelly*  
Mary E. Kelly, Partner  
STATE OF COLORADO,  
County of Chaffee } ss.

The foregoing instrument was acknowledged before me this *20* day of *Dec*, 1983, by William T. Kelly, Sr. William Troy Kelly, Jr., a/k/a William T. Kelly, Jr., Bryce McLellan Kelly, Betty Nan Pugh, Mary E. Kelly, Partners of KELLY RANCH, a Colorado general partnership.

My commission expires *9-4-87*  
Witness my hand and official seal



*Beverly S. Hinkle*  
Notary Public  
*Box 210 Buena Vista Co.*  
Address *81211*

## EXHIBIT A

A Tract of Land located in the Northwest 1/4 of Section 28, Township 14 South, Range 78 West of the Sixth Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at the North 1/4 corner of said Section 28;

Thence South  $0^{\circ}27'35''$  East along the East boundary of the said Northwest 1/4 a distance of 1774.87 feet;

Thence North  $19^{\circ}17'55''$  West 1892.37 feet more or less to the North line of said Section 28;

Thence Easterly (South  $88^{\circ}59'41''$  East) along the North line of said Section 28 a distance of 639.75 feet more or less to the point of beginning, containing 13.033 Acres, more or less.

Directions are based upon a bearing of North  $88^{\circ}35'35''$  East between the North 1/4 corner and the Northeast corner of Section 28, Township 14 South, Range 78 West, 6th P.M.

Reserving unto grantors access 100 feet in width from the adjoining property owned by grantors to the tract herein conveyed.

## CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE

Date: March 10, 2016  
To: Brandy Reitter, Town Administration  
Town of Buena Vista  
Re: Parcel 8 (Central Colorado Regional Airport Searches)

This is to certify that an examination has been done of the records in the Chaffee County Clerk and Recorder's Office on March 7, 2016 at 7:45AM pertaining to the property, which is described as follows:

Lots No. 3, 4, 5, 6, 7, 10, and Roads  
CARPENTER INDUSTRIAL AIR PARK  
per Plat recorded November 20, 2001 as Reception No. 322101  
AND  
Lot 8-R  
CARPENTER INDUSTRIAL AIR PARK  
per Plat recorded August 15, 2012 as Reception No. 401735  
AND  
Aircraft Taxiway  
CARPENTER INDUSTRIAL AIRPARK  
per Plat Amendment of Lots 11 and 12 recorded July 16, 2015 as Reception No. 421258  
Chaffee County, Colorado

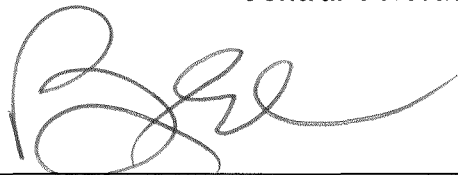
The title of this property is vested in *Town of Buena Vista, a Colorado municipality*, by virtue of a Warranty Deed recorded July 29, 2015 as Reception No. 421495.

### ENCUMBRANCES:

*See attached Schedule B-II, Title Commitment No. 15-01973*

This Certificate is not to be construed as an abstract of title or a policy of title insurance and the liability therein is limited to the amount of the fee paid for the Certificate.

***First American Title Insurance Company***  
**Central Colorado Title & Escrow, Inc.**



---

Brett Eakins/Examiner



\*421495\*

421495 7/29/2015 1:33 PM WD  
Lori Mitchell Chaffee Cnty

Lori Mitchell  
Chaffee Cnty

|                         |
|-------------------------|
| State Documentary Fee   |
| Date <b>JUL 29 2015</b> |
| \$ <u>49.10</u>         |
| JUL 29 '15 PM 1:33      |

WARRANTY DEED

THIS DEED is dated July 27, 2015, and is made between Maurice F. Carpenter (whether one, or more than one), the "Grantor", of the County of Chaffee and State of Colorado, and Town of Buena Vista, a Colorado municipality (whether one, or more than one), the "Grantee," whose legal address is PO Box 2002, Buena Vista, Colorado 81211 of the County of Chaffee, State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of FOUR HUNDRED NINETY-ONE THOUSAND AND NO/100 Dollars (\$491,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Chaffee and State of Colorado, described as follows:

Lots No. 3, 4, 5, 6, 7, 10, and Roads  
 CARPENTER INDUSTRIAL AIR PARK  
 per Plat recorded November 20, 2001 as Reception No. 322101  
 AND  
 Lot 8-R  
 CARPENTER INDUSTRIAL AIR PARK  
 per Plat recorded August 15, 2012 as Reception No. 401735  
 AND  
 Aircraft Taxiway  
 CARPENTER INDUSTRIAL AIRPARK  
 per Plat Amendment of Lots 11 and 12 recorded July 16, 2015 as Reception No. 421258  
 Chaffee County, Colorado

also known by street address as: LOT 3, 4, 5, 6, 7, 8-R, 10, TAXIWAY and ROADS  
 in, CARPENTER INDUSTRIAL AIR PARK, Buena Vista, CO 81211  
 and assessor's schedule or parcel no.: 327128200062, 327128200063,  
 327128200064, 327128200065, 327128200066,  
 327128200067, 327128200069, 327128200075 and  
 327128200074

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees and the Grantees' heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:  none; or  the following matters:

\*421495\*

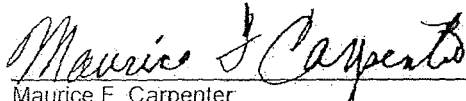
421495 7-29-2015 1:33 PM WD  
2 of 2 RS15 DS49.10 NS0 SS1 MS0 ES0

Lori Mitchell  
Chaffee Cnty

*General taxes for the year 2015 and subsequent years, and those items accepted by Grantee pursuant to the Contract to Buy and Sell Real Estate between Grantor and Grantee with respect to the premises above described, specifically including all matters excluded or excepted pursuant to the Title Commitment issued by First American Title Insurance Company as Commitment Number 15-01973.*

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantees and the heirs and assigns of the Grantees, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

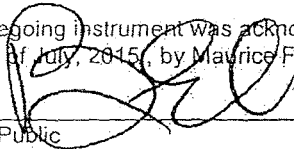
  
Maurice F. Carpenter

STATE OF Colorado

ss.

COUNTY OF Chaffee

The foregoing instrument was acknowledged, subscribed and sworn to before me this the 27th of July, 2015, by Maurice F. Carpenter.


  
Notary Public

BRETT EAKINS  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires: \_\_\_\_\_

My Commission Expires 5/17/2016

\_\_\_\_\_  
Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.), if applicable

|   |   |
|---|---|
| <br><b>First American Title™</b> | <b>Title Insurance Commitment</b>   |
|   | <small>ISSUED BY</small><br><b>First American Title Insurance Company</b> |
| <b>Schedule BII</b>   |   |

File No.: 15-01973

**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests, or claims that are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of the persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Court hereby granted, as provided by law, in U.S. Patent issued July 30, 1896 and recorded June 4, 1900 in Book 115 at Page 152.
8. Easements, reservations, or restrictions as contained on the Plat of Carpenter Industrial Air Park, recorded November 20, 2001 as Reception No. 322101.
9. Terms and conditions set forth in Easement recorded January 16, 2003 as Reception No. 331886 (affects Lot No. 3).
10. Covenants, conditions, and restrictions as contained in the Declaration of same recorded June 25, 2002 as Reception No. 327077, and First Amendment thereto recorded December 21, 2012 as Reception No. 404188.
11. The effect, if any, of Resolution BOR 2012-01, recorded November 6, 2012 as Reception No. 403333 (affects Lot No. 8-R).
12. Dedications, notes, covenants and easements set forth on the Plat of Lot 8-R, Carpenter Industrial Park, a Boundary Line Adjustment Eliminating the Lot Line Between Lots 8 and 9 of Carpenter Industrial Park, recorded August 15, 2012 as Reception No. 401735. (Affects Lot No. 8-R)

## SCHEDULE BII

(Continued)

13. NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
  - a) Mountain Bell Telephone Company - filed October 2, 1981, Reception No. 211211;
  - b) Public Service Company of Colorado - filed November 2, 1981, Reception No. 211929;
  - c) Western Slope Gas Company - December 11, 1981, Reception No. 212569 and filed May 24, 1985, Reception No. 234357; (Company name amended to "Western Gas Supply Company" by certificates recorded June 27, 1988 in Book 497 at Page 103); merged with Public Service Company of Colorado per instrument recorded January 25, 1993 in Book 531 at Page 694.
  - d) Greeley Gas Company - filed November 18, 1981, at Reception No. 212196.
  - e) Letter from Utility Notification Center of Colorado disclosing local facilities access through "One Call System" recorded September 14, 1988 in Book 498 at Page 950.
14. Any easement or right of way as may have been acquired by Sangre de Cristo Electric Association within the subject property.
15. Any existing leases or tenancies.
16. Dedications, notes, covenants and easements set forth on the Plat Amendment of Lots 11 and 12 of Carpenter Industrial Airpark recorded July 16, 2015 as Reception No. 421258.
17. Dedications, notes, covenants and easements set forth on the Land Survey Plat prepared by Henderson Land Surveying Co. Inc., Drawing No. L-15-30, dated June 29, 2015.



# **FEDERAL AVIATION ADMINISTRATION**

# **EXHIBIT A SUPPORTING DOCUMENTS**



JOHN A. LOVE  
GOVERNOR

DAVID A. HAMIL  
DIRECTOR

DEPARTMENT OF INSTITUTIONS

HARRY C. TINSLEY  
CHIEF

DIVISION OF CORRECTIONS

**COLORADO STATE REFORMATORY**  
BOX R  
**Buena Vista, Colorado 81211**

C. WINSTON TANKSLEY  
WARDEN

October 23, 1968

*Return* →

|      | SIG.   | A |
|------|--------|---|
| 600  | H.T.K. |   |
| 600A |        |   |
| 601  |        |   |
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| 660  |        |   |
| 660A |        |   |
| 661  |        |   |
| 662  |        |   |

**ADMINISTRATIVE STAFF**

- HARRY KAPLAN  
DEPUTY WARDEN
- MATT J. SAVOREN  
WARDEN'S ASSISTANT
- FLOYD C. BECK  
MAINTENANCE SUPERVISOR
- RAYMOND N. BRIGHT  
HONOR CAMP SUPERVISOR
- PHILLIP R. DE LUCA  
BUSINESS MANAGER
- JOHN T. EVANS  
VOCATIONAL SUPERVISOR
- ROBERT A. Mc GOWAN  
STAFF PHYSICIAN
- EDGAR N. SAMPSON  
TREATMENT SUPERVISOR
- CARL A. SCHUTZ  
SECURITY SUPERVISOR

Department of Transportation  
Federal Aviation Administration  
Denver Area Office  
10255 East 25th Ave.,  
Aurora, Colorado 80010

Attn: Mr. H. T. Kimbell  
Chief, Airports Branch Den.-600

Dear Mr. Kimbell:

I am sending you a copy of our Easement Deed and Agreement to clarify the ownership of the Buena Vista Airport for your official records. When we entered into this agreement it was decided to change the name from Schuette Field to the Buena Vista Airport. We do not have a resolution covering this action.

Please let me know if I can be of further assistance in this matter.

Very truly yours,

*Harry Kaplan*  
Harry Kaplan  
Deputy Warden

HK:em

EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT, dated as of this 27<sup>th</sup> day of August, 1967, by and between the COLORADO STATE REFORMATORY, hereinafter called "Reformatory", and the TOWN OF BUENA VISTA, hereinafter called "Town"; and

WHEREAS, the Town is a municipal corporation of the State of Colorado, and is desirous of providing airport facilities for the use and benefit of the residents of the Town; and

WHEREAS, the Reformatory has a need for airport facilities in the vicinity of the present location of the Reformatory; and

WHEREAS, the Reformatory owns certain real property which is feasibly situated for the development of an airport; and

WHEREAS, both the Town and the Reformatory are desirous of cooperating in providing airport facilities on the terms and conditions hereinbelow set forth.

NOW THEREFORE, in consideration of the promises and agreements herein contained, the Reformatory hereby sells, conveys and grants unto the Town an easement and right-of-way over, across and through the following described lands situated in Chaffee County, Colorado, for the uses and purposes and upon the terms hereinafter set forth:

A tract of land located in the East 1/2 of the West 1/2 and in the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 14 South, Range 78 West of the 6th Principal Meridian, being described as follows:

Beginning at the South 1/4 corner of said Section 21; thence North 88° 43' East 303.3 feet; thence North 25° 17' West 952.6 feet; thence North 20° 19' West 1649.3 feet; thence North 18° 57' West 597.0 feet; thence North 24° 08' West 862.6 feet to the intersection of centerline of the access road; thence continuing North 24° 08' West 300.9 feet to the west boundary of the East 1/2 of the West 1/2 of said Section 21; thence along said boundary South 0° 28' East 4020.9 feet more or less to the South line of said Section 21; thence South 89° 06' East along said Section line 929.3 feet more or less to the point of beginning; containing 73.6 acres more or less.

Together with an easement for access road purposes over a road, the centerline of which begins at the above

mentioned access road intersection point and extends North 39° 38' East 506.7 feet more or less to U.S. Highway No. 24, said access road being 30.0 feet on each side of above described centerline.

Directions were determined by solar observation.

This easement and right-of-way is for the purpose of granting the Town the right to construct, inspect, maintain and operate an airport.

As further consideration for the easement, the Town hereby agrees as follows:

1. To hold and save the Reformatory harmless from any and all damage arising from the Town's use of the right, easement and right-of-way herein granted, and the Town agrees to pay any damages or damage which may arise to the property, premises or rights of the Reformatory through the Town's use, occupation and possession of the rights herein granted.

2. To allow the Reformatory to use the subject easement herein granted for airport purposes at all times without further fee or charge subject to the condition, however, that the Reformatory agrees to obey and abide by all reasonable rules and regulations adopted or promulgated by the Town in connection with the subject airport.

3. To promptly enter into a program for the development and improvement of the airport and to do all things reasonably necessary to accomplish this end. The Town agrees to be responsible for said development and agrees that its program shall be in accordance with the rules and regulations and standards of the Federal Aviation Agency.

4. In the event the Town no longer uses or ceases to use the property herein granted for airport purposes for a period of one year or more, then the subject easement herein granted shall without further act or deed revert to the Reformatory. In this situation and to this end the Town agrees to execute any necessary agreements or deeds requested by the Reformatory to effectively terminate this easement and reconvey the rights herein granted.

In addition to the above provisions, it is mutually agreed between the Reformatory and the Town as follows:

1. The Reformatory agrees to provide at its expense a Federal Aviation Agency approved radio communications system to service the airport. It is understood that the Reformatory shall be responsible for the maintenance, upkeep and operation of this



radio communications system and shall provide the necessary personnel in connection therewith. All equipment and property provided by the Reformatory in connection with this provision shall remain the sole and separate property of the Reformatory during the existence of this easement and after the termination thereof.

2. The Reformatory agrees to cooperate with the Town in connection with maintaining the airport facilities, and to that end both parties agree to work toward arriving at an equitable formula to determine the respective responsibility of each party towards the airport's upkeep and maintenance. In arriving at this formula, the percentage of use of the Reformatory compared to the percentage of use of all other parties shall be considered in arriving at the agreed percentage or cost figure.

3. Both the Reformatory and the Town agree to cooperate in obtaining additional county, state and federal support and aid toward the subject airport facility.

4. It is understood that the Town shall not transfer or assign its interest in the subject easement without first obtaining the written consent of the Reformatory.

5. It is understood and agreed that the actual operation of the airport facility shall be under the direction and control of the Town, except as herein provided, and that the Town will adopt and promulgate rules and regulations concerning its operation.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

TOWN OF BUENA VISTA

By Norman L. Kuehn  
Mayor

ATTEST:

Jedell Gust  
Town Clerk

COLORADO STATE REFORMATORY

By Winston Zuckley  
Warden

STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me by Norman S. Knudsen as Mayor, and attested by Jack Geist as Town Clerk of the Town of Buena Vista, this 8th day of August, 1967.

Witness my hand and seal.  
My commission expires

July 31, 1968

Virginia D. Steele  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me by C. Winston Tankersley as Warden of the Colorado State Reformatory, this 2nd day of August, 1967.

Witness my hand and seal.  
My commission expires

March 17, 1970

Elizabeth Higgins  
Notary Public

DOCUMENTATION RE: CHESMORE/PARCEL 3 EXCHANGE

ALPERSTEIN & COVELL, P.C.  
ATTORNEYS AT LAW

DONALD W. ALPERSTEIN  
CYNTHIA F. COVELL  
EDWARD M. CASWALL

2350 COLORADO STATE BANK BUILDING  
1600 BROADWAY, DENVER, COLORADO 80202-4923

TELEPHONE  
(303) 894-8191  
FAX  
(303) 861-0420

SCOTT A. CLARK

July 5, 2000

James Weides  
Isbill Division, Raytheon Infrastructure, Inc.  
5555 Greenwood Plaza Blvd.  
Englewood, CO 80111

*VIA FEDERAL EXPRESS*

RE: *Town of Buena Vista - Airport Land Exchange*

Dear Jim:

Per our discussion earlier today, enclosed please find the Certificate of Title letter from the Town of Buena Vista, regarding the Airport Parcel No. 3, with a copy of the quitclaim deed from the State attached. The title commitment is not attached because I do not yet have the correct version, but hope to get it in the next couple of days. The deed was recorded on July 3, 2000 at Reception No. 312044 in the records of Chaffee County, Colorado. While I do not have a copy of the deed for the parcel transferred by the town to DOW, I can provide the recording information for same, to wit, Reception No. 312043. I understand that this information is sufficient to allow you to begin the request for reimbursement to be submitted to the FAA. I know that you and the town both wish to get this reimbursement request completed as soon as possible.

As soon as we get the correct title commitment, we will forward it to you so you can attach it and forward the reimbursement request to Patti Black at Buena Vista by overnight delivery. (I am told UPS arrives earlier in the day than Fed Ex, so it would be preferable to use UPS.) Patti can then get it signed and returned to you by overnight delivery. Chris Schaffer has told Cindy Covell that as soon as he receives the certificate of title, the deed with recording information, and the request for reimbursement, the FAA can fund the reimbursement. Chris will be out the rest of this week, but his supervisor, Nance Early (303-342-1253), can assist if needed.

Thank you very much

Sincerely yours,



Edward M. Caswall  
Town Attorney

EMC/ben  
Enclosures  
cc: J. L'Estrange, Town Administrator

CERTIFICATE OF TITLE

Alan E. Wiechmann, Manager  
Federal Aviation Administration  
Denver Airports District Office  
26805 East 68<sup>th</sup> Avenue, Suite 224  
Denver, Colorado 80249-6361

Dear Mr. Wiechmann:

The Town of Buena Vista (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of Title 49, U.S.C., Subtitle VII, Part B (P.L. 103-272, as amended), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor under the terms and conditions of a Grant Agreement with the Federal Aviation Administration, Federal Project No. 3-08-0082-05.

In the opinion of Edward M. Caswall, Attorney for the Sponsor, the Sponsor has legal title to the property interest and, as shown on the Exhibit "A" as of the time and date stated in the title documents, has adequate title to satisfy local laws and ordinances:

|  |  |
|--|--|
| <u>Parcel Number (Per Exhibit "A")</u> | <u>Quality of Interest<br/>(Fee, Easement, etc.)</u> |
| <u>Airport Parcel No. 3</u>            | <u>Fee</u>   |

The land interest acquired meets the requirements of the Federal Aviation Administration, except for easements, liens, separate mineral estate, leases, or other encumbrances on the parcel. However, such encumbrances, which are described on the attached title commitment, do not affect the use of the Airport Parcel No. 3 for airport purposes. Although the State Land Use Exchange Agreement recorded March 5, 1949 (Exception No. 10), and the warranty deed recorded March 22, 1926 (Exception No. 9) might be construed to affect the use of the Airport Parcel No. 3 for airport purposes, the age of these recorded documents, together with the fact that the Airport Parcel No. 3 has in fact been used for airport purposes without objection for many years, indicate that these alleged interests do not affect use of the Airport Parcel No. 3 for airport purposes.

Check one:  The evidence of title is based on an abstract and record examination conducted on \_\_\_\_\_, or

Title Commitment No. 525738, issued on June 26, 2000, by the Stewart Title Guaranty Co. Title Insurance Company.

Recorded July 3, 2000 at Reception No. 312044 in the records of the Chaffee County Clerk and Recorder

The Sponsor recognizes and accepts full responsibility for the clearing of any outstanding encumbrances, defects, and exceptions to the title which may in any way affect the future use and operation of the land for airport purposes as may be determined by the FAA.

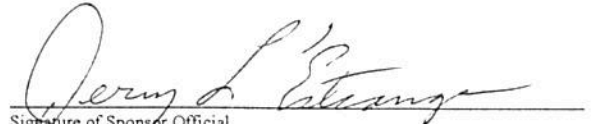
It is understood that the FAA reserves the right to cancel this certificate at any time.

Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

Sincerely,

Town of Buena Vista

Name of Sponsor

  
Signature of Sponsor Official  
authorized to sign Grant Agreement

6/30/00  
Date



Signature of Sponsor's Attorney

**QUITCLAIM DEED**

**THIS DEED**, Made this 30th day of June, 2000,  
Between THE STATE OF COLORADO, acting by and through  
the Department of Natural Resources for the use and benefit of  
the

Division of Wildlife and the Wildlife Commission,  
6060 Broadway, Denver, CO 80216,

of Adams County, State of Colorado, grantor, and

TOWN OF BUENA VISTA, a municipal corporation  
210 East Main Street  
P.O. Box 2002  
Buena Vista, CO 81211

of Chaffee County, State of Colorado, grantee:

**WITNESSETH**, That pursuant to the parties' Exchange Agreement dated May 23, 2000,  
grantor agreed to convey to grantee certain real estate known as the Airport Parcel No.  
3, Chaffee County, Colorado (valued at \$51,800), in exchange for conveyance to  
grantor by grantee of that certain parcel of land known the Chesmore property, in  
Chaffee County, Colorado, which is valued at \$44,000 and payment to grantor by  
grantee of the sum of \$7,800, the receipt and adequacy of which consideration from  
grantee is hereby acknowledged, and in furtherance of said Exchange Agreement,  
grantor hereby transfers and quitclaims unto the grantee, its heirs and assigns forever,  
all the following real property, situate, lying and being in Chaffee County, State of  
Colorado, described as follows:

SEE EXHIBIT A attached hereto and incorporated herein by reference;  
also known by street and number as: NO STREET NUMBER ASSIGNED  
assessor's schedule or parcel number:

**TOGETHER** with all and singular the appurtenances and privileges thereunto  
belonging, or in anywise appertaining, and all of the estate, right, title, interest and claim  
whatsoever of the grantor, either in law or equity, to the only proper use, benefit and  
behalf of the grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set  
forth above.

THE STATE OF COLORADO  
Bill Owens, Governor

*Walter D. Gaul for*

BY: \_\_\_\_\_  
Bruce L. McCloskey, Acting Director  
of the Division of Wildlife for the Executive  
Director of the Department of Natural Resources  
and on behalf of the Wildlife Commission

STATE OF COLORADO  
} ss.  
County of Adams

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2000, by  
Walter D. Gaul, Administrator-Wildlife Programs, for the Division of Wildlife.

Witness my hand and seal.

My commission expires: 1.28.2004

*John F. Smith*  
Notary Public  
Golden, CO 80403

## EXHIBIT A

### LEGAL DESCRIPTION

A parcel of land in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 21, Township 14 South, Range 78 West of the 6" Principal Meridian, Chaffee County, Colorado; said tract is within the boundaries of Central Colorado Regional Airport (formerly Buena Vista Municipal Airport) as described with the document titled Exhibit A, dated April, 1997, and being more particularly described as follows:

#### PARCEL 3

Beginning at the West Quarter Corner of Section 16, Township 14 South, Range 78 West; thence South 0°17'20" West along the West boundary of Section 16 a distance of 2656.91 feet, to the Northwest Corner of said Section 21, and the true point of beginning; thence along the North boundary of said Section 21, South 89°37'15" East 30.00 feet; thence continuing along said boundary South 89°37'15" East 595.00 feet; thence South 22°18'24" East 1444.88 feet, to a point on the South boundary of the NW¼ NW¼ of Section 21; thence along said South boundary North 89°55'18" West 1170.00 feet, to the southwest corner of the NW¼ NW¼ of Section 21; thence along the West boundary of said Section 21, North 0°08'45" West 1339.29 feet, to the true point of beginning.

PARCEL 3  
EXHIBIT A  
DESCRIPTION OF A PARCEL OF LAND IN  
CHAFFEE COUNTY, COLORADO

A Parcel of land in the Northwest Quarter, of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-one (21), Township Fourteen South (14S), Range Seventy-eight West (78W) of the Sixth Principal Meridian, County of Chaffee, State of Colorado; said tract is within the boundaries of Central Colorado Regional Airport (formerly Buena Vista Municipal Airport) as described with the document titled Exhibit A, dated April, 1997, and being more particularly described as follows:

PARCEL 3

Beginning at the West ¼ Corner of Section 16, T14S, R78W; thence S 0°17'20" W along the West boundary of Section 16 a distance of 2656.91 feet, to the Northwest Corner of said Section 21, and the True Point of Beginning;

Thence along the North boundary of said Section 21, S 89°37'15" E 30.00 feet;

Thence continuing along said boundary S 89°37'15" E 595.00 feet,

Thence S 22°18'24" E 1444.88 feet, to a point on the South boundary of the NW1/4NW1/4 Section 21;

Thence along said South boundary N 89°55'18" W 1170.00 feet, to the Southwest Corner of the NW1/4NW1/4 Section 21;

Thence along the West boundary of said Section 21, N 0°08'45" W 1339.29 feet, to the True Point of Beginning.

Said Parcel 3 contains an area of 27.55 acres, more or less.



# LAND SURVEY PLAT

## PARCEL 12

BUENA VISTA MUNICIPAL AIRPORT  
 BUENA VISTA, COLORADO

BEING A PORTION OF THE SW 1/4, SW 1/4, SECTION 16 AND A  
 PORTION OF THE NW 1/4, SECTION 21, TOWNSHIP 14 SOUTH,  
 RANGE 78 WEST OF THE 6th P.M., CHAFFEE COUNTY, COLORADO

FOUND #5 REBAR  
 PER. MONUMENT  
 NE 1/4 NW 1/4  
 SECTION 21

SOUTH LINE  
 SECTION 21  
 NW 1/4 NW 1/4

985.49'  
 NB9°55'18" W

U.S. HIGHWAY  
 NO. 24  
 R.O.V. VARIES

DELTA = 05°51'03"  
 RAD. = 11603.72'  
 L. = 1184.93'

STEEL DR. (60' R.O.V.)  
 N72°15'44"E  
 666.57'

PARCEL 12 27.955 ACRES

368.65'  
 NB9°55'18" W

184.14'  
 SE CORNER  
 NW 1/4 NW 1/4  
 SECTION 21

N22°18'24" V  
 1444.88'

BOOK 457  
 PAGE 917

*Airport Exhibit A  
 Parcel 3*


30° CORNER  
 30.00'  
 1539.24'

WEST LINE NW 1/4  
 SECTION 21  
 COUNTY ROAD  
 NO. 319 (R.O.V. VARIES)  
 Corrected by  
 Jkw 1/26/11  
 3-9-08  
 incorrect bearing  
 Sec 21

SOUTH LINE NW 1/4 NW 1/4  
 SECTION 21  
 1700.00'  
 NB9°55'18" W  
 SW CORNER  
 NW 1/4 NW 1/4  
 SECTION 21

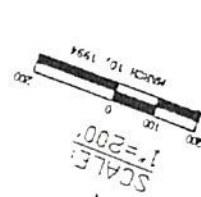
BOOK 365  
 PAGE 483

REGISTERED SURVEY PLAT (REGULATORY CERTIFICATE):  
 I HAVE REVIEWED THIS PLAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 1994 A.D., AT  
 \_\_\_\_\_ IN THE COUNTY OF \_\_\_\_\_ STATE OF COLORADO,  
 BEING AT THE \_\_\_\_\_ CORNER LABELS OF THE  
 PLAT AND/OR \_\_\_\_\_ CORNER LABELS OF THE

|   |                   |
|---|-------------------|
|  |                   |
|   |                   |
| PARCEL 12   | ISBILL ASSOCIATES |

WEST 1/4 CORNER  
 SECTION 16  
 FOUND 3 1/4" ALUM.  
 CAP-NIELSON DRAGS ENG.

WEST LINE SW 1/4  
 SECTION 16  
 ND17°20'E  
 2656.91'



- △ SET 30" ALUMINUM PIPE W/3 1/4" ALUMINUM CAP PLS # 10372
- SET #4 REBAR W/PLASTIC CAP PLS # 10372
- SET #6 REBAR 30" LONG W/3 1/4" ALUM. CAP PLS # 10372

07/03/2000 04:00 RECORD FEE \$5.00 PAGE #1 0001 OF 0001  
CHAFFEE COUNTY, CO, JOYCE M RENO - CLERK & RECORDER REC #: 312043

**QUITCLAIM DEED**

**THIS DEED**, Made this \_\_\_\_\_ day of \_\_\_\_\_, 2000,

between

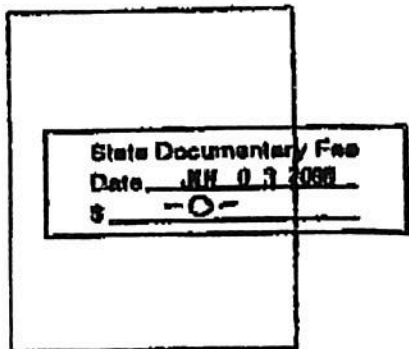
**TOWN OF BUENA VISTA**, a municipal corporation  
210 East Main Street  
P.O. Box 2002  
Buena Vista, CO 81211

of Chaffee County, State of Colorado, grantor, and

**THE STATE OF COLORADO**, acting by and through the Department of Natural Resources for the use and benefit of the Division of Wildlife and the Wildlife Commission,

whose legal address is 6060 Broadway, Denver, CO 80216,

of the City and County of Denver, State of Colorado, grantee:



**WITNESSETH**, That pursuant to the parties' Exchange Agreement dated May 23, 2000, grantor agreed to convey to grantee certain real estate known as the Chosmore property, in Chaffee County, Colorado, which is valued at \$44,000 and to pay to grantee the sum of \$7,800, all in exchange for conveyance to grantor of that certain parcel of land known as the Airport Parcel No. 3, Chaffee County, Colorado (valued at \$51,800), the receipt and adequacy of which consideration from grantee is hereby acknowledged, and in furtherance of said Exchange Agreement, grantor hereby transfers and quitclaims unto the grantee, its heirs and assigns forever, all the following real property, together with improvements, if any, situate, lying and being in Chaffee County, State of Colorado, described as follows:

That portion of the East Half of the Southeast Quarter of the Southwest Quarter (E1/2 SE1/4 SW 1/4) of Section 9, Township 14 South, Range 78 West of the 6th Principal Meridian, lying East of the center of the Arkansas River, being a part of the "Placer Mining Claim known as the RONK Placer Mining Claim in the Arkansas River Mining District", Chaffee County, Colorado, as described in U.S. Patent recorded in Book 76 and Page 47

also known by street and number as: **NO STREET NUMBER ASSIGNED**

assessor's schedule or parcel number:

**TOGETHER** with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all of the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

**TOWN OF BUENA VISTA, A MUNICIPAL CORPORATION**

BY Jerry L'Ettrange  
Jerry L'Ettrange, Town Administrator

ATTEST: Tina Darrah  
Town Clerk



**STATE OF COLORADO**

County of Chaffee

The foregoing instrument was acknowledged before me this 20th day of June, 2000, by **JERRY L'ESTRANGE**, Town Administrator of the Town of Buena Vista and **TINA DARRAH**, Town Clerk.

Witness my hand and official seal

My commission expires  
MY COMMISSION EXPIRES 02-10-2003

Patricia F. Black  
Notary Public

\*If in Denver, insert "City and" \_\_\_\_\_

12  
12A

COPY

**TOWN OF BUENA VISTA  
LEASE AGREEMENT**

**THIS LEASE**, made this 30<sup>th</sup> day of September, 1993, by and between the STATE OF COLORADO acting by and through the DEPARTMENT OF NATURAL RESOURCES for the use and benefit of the DIVISION OF WILDLIFE and WILDLIFE COMMISSION, hereinafter referred to as the "Lessor", and the TOWN OF BUENA VISTA, COLORADO, hereinafter referred to as the "Lessee";

**WHEREAS**, required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

**WHEREAS**, the Lessor is the owner of real estate situated in the County of Chaffee, State of Colorado, as described and illustrated on Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as the "premises"; and

**WHEREAS**, the Lessee is desirous of obtaining a lease of the premises for constructing reconstructing, and maintaining airport facilities as further described below;

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

1. Lessor does grant a lease of the premises to the Lessee for a term of ninety-nine (99) years beginning October 1, 1993 and ending September 30, 2092.

2. As consideration for the granting of this lease, Lessee agrees to:

A. Pay to Lessor, or a person designated by Lessor, the sum of Seventy-eight Thousand Six Hundred and No/100 Dollars (\$78,600.00) payable in one of the following manners within 180 days of the beginning date of this lease agreement:

(1) If the Lessor designates another person to receive part or all of such payment within 180 days of the beginning date of this lease agreement:

a. One lump sum payment in the amount of \$78,600.00, payable to the person designated by Lessor, as payment for land and/or water or interests in land and/or water to be acquired by Lessor from said designated person.

b. One lump sum payment in an amount less than \$78,600.00, set by Lessor, payable to the person designated by Lessor, as payment for land and/or water or interests in land and/or water to be acquired by Lessor from said designated person. The difference between this payment and \$78,600.00 shall be paid to the Lessor in a lump sum.

(2) In the event Lessor fails to designate another person to receive payment within 180 days of the beginning date of this lease agreement or if Lessor directs payment to itself within said 180 day period:

a. One lump sum payment in the amount of \$78,600.00 payable to Lessor.

B. Provide Lessor with a legal survey of the premises within 180 days of final execution and approval of this agreement.

C. Construct an interceptor drain system to replace the existing spring and spring house on the premises. The drain system will be designed and constructed to maximize the flow of water through the drain using good engineering principles and utilizing materials to prevent plugging. The drain system shall be built to have a minimum 50 year expected life. The lowest elevation in the interceptor line(s) shall be no higher than 7,908.0 feet above mean sea level and the lines shall be sloped to have a self cleaning velocity. The system will include four manholes, valving for maintenance and water control, and at least 800 feet of minimum 12 inch diameter slotted PVC pipe. Lessor reserves the right to review and approve both the preliminary and final design of the system prior to any construction, as provided in paragraph 13.

3. This lease is granted for the purpose of constructing, reconstructing and maintaining airport facilities, along with the right of flight by aircraft over the premises, with the inherent aircraft noise and vibration; the right to remove existing obstructions, at Lessee's expense, if any exist; and the right to restrict the establishment of future obstructions.

4. The Lessee may renew this agreement for successive 99 year terms, provided that both parties have complied with the terms and conditions of the lease applicable at the time of renewal and that the Lessee gives the Lessor written notice at least one hundred twenty (120) days prior to the last day of the current term of its desire to renew. The consideration for each successive term shall be as determined by the Lessor at the time of renewal.

5. If the Lessee does not for a period of 366 consecutive days make use of the premises for the purposes provided herein, Lessor may in its sole discretion immediately declare the leasehold abandoned and shall give Lessee notice to that effect as provided in paragraph 24.

The lease shall be terminated upon receipt of such notice and Lessee shall forfeit the lease consideration paid to Lessor.

6. This lease of the premises is subject to any and all easements and rights-of-way previously granted and now in force and effect. In the event Lessor shall, in the future, wish to grant an easement or right-of-way which encroaches upon the premises, Lessee hereby expressly consents thereto provided the proposed easement or right-of-way shall in no way interfere with the purpose for which this lease is granted, and will be subject to those rights of Lessee's as set forth in paragraph 3.

7. Lessor may consider accepting interests in land and/or water rights in lieu of payment in cash for the entire rental consideration or a portion thereof. In such event, the Lessee shall provide documentation, acceptable to the Lessor, showing the value of the land and/or water being offered. It is in the Lessor's sole discretion to accept or reject offers of land and/or water in lieu of any lease payment or portion thereof.

8. Lessor shall retain the right of historic use of the premises including irrigation, grazing, and pasturing cattle and horses.

9. The Lessor reserves the right to claim all surface water and groundwater originating on or flowing beneath the premises. The Lessor further reserves the right to develop, enhance and use said water including the right to construct pipelines, wells, division boxes, and other appurtenances as deemed necessary by Lessor so long as no vertical obstructions exceeding five feet are installed on the premises. Lessee shall have the right to review and approve any improvements planned for construction on the premises as provided in paragraph 13.

10. The Lessor reserves the right of ingress and egress as deemed necessary by the Lessor for its operations on the premises. These rights shall be subject to the requirements of Federal Air Regulation Part 107, Airport Security.

11. Lessor shall retain all water rights currently used on the premises.

12. Lessor shall have, during the original term of this lease or any renewal thereof, the right to dispose of the premises and to use the same for purposes subject only to the rights and privileges herein granted to Lessee.

13. The Lessor and Lessee shall each submit to the other, for prior written approval, its plans for any development of the premises. The party to whom the approval request is submitted shall respond within 45 days of receiving copies of the plans. Approval, by either party, shall not be unreasonably withheld.

14. The Lessee shall make a good faith effort to prevent the degradation of water quality on the premises from contamination of surface and groundwater originating on or flowing through the premises, from construction activities, aircraft maintenance, fueling, cleaning and washing, and other activities on the premises or other property controlled by Lessee at the Buena Vista Airport. In the event of water quality degradation, the Lessee will provide replacement water to Lessor of equal quality and quantity to that available to Lessor from groundwater and spring sources. Lessor will perform baseline water quality analyses and provide water quality data to the Lessee prior to the beginning of this lease.

15. In the event of termination, Lessee, at its own expense, shall remove all improvements from the premises (excluding the interceptor drain system provided in paragraph 2a) that were placed thereon by the Lessee and that can be removed without injury to the premises. The Lessee shall return the premises to as nearly as is practicable the condition of the premises existing immediately prior to the Lessee's first use. If said improvements are not removed by Lessee within 90 days of the date of termination, they become the property of the Lessor or, at Lessor's option, may be removed by Lessor at Lessee's expense. Under no circumstances shall Lessee be relieved of its obligation to restore the premises to its original condition.

16. Lessee and its agents and employees will comply with all rules, regulations and policies promulgated by Lessor pertaining to use of the premises and not in conflict with Lessee's use herein provided.

17. Lessee shall reimburse Lessor for any payments-in-lieu of taxes (pursuant to CRS 30-25-301 and 302) assessed by Chaffee County on the premises and paid by Lessor. Lessee shall make such reimbursement payment to Lessor within thirty days of receipt of notice, by Lessor, of the amount paid.

18. Lessee agrees that all excavations or other temporary removal of soil that is required for the installation and proper maintenance of facilities on the premises shall be

replaced to the satisfaction of Lessor. Lessee shall be responsible at all times for the immediate repair and restoration of the premises for any damage to the premises due to the installation or maintenance of the Lessee's facilities.

19. The Lessee recognizes that 10.1 acres of the premises are irrigated land which will be covered by either fill material or will no longer be available for irrigation due to placing the laterals of the Cottonwood Ditch in buried pipe beneath the fill. Lessee agrees to the engineering estimates which establish the historic consumptive use of irrigation water for the existing vegetation to be 19.6 inches per year. The volume of irrigation water consumptively used on the 10.1 acres is estimated at 16.3 acre feet per year. Lessee recognizes that Lessor may seek a change of water right to move this historic consumptive use of its Cottonwood Ditch water rights to a new location and it agrees not to object to the quantification as described above and transfer of such historic consumptive use in a future water court action.

20. This lease agreement may only be terminated for default of the provisions of this agreement as provided in paragraph 22 or non-use of the property as provided in paragraph 5.

21. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to both parties under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq. C.R.S., as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Sections 24-10-101, et seq., C.R.S., as amended or as may be amended, and Sections 24-30-1501, et seq., C.R.S., as amended or as may be amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of either party to the above cited laws.

22. In the event of default by either party under the terms of this agreement, notice of such default shall be given in writing by the non-defaulting party to the defaulting party. If such default is not cured within ninety (90) days of receipt of written notice of default or the party in default has not begun curing the default within said period and continued to pursue

curative action with due diligence, the lease may be terminated by the non-defaulting party by giving written notice of termination, given in the manner provided in paragraph 24, effective thirty (30) days from the date of mailing of notice of termination.

If the lease is terminated for default of Lessee, the lease payment paid by Lessee shall be forfeited to Lessor.

23. If the property shall be taken by right of eminent domain, in whole or in part, for public purposes, then this lease, at the option of either the Lessor or the Lessee shall forthwith cease and terminate; and in such event the entire damages which may be awarded for such taking shall be apportioned between the Lessor and the Lessee, as their interests appear.

24. All notices required or provided for in this agreement shall be mailed to the other party at its official address, United States mail, postage prepaid, certified, return receipt requested. For the purposes of this agreement, the official addresses of the parties shall be:

Division of Wildlife  
Real Estate Unit  
6060 Broadway  
Denver, CO 80216

Town of Buena Vista  
P.O. Box 2002  
Buena Vista, CO 81211

Either party may change its official address by giving notice of such change to the other party as provided for above. Except as may otherwise be provided herein, all notices shall be effective upon receipt.

25. All provisions of this agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns, successors, tenants and legal representatives of the parties hereto.

#### **SPECIAL PROVISIONS**

26. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.



27. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this lease. Any provision of this lease whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this lease to the extent that the lease is capable of execution.

28. At all times during the performance of this lease, both parties shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

29. The signatories hereto aver that they are familiar with CRS 18-8-301, et seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et seq., (Abuse of Public Office), and that no violation of such provisions is present.

30. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

31. This agreement constitutes the entire understanding of the parties and there are not other provisions other than set forth herein. Any changes in this agreement shall be made in writing and signed by both parties in accordance with required contracting procedures before the same shall be effective.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above written.

LESSOR

STATE OF COLORADO

Roy Romer, Governor

By *Rick J. Noone*  
Director, Division of Wildlife for  
Kenneth Salazar,  
Executive Director of the  
Department of Natural Resources  
And on behalf of the  
Colorado Wildlife Commission

LESSEE

TOWN OF BUENA VISTA

Attest:

By *Susan L. Bristol*  
Title Mayor Pro Tem

By *Julia L. Hopper*  
Title TOWN CLERK

84-6000568  
F.E.I.N.

APPROVALS

Director, State Buildings Division

By *J. Brauer*

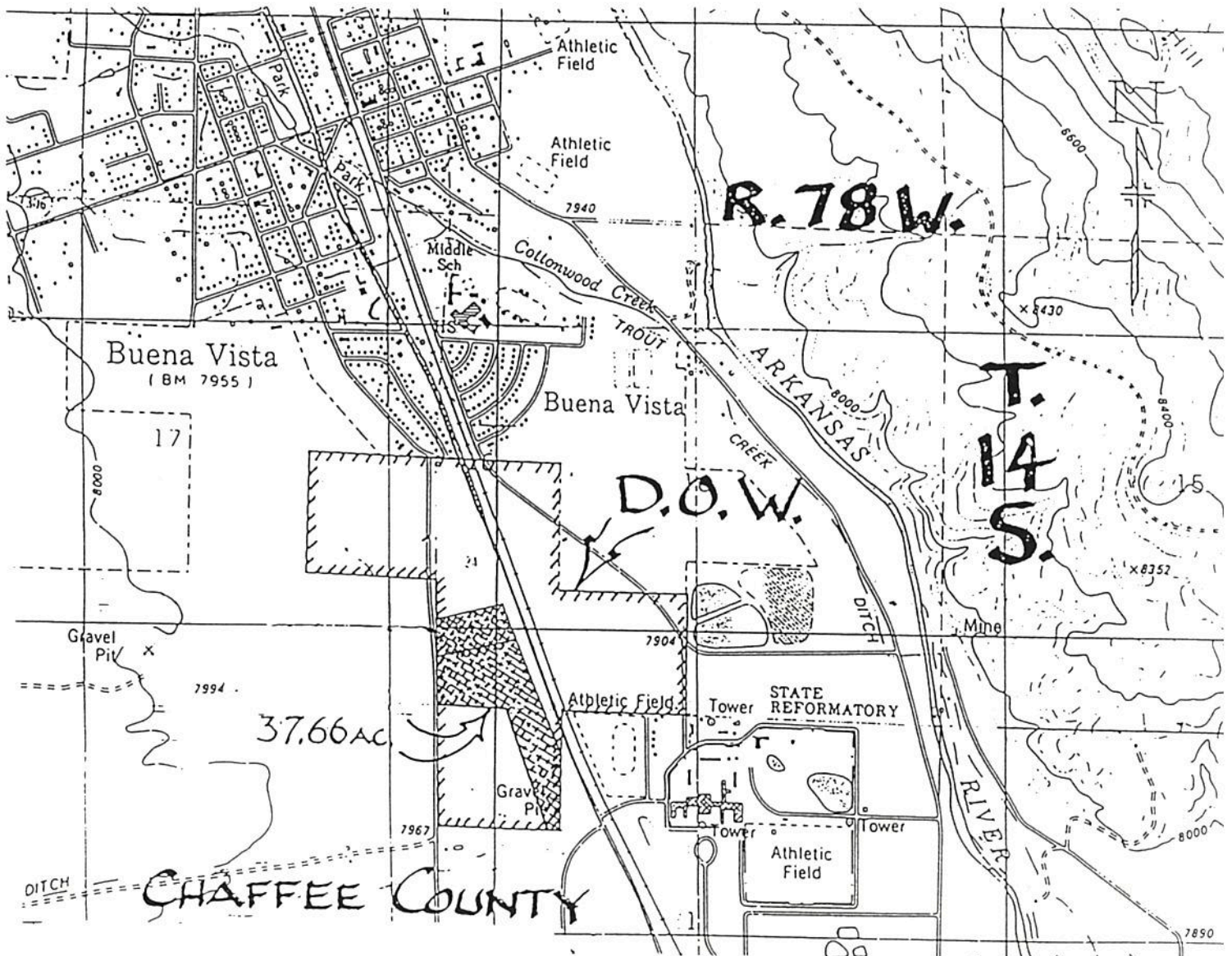
EXHIBIT "A"

Description and illustration of the premises referred to in the Lease Agreement between the STATE OF COLORADO, acting by and through the DEPARTMENT OF NATURAL RESOURCES, for the use and benefit of DIVISION OF WILDLIFE and WILDLIFE COMMISSION, Lessor, and the TOWN OF BUENA VISTA, COLORADO, Lessee.

Township 14 South, Range 78 West of the 6th P.M.

Section 16 - located within the SW1/4SW1/4

Section 21 - located within the NW1/4NW1/4



COPY

**RIGHT-OF-WAY 2927, Book 29  
BUENA VISTA MUNICIPAL AIRPORT  
BUENA VISTA, COLORADO  
AVIGATION EASEMENT**

12B

**THIS RIGHT-OF-WAY, made this 23rd day of June, 1993, between the STATE OF COLORADO (Grantor), acting by the STATE BOARD OF LAND COMMISSIONERS (State Land Board), and TOWN OF BUENA VISTA (Grantee), P.O. Box 2002, Buena Vista, Colorado 81211 :**

**W I T N E S S E T H**

**WHEREAS,** Grantee has applied to the State Land Board for a right-of-way over, under, and across certain portions of state trust lands for the purpose of constructing, operating and maintaining for the use and benefit of the public, an easement and right-of-way for the unobstructed use and passage of all types of aircraft, in and through all air space above the surface of Grantor's property, to an infinite height above said Grantor's property, as well as in the vicinity of the Grantor's property, with such use and passage to be unlimited as to frequency, type of aircraft and proximity, and

**WHEREAS,** The State Land Board has approved the application subject to the terms and conditions set forth herein.

**NOW, THEREFORE,** the State Land Board, in consideration of the terms and conditions herein, and for the consideration of the sum of Sixty-seven thousand and No/100 Dollars (\$67,000.00) grants unto the Grantee, a right-of-way for a ninety-nine (99) year term for the purpose of constructing, operating and maintaining for the use and benefit of the public, an easement and right-of-way for the unobstructed use and passage of all types of aircraft, in and through all air space above the surface of Grantor's property, to an infinite height above said Grantor's property, as well as in the vicinity of the Grantor's property, with such use and passage to be unlimited as to frequency, type of aircraft and proximity over, under and across certain portions of state trust lands described as follows:

A parcel of land situated in Section Twenty-one (Sec. 21), Township Fourteen South (T. 14 S.), Range Seventy-eight West (R. 78 W.) of the Sixth Principal Meridian (6th P.M.), Chaffee County, State of Colorado, labeled Parcel 12B on attached EXHIBIT I, being more particularly described as follows:

Commencing for reference at the southwest corner of the NW 1/4 NW 1/4 of said Section 21;

Thence along the south line of said NW 1/4 NW 1/4, South  $89^{\circ} 56' 04''$  East a distance of 1,353.72 feet to the southeast corner of said NW 1/4 NW 1/4 to the true point of beginning;

Thence South  $89^{\circ} 56' 04''$  East a distance of 368.61 feet to a point on the west right-of-way line, as fenced, of U.S. Highway 24;

Thence along said west right-of-way line, by the following three (3) courses and distances:

Thence South  $26^{\circ} 32' 50''$  East a distance of 624.27;

Thence along the arc of a curve to the right with a central angle of  $10^{\circ} 58' 33''$ , a radius of 5,589.77 feet an arc distance of 1,070.80 feet (the long chord of which bears South  $21^{\circ} 03' 34''$  East a distance of 1069.16 feet);

Thence South  $15^{\circ} 34' 17''$  East a distance of 1,302.81 feet;

Thence leaving the highway right-of-way North  $69^{\circ} 30' 56''$  West a distance of 160.01 feet;

Thence North  $25^{\circ} 21' 08''$  West a distance of 294.57 feet;

Thence South  $66^{\circ} 36' 44''$  West a distance of 109.79 feet to a point on the existing airport property line;

Thence along said airport property line by the following three (3) courses and distances:

Thence North  $20^{\circ} 26' 30''$  West a distance of 975.56 feet;

Thence North  $19^{\circ} 04' 32''$  West a distance of 597.00 feet;

Thence North  $23^{\circ} 55' 57''$  West a distance of 1,154.15 feet to the point of beginning.

Containing 22.66 acres of land, more or less.

---

Said easement shall be appurtenant to and for the benefit of the real property now known as the Buena Vista Municipal Airport, including any additions thereto wherever located hereafter made by the Town of Buena Vista, Colorado, or its successors and assigns; and also for the benefit of the guests and invitees of said Airport, including any and all persons, firms, or corporations operating aircraft to or from said airport.

Said easement, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, includes, but is not limited to, the right to cause in all airspace above or in the vicinity of the surface of the Grantor's property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep or communication and any and all other effects that may be alleged to be incident to or be caused by the operation of aircraft over or in the vicinity of Grantor's property or in landing at or taking off from, or operating at or on said Buena Vista Municipal Airport; and Grantor does hereby fully waive, remise, and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Buena Vista Municipal Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

The easement and right-of-way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object, extending into the air space above the surface of the Grantor's property, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's property, together with the right of ingress to, egress from, and passage over Grantor's property for the above purpose. The easement and right-of-way hereby granted includes a right-of-way with the right of ingress to, egress from and passage over the Grantor's property for the placement of fill material and construction of airport facilities. The limits of the construction are shown on the attached map (EXHIBIT D), along the line labeled "toe of proposed fill slope".

AND for the consideration herein set forth, the Grantor, its successors and assigns, does hereby agree that for and during the life of said easement and right-of-way, it will not hereinafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that it shall not use or permit or suffer the use of Grantor's property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantor's land that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

The historic agricultural uses of the subject property, including the water rights and the right to irrigate, fence, pasture, or mechanically hay this property are specifically not relinquished as a part of this right-of-way grant and may continue throughout the term of the grant.

The right-of-way herein granted shall continue for as long as the uses and facilities described above are in place, utilized and maintained by the Grantee or until the expiration of the term, whichever comes first. If the said use or facilities are abandoned for twelve (12) consecutive months, this right-of-way or any unused portion thereof shall automatically and without notice terminate.

Approved and granted by:

STATE OF COLORADO, BY THE  
STATE BOARD OF LAND COMMISSIONERS

*Lucy Black Creighton*

Lucy Black Creighton, President

*Robert R. Mailander*

Robert R. Mailander, Register

*John S. Wilkes III*

John S. Wilkes III, Engineer

*January 11, 1994*

Date

Accepted by:

For:

**TOWN OF BUENA VISTA  
BUENA VISTA, COLORADO**

By:

*Mike Lockett*

Signature

*Mike Lockett*

Printed Signature

Title:

*Mayor, Town of Buena Vista*

Date:

*September 7, 1994*

*Debra J. Miller*

Notary Public

*3-12-94*

My Commission Expires

Application 93/033  
ROWS\2927-29.ROW  
01-05-93





TOWN OF BUENA VISTA

Post Office Box 2002  
Buena Vista, Colorado 81211  
Phone (710) 305-8645

September 9, 1994

Ms. Judy Hill  
Senior Secretary  
State of Colorado, Board of Land Commissioners  
1313 Sherman Street, Room 620  
Denver, Colorado 80203

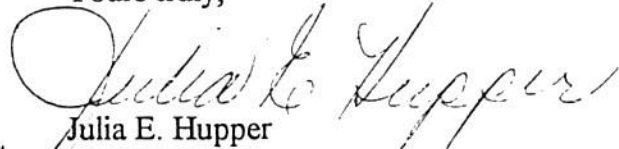
**VIA: CERTIFIED MAIL NO. P-039-137-069, Return Receipt Requested**

Dear Ms. Hill:

Enclosed is one (1) executed original copy of Right-Of-Way 2927, Book 29, Avigation Easement, for the Buena Vista Municipal Airport, along with a check in the amount of \$67,000.00. We have retained one (1) original copy for our records as per your instructions.

Thank you.

Yours truly,

  
Julia E. Hupper  
Town Administrator

JEH/bjm

Enclosures: Right-Of-Way Application 93/033  
Right-Of-Way 2927, Book 29 Avigation Easement  
Town of Buena Vista check #1031, Airport Enterprise Fund - \$67,000.00

CC: airport file

landbd.doc



# Town of Buena Vista

Post Office Box 2002  
Buena Vista, Colorado 81211  
Phone (719) 395-8643

RECEIVED

MAR 13 1995

FAA DEN-ADO

March 13, 1995

Mr. Christopher Schaffer  
Civil Engineer  
Airports District Office, DEN-ADO  
Federal Aviation Administration  
5440 Roslyn Street, Suite 300  
Denver, Colorado 80216-6026

## CERTIFICATE OF TITLE

Dear Mr. Schaffer:

The Town of Buena Vista (hereinafter referred to as the "Sponsor"), pursuant to Section 509(d) of the Airport Improvement Act of 1982 (P.L. 97-248, as amended), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor under the terms and conditions of a Grant Agreement with the Federal Aviation Administration, Federal Project No. DOT-FA93NM1083.

In the opinion of Julia E. Hupper, Town of Buena Vista Town Administrator, the Sponsor has full and adequate legal title to the property interest indicated and, as shown on the Exhibit "A", as of the time and date stated in the title documents, and has adequate title to satisfy local laws and ordinances:

### Quality of Interest

Parcel Number 5 (Per Exhibit "A")

Fee

The land interest acquired meets the requirements of the Federal Aviation Administration, except for easements, liens, separate mineral estate, leases, or other encumbrances on the parcels noted below. However, such encumbrances, which are described on the attachment, do not affect the use of the land for airport purposes.

Parcel(s) Not applicable

Recorded on August 31, 1983 in Book 464, Page 9

The Sponsor recognizes and accepts full responsibility for the clearing of any outstanding encumbrances, defects, and exceptions to the title which may in any way affect the future use and operation of the land for airport purposes as may be determined by the FAA.

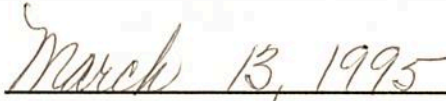
It is understood that the FAA reserves the right to cancel this certification at any time.

Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for land are on file with the Sponsor and are available for inspection by the FAA.

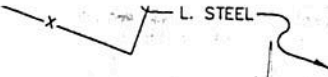
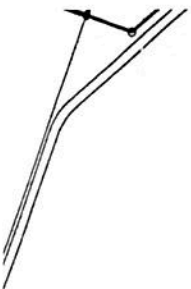
Sincerely,

Julia E. Hupper, Town Administrator

  
\_\_\_\_\_  
Signature of sponsor official authorized to  
sign Grant Agreement

  
\_\_\_\_\_  
Date

JEH/bjm  
Enclosure  
CC: airport file  
faatitle.doc



*Christopher J. Shogren*  
9-23-94

RECEIVED  
SEP 23 1994  
FAA DENADO


| DATE OF AGREEMENT/TERM          |
|---------------------------------|
| AUGUST 8, 1967 - PERPETUAL 1/   |
| APRIL 14, 1969                  |
| FEBRUARY 23, 1983 - 25 YEARS 2/ |
| AUGUST 18, 1983                 |
| AUGUST 31, 1983 3/              |
| DECEMBER 20, 1983 4/            |
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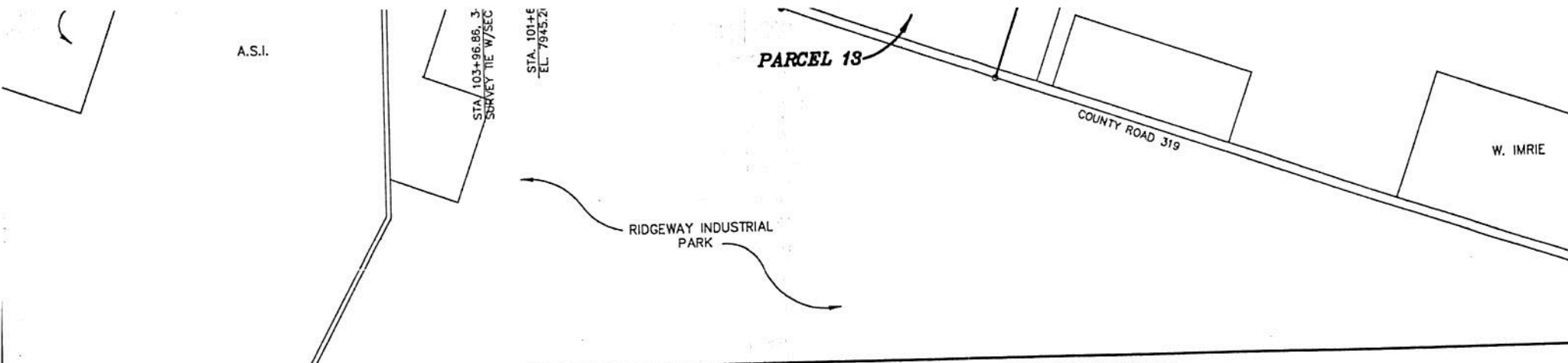
**NOTES:**

1. CONDITION THAT TOWN USE LAND FOR AERONAUTICAL PURPOSES ONLY, ENTER INTO AN AIRPORT DEVELOPMENT PROGRAM, ETC.
2. FOR PUBLIC USE AIRPORT FACILITIES ONLY; RESTRICTIONS, ETC.
3. CONDITION THAT TOWN PROVIDE 60' ROAD EASEMENT AND REVERSION CLAUSE SUBJECT TO USE OF PROPERTY ONLY FOR PUBLIC AIRPORT PURPOSE.
4. GRANTORS RESERVE ACCESS TO PROPERTY 100' IN WIDTH FROM ADJOINING PROPERTY.

APPROVED \_\_\_\_\_ TOWN OF BUENA VISTA, COLORADO DATE \_\_\_\_\_

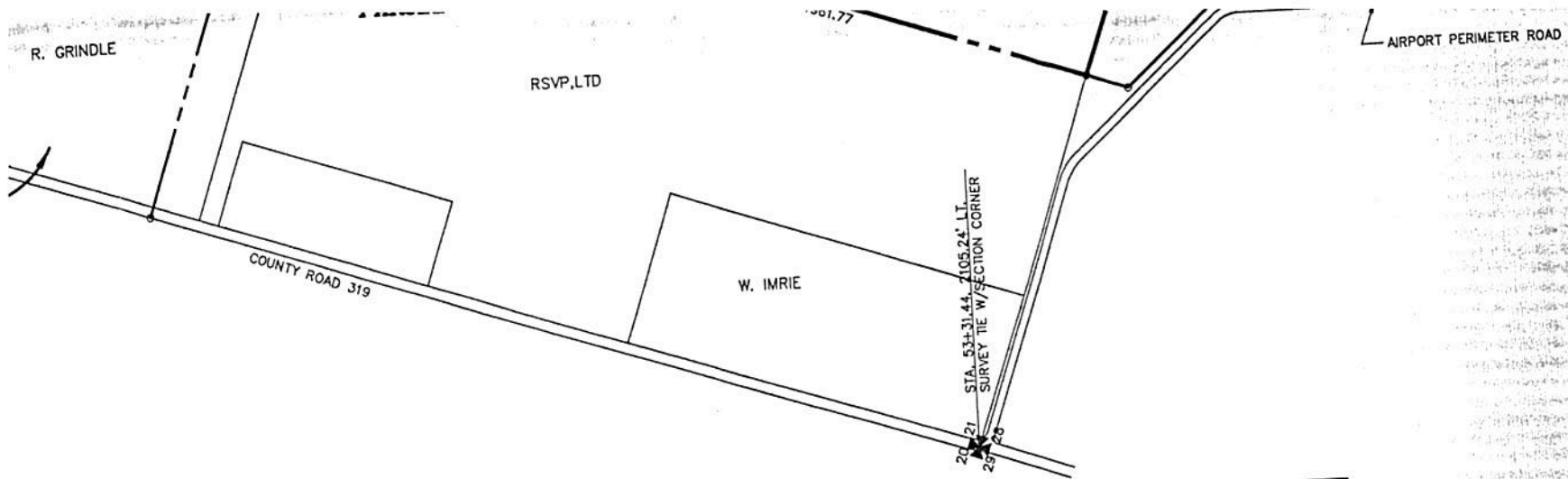
| REV. NO. | DATE | DESCRIPTION | APP. |
|----------|------|-------------|------|
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|   |   |
|---|---|
|  <p><b>ISBILL ASSOCIATES INC.</b><br/>AIRPORT CONSULTANTS • AURORA, COLORADO</p> |   |
| DES. C.J.B.<br>DR. D.C.C.<br>CH. N.E.R.<br>APP. H.G.I.  | <p><b>BUENA VISTA MUNICIPAL AIRPORT</b><br/><b>BUENA VISTA, COLORADO</b></p> <p><b>EXHIBIT "A" PROPERTY MAP</b><br/>FOR A.I.P. PROJECT NO. 3-08-0082-03<br/>-05</p> |
| DATE JUNE 1994  | SHEET 1 OF 1  |



**LAND INFORMATION**

| PARCEL | TRACT | INTEREST        | ACREAGE | FEDERAL PROJECT  | USE          | RECORDING INFORMATION | OWNER                      | INST.        |
|--------|-------|-----------------|---------|------------------|--------------|-----------------------|----------------------------|--------------|
| 1      |       | EASEMENT        | 73.6±   | NON-FEDERAL      | AERONAUTICAL | BOOK 459, PAGE 266    | COLO. DEPT. OF CORRECTIONS | EASEMENT DEI |
| 2      |       | FEE             | 13.5±   | NON-FEDERAL      | AERONAUTICAL | BOOK 365, PAGE 483    | TOWN OF BUENA VISTA        | WARRA        |
| 3      |       | R-O-W AGREEMENT | 27.2±   | NON-FEDERAL      | AERONAUTICAL | BOOK 457, PAGE 912    | COLO. DIVISION OF WILDLIFE | R-O-W        |
| 4      |       | FEE             | 1.097   | NON-FEDERAL      | AERONAUTICAL | BOOK 459, PAGE 224    | TOWN OF BUENA VISTA        | QUIT C       |
| 5      |       | FEE             | 55.33   | AIP 3-08-0082-02 | AERONAUTICAL | BOOK 459, PAGE 439    | TOWN OF BUENA VISTA        | QUIT C       |
| 6      |       | FEE             | 13.033  | NON-FEDERAL      | AERONAUTICAL | BOOK 464, PAGE 9      | TOWN OF BUENA VISTA        | QUIT C       |
| 7      |       | FEE             | 0.045   | NON-FEDERAL      | AERONAUTICAL |                       |                            |              |
| 8      |       | TO BE ACQUIRED  | 20.27±  |                  |              |                       |                            |              |
| 9      |       | TO BE ACQUIRED  | 3.88±   |                  |              |                       |                            |              |
| 10     |       | TO BE ACQUIRED  | 7.95±   |                  |              |                       |                            |              |
| 11     |       | TO BE ACQUIRED  | 9.4±    |                  |              |                       | COLO. DIVISION OF WILDLIFE | LEASE        |
| 12     |       | R-O-W EASEMENT  | 27.96±  | AIP 3-08-0082-03 | AERONAUTICAL |                       | COLO. DIVISION OF WILDLIFE | LEASE        |
| 12A    |       | R-O-W EASEMENT  | 9.70±   | AIP 3-08-0082-03 | AERONAUTICAL |                       | COLO. DEPT. OF CORRECTIONS | R-O-W        |
| 12B    |       | R-O-W EASEMENT  | 22.66±  | AIP 3-08-0082-02 | AERONAUTICAL |                       |                            |              |
| 13     |       | TO BE ACQUIRED  | 14.42±  |                  |              |                       |                            |              |
| 14     |       | TO BE ACQUIRED  | 4.0±    |                  |              |                       |                            |              |



**LAND INFORMATION**

|        | RECORDING INFORMATION | OWNER                      | INSTRUMENT                | DATE OF AGREEMENT/TERM                     |
|--------|-----------------------|----------------------------|---------------------------|--|
| TICAL  | BOOK 459, PAGE 266    | COLO. DEPT. OF CORRECTIONS | EASEMENT DEED & AGREEMENT | AUGUST 8, 1967 - PERPETUAL <sup>1/</sup>   |
| TICAL  | BOOK 365, PAGE 483    | TOWN OF BUENA VISTA        | WARRANTY DEED             | APRIL 14, 1969                             |
| TICAL  | BOOK 457, PAGE 912    | COLO. DIVISION OF WILDLIFE | R-O-W AGREEMENT           | FEBRUARY 23, 1983 - 25 YEARS <sup>2/</sup> |
| TICAL  | BOOK 459, PAGE 224    | TOWN OF BUENA VISTA        | QUIT CLAIM DEED           | AUGUST 18, 1983                            |
| TICAL  | BOOK 459, PAGE 439    | TOWN OF BUENA VISTA        | QUIT CLAIM DEED           | AUGUST 31, 1983 <sup>3/</sup>              |
| TICAL  | BOOK 464, PAGE 9      | TOWN OF BUENA VISTA        | QUIT CLAIM DEED           | DECEMBER 20, 1983 <sup>4/</sup>            |
| UTICAL |                       | COLO. DIVISION OF WILDLIFE | LEASE AGREEMENT           |  |
| UTICAL |                       | COLO. DIVISION OF WILDLIFE | LEASE AGREEMENT           |  |
| UTICAL |                       | COLO. DEPT. OF CORRECTIONS | R-O-W AGREEMENT           |  |

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| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |