AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
US Department of Transportation, Federal Aviation Administration, Airport Improvement Program Sponsor Certification, Real Property Acquisition; Gunnison-Crested Butte Regional Airport; Acquisition of Land for Approaches (Parcel 38), Including Removal of Former Public Works Building; AIP No. 3-08-0030-47

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:** 3-08-0030-47

Summary:
Real Property Acquisition of Parcel 38 (including removal of Public Works Building) Blocks 12, 17 and 18, Rio Grande Addition

Fiscal Impact:

Submitted by: CAO for Airport **Submitter's Email Address:** rlamport@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\bcowan Discharge Date: 1/21/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 1/22/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 1/22/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 1/27/2015 Follow Up Agenda Date:

Revised April 2013

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

REAL PROPERTY ACQUISITION

Gunnison County	Gunnison-Crested Butte Regional Airport	AIP No. 3-08-0030-47
(Sponsor)	*(Airport)*	*(Project Number)*

Acquire Land for Approaches (Parcel 38), including removal of Public Works building
(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	☒	☐	☐
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	☒	☐	☐
3. If property for airport development is (will be) leased, the following conditions have been met: **a.** The term is for 20 years or the useful life of the project, **b.** The lessor is a public agency, and **c.** The lease contains no provisions that prevent full compliance with the grant agreement.	☒	☐	☐
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	☒	☐	☐
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	☒	☐	☐
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: **a.** The right of flight, **b.** The right of ingress and egress to remove obstructions, and **c.** The right to restrict the establishment of future obstructions.	☒	☐	☐

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	☒	☐	☐
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	☐	☐	☒
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	☒	☐	☐
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
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11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
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12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	☒	☐	☐
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Gunnison County

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Matthew Birnie

(Typed Name of Sponsor's Designated Official Representative)

County Manager

(Typed Title of Sponsor's Designated Official Representative)

1/20/2015

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

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(Signature of Sponsor's Designated Official Representative)

Matthew Birnie

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County Manager

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County Manager

(Typed Title of Sponsor's Designated Official Representative)

1/20/2015

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS

Gunnison County	Gunnison-Crested Butte Regional Airport	AIP No. 3-08-0030-47
(Sponsor)	*(Airport)*	*(Project Number)*

Acquire Land for Approaches (Parcel 38), including removal of Public Works building
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2.	Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3.	A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4.	If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	☒	☐	☐
5.	The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6.	Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☒	☐	☐
7.	Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	☒	☐	☐
8.	The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	☒	☐	☐
9.	If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	☒	☐	☐

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FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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1/20/2015

(Date)

Sponsor Certificate of Title

Mr. John Bauer
Denver Airports District Office Manager
26805 East 68th Avenue
Suite 224
Denver, CO 80249

Dear Mr. Bauer:

Gunnison County (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Reauthorization Act of 1996, 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. 3-08-0030-47.

In the opinion of Gunnison County, 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:

Parcel Number (Per Exhibit "A")	Quality of Interest (Fee, Easement, etc.)
38	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) 38 – 20-foot wide utility easement to allow for maintenance of a stormwater drain

(check one of the following)

(X) The evidence of title is based on an abstract and record examination conducted on December 23, 2014, and attached to this document.

( ) Title insurance Policy No._____ issued on _____ by the _____ Title Insurance Company.

Recorded November 5, 2014 in #629808.

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 the land are on file with the Sponsor and are available for inspection by the FAA.

Sincerely,

Gunnison County

Signature of sponsor official authorized to sign Grant Agreement

1/20/2015
Date

Signature of Sponsor's Attorney

Sponsor Certificate of Title

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1/20/2015
Date

Signature of Sponsor's Attorney

FIRST GUNNISON

Title and Escrow, Inc.

113 East Georgia Avenue
Gunnison, CO 81230
Phone 970/641-4600
Fax 970/641-4071

(800) 530-9598

P.O. Box 2783
502 Whiterock Avenue, Suite 204
Crested Butte, CO 81224
Phone 970/349-2728
Fax 970/349-1704

December 23, 2014

Jviation, Inc.
Attention: Angela Folkestad
via e-mail: angela.folkestad@jviation.com

RE:

FILE NO.	: 14-12-010
OWNER	: County of Gunnison
PROPERTY	: Blocks 12, 17 and 18, Rio Grande Addition, Gunnison, CO 81230

Dear Angela;

Enclosed please find the following regarding the above referenced matter:

X Title Commitment

___ Tax Certificate

___ Other

___ Title Policy

Thank you for allowing us the opportunity to handle your title insurance needs.

Sincerely,

Carl J Moyer

FIRST GUNNISON TITLE AND ESCROW

encl.

cc: First Gunnison Title and Escrow, Inc. / Escrow Department

First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

File No. 14-12-010

1. Effective Date: December 16, 2014, 2014 at 7:00 A.M.

2. Policy (or Policies) to be issued:

	AMOUNT	PREMIUM
a. ALTA Owner's Policy of Title Insurance (6-17-06)	$5,000.00	$750.00
Proposed Insured: **Commitment for Information**		
b. ALTA Loan Policy of Title Insurance (6-17-06)		
Proposed Insured:		
c. Additional Charges		
Extra Parcel Search (x2)		$100.00
Total Title Charges		$850.00

3. The fee estate or interest in the land described or referred to in this Commitment is owned, at the Effective Date by:

   The County of Gunnison, Colorado, a body corporate and politic

4. The land referred to in this Commitment is described as follows:

   See attached Exhibit "A"

By: Cara J Mayer

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

Exhibit "A"

File No. 14-12-010

Lots 1 through 30, Block 12,

Lots 1 through 10 and Lots 12 through 20, Block 17,

Lot 1 and Lots 11 through 20, Block 18,

The Alleys in Blocks 12, 17 and 18,

The West one-half of that portion of 11th Street lying South of Rio Grande Avenue,

That portion of Railroad Avenue between the East line of 10th Street and the centerline of 11th Street,

and

That portion of 10th Street lying South of Railroad Avenue,

all in RIO GRANDE ADDITION, according to the plat recorded April 14, 1961 at Reception No. 247973,

County of Gunnison,
State of Colorado.

REQUIREMENTS

The following requirements must be met:

A. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

B. Pay us the premiums, fees and charges for the policy.

C. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

D. You must supply certain documents which are not recorded:

NONE

E. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

Commitment for Information Only

Schedule B-II

File No. 14-12-010

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 which are not shown in the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of 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. Taxes and assessments which are a lien or are now due and payable; any unredeemed tax sales; any tax, special assessment, charge or lien imposed for water or sewer service; any tax, special assessment, charge or lien imposed for or by any special taxing district or on account of the inclusion of the subject property in one or more improvement districts.

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 matter excepted under (a), (b), or (c) are shown by the Public Records.

7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquired of record for value the estate or interest or mortgage thereon covered by this commitment.

   Note: When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time of recording or filing.

8. The following reservations as contained in the United States Patent recorded May 10, 1882 in Book 41 at Page 384:

   (a) The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

9. Easements, notes, reservations and recitals as set forth on the Plat of Rio Grande Addition recorded April 14, 1961 at Reception No. 247973.

10. Easements and matters as set forth in Ordinances recorded March 31, 1981 in Book 564 at Page 374 and recorded August 1, 2014 at Reception No. 628077.

First American Title	Title Insurance Commitment
	ISSUED BY **First American Title Insurance Company**
Commitment	Issuing Agent **First Gunnison Title and Escrow, Inc.**

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:
This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
D. The Company must receive payment of the appropriate premium.
E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company. The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensue that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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All Rights Reserved

S Dominguez Gunnison County, CO
11/5/2014 3:07:04 PM
447

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 14-29

A RESOLUTION INCORPORATING CERTAIN REAL PROPERTY INTO THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT AND DESIGNATION OF FEDERAL AVIATION ADMINISTRATION REQUIREMENTS AND RESTRICTIONS

WHEREAS, on March 7, 2006 the Board of County Commissioners of the County of Gunnison, Colorado (herein "Board"), pursuant to recommendation by the Federal Aviation Administration, by Resolution No: 2006-23 adopted the Gunnison-Crested Butte Regional Airport Master Plan (herein "Master Plan"); and

WHEREAS, in accordance with the Master Plan it is important for air navigation and safety purposes that real property lying within the Gunnison-Crested Butte Regional Airport (herein "Airport") be formally incorporated into the Airport and subject to the same Federal Aviation Administration (herein "FAA") requirements and restrictions as the Airport; and

WHEREAS, it is in the best interest of the public and Airport operations that the following parcel be formally incorporated into the Airport and subject to the same FAA requirements and restrictions as the Airport:

> Block 12 in its entirety, including the alley lying within, Block 17 in its entirety, including the alley lying within, Block 18 in its entirety, including the alley lying within, that portion of Railroad Avenue lying between and adjacent to Block 12 and Block 17 and that portion of 10th Street lying between and adjacent to Block 17 and Block 18, all according to the Plat of Rio Grande Addition to the City of Gunnison, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado bearing Reception No: 247973 located within the County of Gunnison, State of Colorado and as identified on Appendix "A" attached hereto and incorporated herein by reference ("herein "Parcel").

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the Parcel described above and as identified in "Appendix A", shall be and hereby is incorporated into the Gunnison-Crested Butte Regional Airport and is subject to the same Federal Aviation Administration requirements and restrictions as the Gunnison-Crested Butte Regional Airport.

INTRODUCED by Commissioner Chamberland, seconded by Commissioner Houck, and adopted this 4th day of November, 2014.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Paula Swenson, Chairperson

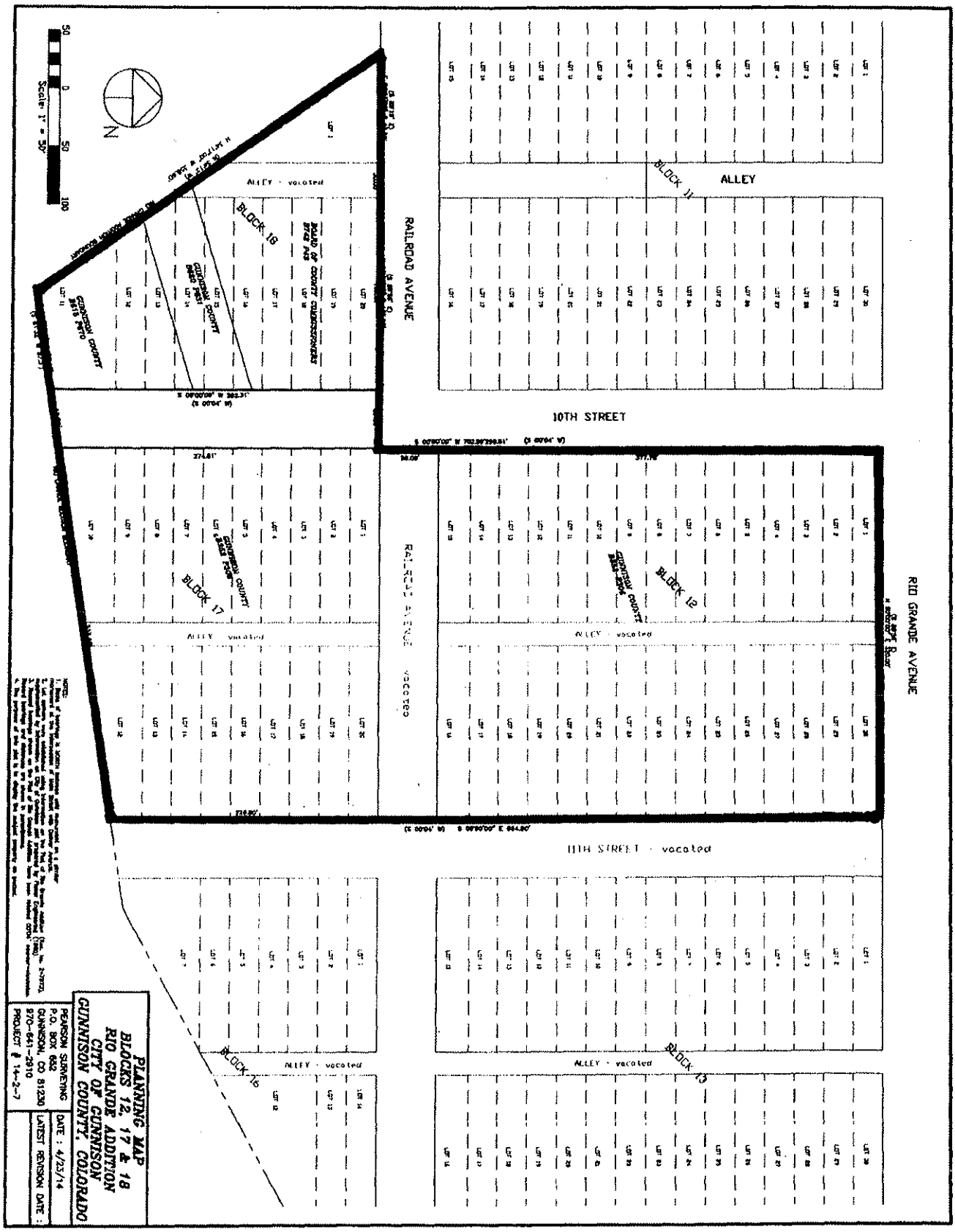
By _____
Phil Chamberland, Vice Chairperson

By _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO



Parcel

APPENDIX A

BOOK 352 PAGE 206 Recorded at 2:35 o'clock P. M. May 5, 1961

Reception No. 248120 Ethel A. Sisson Recorder.

THIS DEED, Made this 26th day of April in the year of our Lord one thousand nine hundred and sixty-one, between CITY OF GUNNISON, COLORADO, a municipal corporation of the first part, and

the County of GUNNISON 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 and No/100 Dollars ($10.00) and other valuable considerations DOLLARS, 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, hath remised, released, sold, conveyed and QUIT CLAIMED, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described real property situate, lying and being in the City of Gunnison County of Gunnison and State of Colorado, to-wit:

Lots 1 to 4, both inclusive, Lots 23 to 26, both inclusive, Block 2; Lots 23 to 26, both inclusive, Block 3; all of Block 12; Lots 1 to 15, both inclusive, Block 13; Lots 1 to 7, both inclusive, Block 16; all of Block 17; according to the official plat of RIO GRANDE ADDITION to the City of Gunnison, Colorado, on file and of record in the office of the County Clerk and Recorder of Gunnison County, Colorado.

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 said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its Mayor, and its corporate seal to be hereunto affixed, attested by its Clerk the day and year first above written.

Attest: Alex Campbell Clerk

CITY OF GUNNISON, COLORADO
a municipal corporation

By James E. Dunn Mayor

STATE OF COLORADO,
County of Gunnison } ss.

The foregoing instrument was acknowledged before me this 27th day of April 1961, by James E. Dunn as Mayor and Alex Campbell as Clerk of City of Gunnison, Colorado, a municipal corporation.

My notarial commission expires
Witness my hand and official seal.

My Commission Expires Nov. 5, 1962

Frances L. Dunn Notary Public.

No. 108-B. QUIT CLAIM DEED.—Corporation Form.
—Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1824-46 Stout St., Denver, Colorado.

BOOK 564 PAGE 374

Filed for record this 31st day of March A. D. 19 81 at 11:50 o'clock A. M. Joanne M. Reitinger RECORDER

Reception No. 358024 By Joanne Reitinger DEPUTY

ORDINANCE NO. 3
Series 1961

AN ORDINANCE VACATING PORTIONS OF RAILROAD AVENUE, 11TH STREET AND CERTAIN ALLEYS IN RIO GRANDE ADDITION, IN THE CITY OF GUNNISON, COLORADO.

WHEREAS, the County of Gunnison, State of Colorado is the owner of all of Block 12; Lots 9 to 15, both inclusive, Block 13; Lots 1 to 7, both inclusive, Block 16; all of Block 17; according to the official plat of RIO GRANDE ADDITION to the City of Gunnison, Colorado, and,

WHEREAS, Gunnison Stockgrowers Association, Inc. is the owner of Lots 9 to 13, both inclusive, the east 55 feet of Lots 14 and 15, and Lots 16 to 22, both inclusive, Block 11; all of Block 18; according to the official plat of RIO GRANDE ADDITION to the City of Gunnison, Colorado, and

WHEREAS it appears that both of the aforesaid property owners have made application for the vacation of portions of certain streets and alleys hereinafter described, and

WHEREAS it appears that such vacation will not interfere with the rights and privileges of any other property owners,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, that the following described portions of Railroad Avenue, 11th Street and alleys be, and the same are hereby vacated and discontinued as public thoroughfares, to-wit:

1. That portion of Railroad Avenue which is bounded by the east line of Tenth Street on the west and the west line of the alley running through Block 13 and Block 16, as extended on the east, RIO GRANDE ADDITION.

2. The alleys in Blocks 12, 17 and 18; that portion of the alley lying between Lots 9 to 15, both inclusive, on the west and Lots 16 to 22, both inclusive, on the east, Block 11, RIO GRANDE ADDITION.

3. That portion of 11th Street lying south of Rio Grande Avenue, RIO GRANDE ADDITION.

PROVIDED, however, that there is reserved to the City of Gunnison, Colorado, a right of way and easement over and through said vacated premises for public utilities.

PASSED, APPROVED AND ADOPTED this 16th day of May, A. D. 1961.

Leonard A. Fowler
Mayor Pro-Tem

Poor Copy When Received

Joanne M. Reitinger
County Clerk

(SEAL)

ATTEST:

Alex Campbell
City Clerk

STATE OF COLORADO)
: SS.
County of Gunnison)

I, ALEX CAMPBELL, City Clerk of the City of Gunnison, in the County and State aforesaid, do hereby certify that the foregoing ordinance was introduced and read at a regular meeting of the City Council of said City held on the 26th day of April, A. D. 1961, and by order of the said City Council was published as a proposed ordinance as the law directs for more than 10 days prior to passage, in the Gunnison County Globe, a newspaper of general circulation, and that on the 10th day of May, 1961, the said proposed ordinance was read, passed and adopted by the said City Council, aforesaid, the meeting being a regular meeting of said City Council, and said ordinance by order of said City Council, was ordered published in the aforesaid newspaper as the law directs.

WITNESS my hand and the official seal of the City of Gunnison, Colorado, this 10th day of May, 1961.

Alex Campbell
City Clerk

(SEAL)

First Publication: April 27, 1961
Last Publication: May 11, 1961

Published in the Gunnison County Globe

ORDINANCE NO. #3 Series: 1961
ty of Gunnison 358024

STATE OF COLORADO } ss.
County of Gunnison.
I hereby certify that this instrument was filed for record in my office at 11:50 o'clock A. M. March 31 19 81 and is recorded in book 564 page 374.
Joanne M. Reitinger
County Clerk and Recorder.
By Joanne Reitinger Deputy
Fee $ No Fee

0329

Filed for record the 4th day of March, A.D. 1985, at 12:45 o'clock P.M. Joanne M. Reitinger Recorder
Reception No. 386587
By Jean Lilani Deputy

QUIT-CLAIM DEED

STATE DOCUMENTARY FEE
DATE 3/4/85
No Fee

BOOK 615 PAGE 670

THIS DEED, made this 27th day of February, 1985, between NICHOLAS J. LYPPS and MICHAEL I. POTOKER, of the County of Gunnison and State of Colorado, of the first part, and the COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, 200 East Virginia Avenue, Gunnison, Colorado 81230-2297, of the County of Gunnison and State of Colorado, of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and Quit-Claimed, and by these presents do remise, release, sell, convey and Quit-Claim unto the said party of the second part, its heirs and assigns, forever, all the right, title, interest, claim and demand which the said parties of the first part has situate, lying and being in the County of Gunnison and State of Colorado, to-wit:

A tract of land within the City of Gunnison, State of Colorado, according to the plat of the Rio Grande Addition to the City of Gunnison on file in the office of the Clerk & Recorder of Gunnison County under Reception No. 247973, which tracts is more particularly described as follows:

Beginning at a point which is the southeast corner of Block 18 in said Rio Grande Addition which is the POINT OF BEGINNING; thence South 81°32' West 87.47 feet; thence North 34°13' West 110.97 feet; thence North 73°33'21" East 155.42 feet; thence South 0°04' West 122.88 feet to the POINT OF BEGINNING; said tract containing 13,527 square feet, more or less, and including all or parts of Lots 11, 12, 13 and 14 of said Block 18.

Bearings and distances used herein are relative to the recorded plat of the Rio Grande Addition.

THE PURPOSE OF THIS DEED IS TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION IN THAT WARRANTY DEED RECORDED ON FEBRUARY 1, 1985, IN BOOK 614 AT PAGE 916 OF THE RECORDS OF THE CLERK & RECORDER OF GUNNISON COUNTY, COLORADO.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and privileges thereunto belong or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns, forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Nicholas J. Lypps

Michael I. Potoker

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 27th day of February, 1985 by Nicholas J. Lypps and Michael I. Potoker. Witness my hand and official seal. My commission expires: May 12, 1988.

CHELONE H. SPITZER NOTARY PUBLIC STATE OF COLORADO

Notary Public
200 East Virginia Avenue
Gunnison, CO 81230

BOOK 620 PAGE 631

Filed for record the 13th day of August, A.D. 19 85, at 9:15 o'clock A.M. Joanne M. Reitingen
Reception No. 389328
By [signature] Deputy

WARRANTY DEED

THIS DEED, made this 9th day of August, 1985, between NICHOLAS J. LYPPS and MICHAEL I. POTOKER, of the County of Gunnison and State of Colorado, of the first part, and the COUNTY OF GUNNISON, COLORADO, whose legal address is 200 East Virginia Avenue, Gunnison, CO 81230, of the County of Gunnison and State of Colorado, of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its heirs and assigns forever, all the following described parcel of land, situate, lying and being in the County of Gunnison and State of Colorado, to wit:

STATE DOCUMENTARY FEE
DATE 8/13/85
$ No Fee

A tract of land within the City of Gunnison, State of Colorado, according to the plat of the Rio Grande Addition to the City of Gunnison on file in the office of the Clerk & Recorder of Gunnison County under Reception No. 247973, which tract is more particularly described as follows:

Beginning at a point which is the southeast corner of Block 18 in said Rio Grande Addition; thence North 0°04' East 122.88 feet to the POINT OF BEGINNING; thence South 73°33'21" West 155.42 feet; thence North 34°13' West 50.75 feet; thence North 73°33'21" East 185.23 feet; thence South 0°04' West 50.41 feet to the POINT OF BEGINNING; said tract containing 8,231 square feet, more or less, and including all or parts of Lots 13, 14, 15 and 16 of said Block 18.

Bearings and distances used herein are relative to the recorded plat of the Rio Grande Addition.

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 parties 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, its heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have 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.

And the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

NICHOLAS J. LYPPS

Michael I. Potoker

MICHAEL I. POTOKER

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 9th day of August, 1985, by Nicholas J. Lypps and Michael I. Potoker.

My commission expires May 12, 1988. Witness my hand and official seal.

CHELONE K. SPRITZER
NOTARY PUBLIC
STATE OF COLORADO

Notary Public
200 East Virginia Avenue
Gunnison, CO 81230-2297

WARRANTY DEED

389328

NICHOLAS J. LYPPS &
MICHAEL I. POTOKER

STATE OF COLORADO. }ss.
County of Gunnison.

I hereby certify that this instrument was filed for record in my office at 9:15 o'clock A.M. Aug 13 19 85 and is recorded in book 620 page 631
Joanne M. Reitinger
County Clerk and Recorder.
By Deputy
Fee $ No Fee

Filed

GUNNISON COUNTY, CO JOANNE M. REITINGER, RECORDER
450020 BK 742 PG 49 03/14/94 02:20P

GENERAL WARRANTY DEED

STATE DOCUMENTARY FEE
DATE MAR 14 1994
$ No Fee

NICHOLAS J. LYPPS and MICHAEL I. POTOKER, for good and valuable consideration, hereby sell and convey to **THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY,** whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230, the following real property in the County of Gunnison and State of Colorado, to wit:

See Exhibit A attached hereto,

with all its appurtenances, and warrant the title to the same, subject to the terms, conditions, and reservations as contained in the Patent from the United States of America in Book 41 at page 384; right of way and easement reserved to the City of Gunnison in Ordinance No. 6, Series 1959, in Book 564 at page 372; and taxes and assessments for 1994 due and payable in 1995.

Executed this _____ day of _____, 1994.

NICHOLAS J. LYPPS

MICHAEL I. POTOKER

STATE OF Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 4th day of March, 1994, by Nicholas J. Lypps.

Witness my hand and official seal.
My commission expires: May 22, 1997

Jeannie Stone
Notary Public

STATE OF Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 3rd day of March, 1994, by Michael I. Potoker.

Witness my hand and official seal.
My commission expires: May 22, 1997

Jeannie Stone
Notary Public

File No. 12,344

Russell & Mullins, P.C., P.O. Box 179, Gunnison, Colorado 81230, (303) 641-3326

EXHIBIT A

Lot 1 and Lots 11 through 20, both inclusive, Block 18, City of Gunnison, according to the official plat of RIO GRANDE ADDITION to the City of Gunnison,

EXCEPTING THEREFROM the following 2 Parcels of land:

A tract of land within the City of Gunnison, State of Colorado, according to the plat of the Rio Grande Addition to the City of Gunnison on file in the office of the Clerk and Recorder of Gunnison County under Reception No. 247973, which tract is more particularly described as follows: Beginning at a point which is the southeast corner of Block 18 in said Rio Grande Addition which is the POINT OF BEGINNING; thence South 81°32' West 87.47 feet; thence North 34°13' West 110.97 feet; thence North 73°33'21" East 155.42 feet; thence South 0°04' West 122.88 feet to the POINT OF BEGINNING; said tract containing 13,527 square feet, more or less, and including all or parts of Lots 11, 12, 13 and 14 of said Block 18.

A tract of land within the City of Gunnison, State of Colorado, according to the plat of the Rio Grande Addition to the City of Gunnison on file in the office of the Clerk and Recorder of Gunnison County under Reception No. 247973, which tract is more particularly described as follows: Beginning at a point which is the southeast corner of Block 18 in said Rio Grande Addition; thence North 0°04' East 122.88 feet to the POINT OF BEGINNING; thence South 73°33'21" West 155.42 feet; thence North 34°13' West 50.75 feet; thence North 73°33'21" East 185.23 feet; thence South 0°04' West 50.41 feet to the POINT OF BEGINNING; said tract containing 8,231 square feet, more or less, and including all or parts of Lots 13, 14, 15 and 16 of said Block 18,

County of Gunnison,
State of Colorado.

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ORDINANCE NO. 5
SERIES 2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, VACATING A PORTION OF 10TH STREET, CITY OF GUNNISON, STATE OF COLORADO.

WHEREAS, the applicant, Gunnison County, submitted an application for vacating a public property on May 6, 2014, requesting the City of Gunnison to vacate that portion of 10th Street as described in Exhibit 1; and

WHEREAS, Section 12.11 of the *City of Gunnison Land Development Code* states that approval of a vacation of a recorded plat, right-of-way or easement may only occur if the application meets all the Review Standards for a Vacation; and

WHEREAS, the Planning and Zoning Commission of the City of Gunnison held a public hearing upon the proposed vacation on May 28, 2014, and made a recommendation to the City Council that the City Council proceed with the requested street vacation, with certain conditions regarding utility easements; and

WHEREAS, the City Council of the City of Gunnison, Colorado, held a public meeting on the requested street vacation on June 10, 2014.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, ORDAINS THAT:

Section 1. Findings of Fact. Based upon the application for street vacation, the supporting materials submitted therewith, and the evidence adduced at the public hearing conducted by the Planning and Zoning Commission of the City of Gunnison, the City Council hereby finds as follows:

A. The applicant requests that a segment of the south 10th Street right-of-way be vacated.

B. Pursuant to *Colorado Revised Statutes*, upon vacation of the portion of the right-of-way described, the adjoining owners get equal portions and Gunnison County owns property surrounding the vacated right-of-way.

C. The vacation of the south 10th Street segment is not in conflict with future street extensions as contemplated by the *City of Gunnison Master Plan* (2007).

D. The vacation of this ROW segment will not create land-locked parcels or deny legal access to any parcel.

E. The establishment of a 20-foot wide utility easement within the vacated ROW area will allow for the maintenance of a stormwater drain.

F. The FAA awarded Gunnison County with grant leveraging entitlement funding to acquire land for protecting approaches to the airport and for the removal of the old Public Works buildings.

G. The south 10th Street segment is identified as an area that might create an undue risk or interference with the use and operation of the Gunnison-Crested Butte Regional Airport.

H. A large sewer line that runs east to west is within portions of the Gunnison-Crested Butte Regional Airport. A 20-foot wide utility easement within the airport property will allow for the maintenance of the existing City sewer line.

I. City Community Development staff will be participating on the steering committee to update the *Gunnison-Crested Butte Regional Airport Master Plan*. Utilities will be part of the discussion to determine the location and extent of

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utility line easements within the airport that are necessary to serve the City and the County's interests. As such, some easements granted wherein may need to be relocated.

J. The vacation of the south 10th Street ROW will protect the health, safety and welfare of the community.

Section 2. Vacation. The street which is vacated by this ordinance is a portion of South 10th Street as specified in Exhibit 1.

Section 3. Reservation of Easement. There is hereby reserved from the above vacation an easement, being 20 feet in width (10 feet each side from the centerline of the existing stormwater drain), the full length of the vacated portion indicated in Exhibit 1, to the City of Gunnison for the purpose of maintenance of the City's stormwater drain, and for vehicular access for the purpose of utility repair.

Section 4. Grant of Perpetual Easement for Underground Sewer Line. The Board of County Commissioners of the County of Gunnison hereby grants three perpetual easements for an underground sewer line which is in and across real property owned by the Grantor as specified in Exhibit 2.

Section 5. Gunnison County reserves the right to relocate the easements provided the relocation will ensure the same if not better performance of said utility. Gunnison County shall be financially responsible for any costs incurred for any future relocation of easement.

Section 6. Title. The title to such vacated street portions shall vest in accordance with the provisions of C.R.S. 43-2-302.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED, this 10th day of June, 2014, on first reading, and introduced, read, and adopted on second and final reading this 22nd day of July, 2014.

(SEAL)
ATTEST:

Mayor

City Clerk
Published in Full after first reading in
the Gunnison Country Times Newspaper
on Thursday, June 19, 2014; and
Published in Full after amendment on second reading
in the Gunnison Country Times Newspaper on July 31, 2014.

CERTIFICATION

STATE OF COLORADO)
) SS
COUNTY OF GUNNISON)

I, Gail A. Davidson, City Clerk of the City of Gunnison, Colorado, do hereby certify that the above is a true and correct copy of Ordinance No. 5, Series 2014, dated July 22, 2014, and the original remains on file and record in the City Clerk's Office and Records of the City of Gunnison.

WITNESS my hand and seal of said City of Gunnison, Colorado, this 23rd day of July, 2014.

(SEAL)

Gail A. Davidson

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Exhibit 1

A parcel of land, being a portion of 10th Street, according to the Plat of Rio Grande Addition to the City of Gunnison, filed at Reception No. 247973 in the records of Gunnison County, Colorado, being more particularly described as follows:

Commencing at the northwest corner of Block 17, said Rio Grande Addition, the POINT OF BEGINNING of the herein described parcel; thence the following courses:

1. South 00°00'00" East 274.81 feet along the west boundary of said Block 17 to the south boundary of said Rio Grande Addition (this leg is platted as S 00°04' W) ;

2. South 81°28'00" West 50.56 feet along said boundary to the southeast corner of Block 18, said Rio Grande Addition (this leg is platted as S 81°32' W);

3. North 00°00'00" East 282.31 feet along the east boundary of said Block 18 to the northeast corner of said Block 18 (this leg is platted as N 00°04' E);

4. North 00°00'00" East 50.00 feet along the south boundary of Railroad Avenue, said Rio Grande Addition to the POINT OF BEGINNING.

Basis of bearings is NORTH between city monument at the intersection of Main Street with Tomichi Avenue and a similar monument at the intersection of Main Street with Denver Avenue.
Record bearings shown on the Plat of Rio Grande Addition have been rotated 00°04' counter-clockwise.

This parcel contains 0.32 acres, more or less.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR TIMOTHY E. PEARSON 34979

Timothy E. Pearson

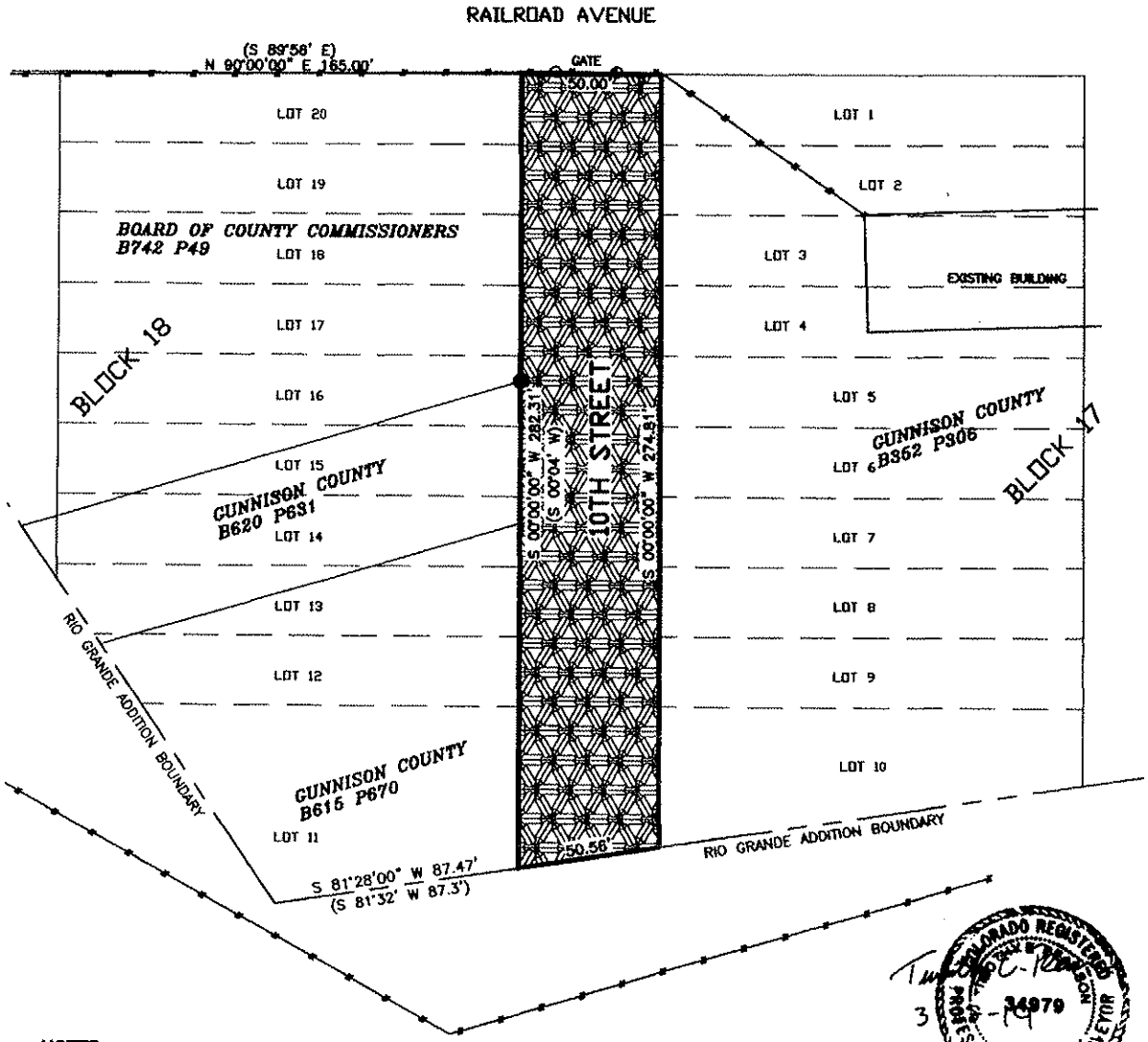
3-28-14

SHEET 1 OF 2

JOB NO. 14-2-7
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

10TH STREET VACATION

ADJACENT TO BLOCKS 17 & 18
RIO GRANDE ADDITION TO THE CITY OF GUNNISON
GUNNISON COUNTY, COLORADO



NOTES:

1. Property was located by field measurements from city monument at the intersection of Main Street with Tomichi Avenue. Basis of bearings is NORTH between said monument and a similar monument at the intersection of Main Street with Denver Avenue.

2. Lot corners were established using information on the Plat of Rio Grande Addition (Rec. No. 247973), supplemented by information on City of Gunnison plat prepared by Fisher Engineering (1960).

3. Record bearings shown on the Plat of Rio Grande Addition have been rotated 00°04' counter-clockwise. Record bearings and distances are shown in parentheses.

LEGEND

● Found rebar with aluminum cap stamped "LS 18469"

—x—x— Fence

Vacated portion of 10th Street

N

50 0 50 100

Scale: 1" = 50'.

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Exhibit 2

GRANT OF PERPETUAL EASEMENTS FOR UNDERGROUND SEWER LINE

THIS GRANT OF PERPETUAL EASEMENTS FOR UNDERGROUND SEWER LINE (herein "Grant of Easements"), is made this 15th day of June 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Grantor") and the CITY OF GUNNISON, COLORADO, a Colorado home rule municipality, whose address is 201 W. Virginia Avenue, Gunnison, Colorado 81230, (herein 'Grantee").

1. CONVEYANCE. Grantor, for and in consideration of ten dollars and no cents ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant three (3) perpetual easements to Grantee, its successors and assigns, in and across the real property wholly owned by Grantor lying within the Gunnison – Crested Butte Regional Airport as described and identified in Appendices "A", "B" and "C" attached hereto and incorporated herein by reference (herein "Easements"). The Easements shall be 20 feet wide, 10 feet on each side from the center of the sewer lines.

2. SCOPE OF EASEMENTS. The Easements shall be used by Grantee only for construction, maintenance and use of an underground sewer line system including sewer lines and manholes, which purposes include but are not limited to (i) the right to ingress to and egress from the easements for purposes of use and maintenance of an underground sewer line system including sewer lines and manholes in within the Easements, (ii) the right to excavate, grade, condition and drain within the Easements as reasonably necessary to use and maintain an underground sewer line system including sewer lines and manholes within the Easements, and (iii) the right to operate and maintain motor vehicles and construction vehicles within the Easements as reasonably necessary to use and maintain an underground sewer line system including sewer lines and manholes within the Easements, and (iv) to remove all obstructions from the Easements which may constitute a hindrance to using and maintain an underground sewer line system including sewer lines and manholes in the Easements.

3. RIGHT TO RELOCATE. Grantor reserves the right to relocate the Easements provided the relocation will ensure the same, if not better, performance of said sewer lines. Grantor shall be financially responsible for any costs incurred for any future relocation of Easements requested by Grantor.

4. RESTORATION. The Grantee shall restore the surface to its original contour as nearly as practicable, and will reasonably replace or rebuild any and all damaged parts of all drainage or irrigation systems, shrubbery, fences, signs and pavement; the damage to which is occasioned by the use or maintenance of said sewer lines under and through the Easements; however, Grantee shall have the right to cut or clear trees and brush on said Easements that might interfere with those activities. Grantee shall reseed all areas within the Easements that are currently covered with vegetation that may be disturbed during any use or maintenance of the underground sewer line system. Any such restoration shall be accomplished as soon as practical after completion of the use or maintenance of the Underground sewer line system necessitating such restoration.

5. COSTS OF SEWER LINES. Grantee shall bear the full cost of constructing, installing, operating, maintaining and repairing the sewer lines. Grantor shall have no obligation to pay for any costs associated with the sewer lines, which the exception of relocation as identified in paragraph 3 herein.

6. INDEMNIFICATION. Grantee agrees to indemnify, defend and hold harmless Grantor, its successors and assigns, Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Grantor or its agents, contractors and employees in connection with use of easements including but not limited to, constructing, installing, operating, maintaining and repairing the sewer lines.

7. NO THIRD PARTY BENEFICIARIES. This Grant of Easements is not intended to convey, and does not convey, upon any person other than Grantor and Grantee any rights, titles, interests or remedies.

8. NOTICE. Reasonable efforts shall be made by Gunnison County or any Assignee to provide the Grantor with thirty (30) day written notice to the addresses set forth above, before entry upon the Easement for construction, installation, reconstruction or maintenance; EXCEPT, in an emergency, entry shall require only a reasonable effort to make oral or written notice. In all cases, reasonable efforts will be taken to ensure that closure of any road or driveway is as brief as possible.

9. CONDITION PRECEDENT. This Grant of Easements shall have no effect whatsoever unless and until Grantor affirmatively vacates that portion of 10th Street as identified in Appendix "D" attached hereto and incorporated herein by reference and the ordinance vacating the same is independently recorded by each the Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first written.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

GUNNISON COUNTY SEAL COLORADO

ATTEST:

_____
Deputy County Clerk

ACCEPTANCE

The above Grant of Perpetual Easements for Underground Sewer Line conveyed by the Board of County Commissioners of the County of Gunnison, Colorado to the City of Gunnison, Colorado is hereby accepted by the City of Gunnison, Colorado on this 22nd day of July, 2014.

CITY OF GUNNISON, COLORADO

Robert E. Drexel, Mayor

ATTEST:

City Clerk

CITY OF GUNNISON, COLORADO
CITY SEAL
INCORPORATED FEBRUARY 23, 1880

Appendix A

Description of newly created sewer line easement prepared for the City of Gunnison.

A parcel of land within SW1/4NW1/4 of Section 1, Township 49 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, also within Gunnison County Airport Property, more particularly described as follows:

Commencing at the southeast corner of Block 1, Rio Grande Addition, filed at Reception No. 247973 in the records of Gunnison County, thence S 54°09'58" E 74.01 feet to the southeast corner of said Rio Grande Addition, also being the southwest corner of Clarke property as described in Book 767 at page 882 in said records, the POINT OF BEGINNING, thence the following courses around said parcel:

1. North 83°17'00" East 334.05 feet along the south boundary of said Clarke property;

2. South 00°27'32" West 22.78 feet;

3. South 84°32'03" West 381.29 feet;

4. South 84°05'18" West 897.20 feet to the south boundary of said Railroad Avenue, also being the south boundary of said Rio Grande Addition;

5. North 61°59'00" East 6.87 feet along said boundary;

6. North 83°20'00" East 940.66 feet along said boundary to the POINT OF BEGINNING.

This parcel contains 0.34 acres more or less.

COLORADO REGISTERED
TIMOTHY E PEARSON
34979
PROFESSIONAL LAND SURVEYOR

5-21-14

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COLORADO REGISTERED
TIMOTHY E PEARSON
34979
PROFESSIONAL LAND SURVEYOR
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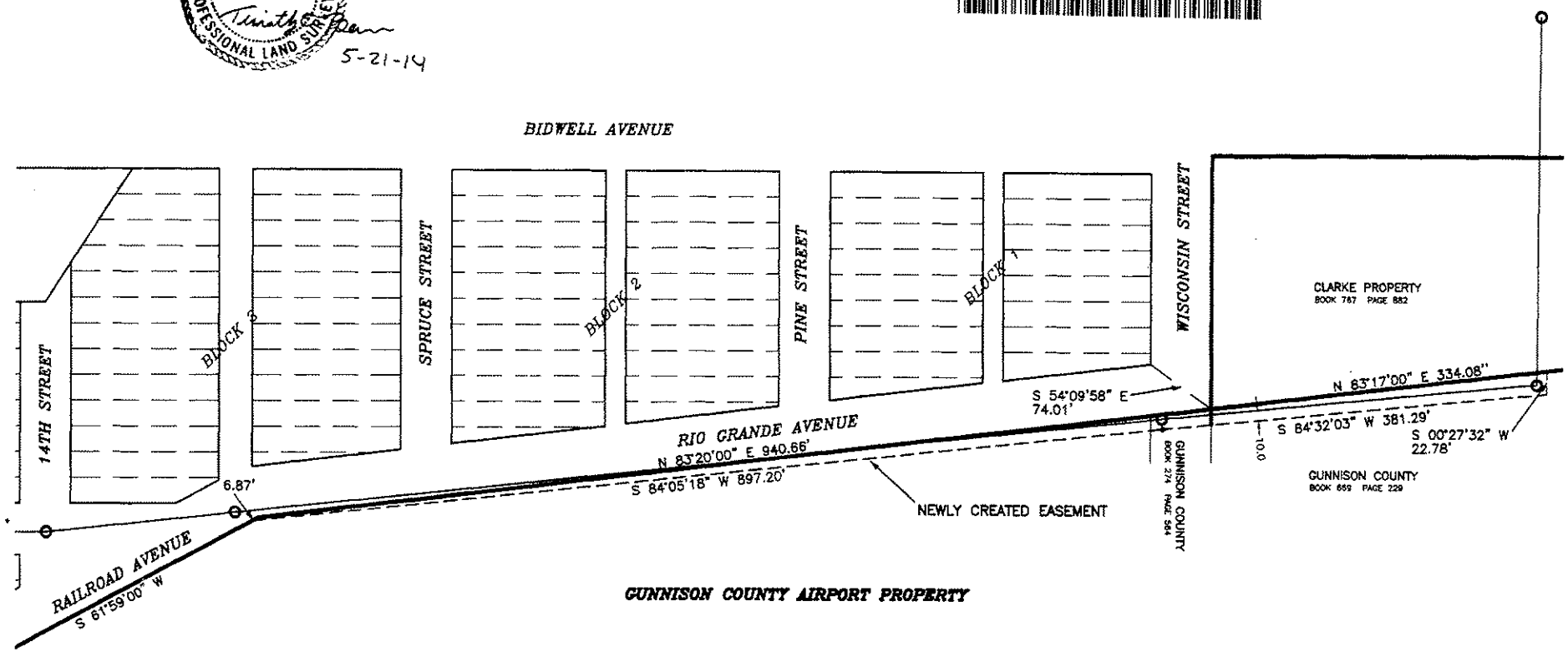

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LEGEND

○ MANHOLE

120 0 120 240

Scale: 1" = 120'

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PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

Appendix B

Description of newly created easement through Gunnison County Airport property prepared for the City of Gunnnison.

A parcel of land within Blocks 12 and 13, and within vacated 11th Street and Railroad Avenue adjacent to said Blocks 12 and 13, and within the vacated alleys within said Blocks 12 and 13, according to the official plat of Rio Grande Addition to the City of Gunnison, being more particularly described as follows:

A strip of land, 20 feet wide, lying 10 feet on each side of the following described centerline:

Commencing at the northeast corner of said Block 13, thence S 00°00'00" E 181.90 feet along the east boundary of said Block 13 to the POINT OF BEGINNING, thence the following courses along said centerline:

1. South 73°30'29" West 166.78 feet;

2. South 73°16'57" West 301.60 feet;

3. South 74°41'04" West 250.11 feet to the west boundary of said Block 12 extended, the TERMINUS of the herein described centerline.

This parcel contains 0.33 acres more or less.

Basis of bearings is north along Main Street as defined by city monuments at the intersections of Main Street with Tomiche Aveneu, and Main Street with Denver Avenue.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR TIMOTHY E. PEARSON 34[illegible]

Timothy E Pearson

12-12-06

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GUNNISON, CO 81230
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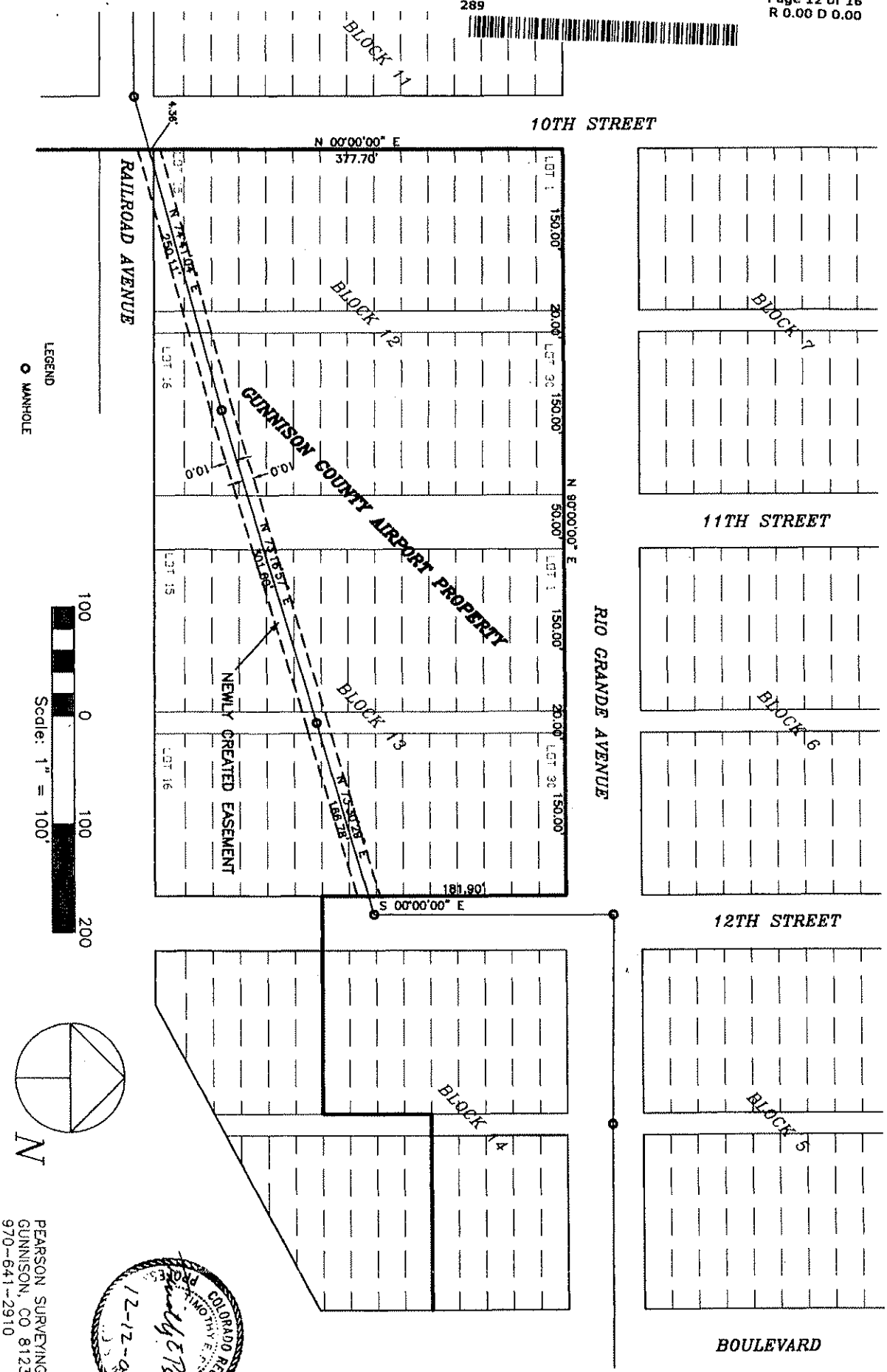

PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

Description of newly created sewer line easement prepared for the City of Gunnison. Appendix C

A parcel of land within NW1/4SE1/4 and NE1/4SW1/4 of Section 2, Township 49 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, also within that property described in 278 at page 225 in the records of Gunnison County, more particularly described as follows:

Commencing at the center quarter corner of said Section 2 (as marked by an aluminum cap stamped "LS 25644"), thence South 02°31'37" East 156.09 feet to the north boundary of said property, the POINT OF BEGINNING, thence the following courses around said parcel:

1. South 15°31'00" West 36.33 feet;

2. South 73°59'45" West 325.51 feet;

3. South 67°53'59" West 364.31 feet;

4. South 64°04'10" West 30.75 feet to the north boundary of said property described in Book 278 at page 225.

5. 114.97 feet along the arc of a curve to the right, said curve having a radius of 2010.00 feet, and a long chord bearing South 61°15'55" West 114.81 feet, along said boundary;

6. South 62°51'00" West 352.80 feet along said boundary;

7. North 67°02'02" East 130.71 feet;

8. North 64°04'10" East 367.08 feet;

9. North 67°53'59" East 362.58 feet;

10. North 73°59'45" East 335.64 feet;

11. North 15°31'00" East 53.47 feet to the north boundary of said property;

12. South 89°03'00" West 20.87 feet along said boundary to the POINT OF BEGINNING.

This parcel contains 0.48 acres more or less.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR TIMOTHY E. PEARSON 34979

Timothy E Pearson

12-12-06

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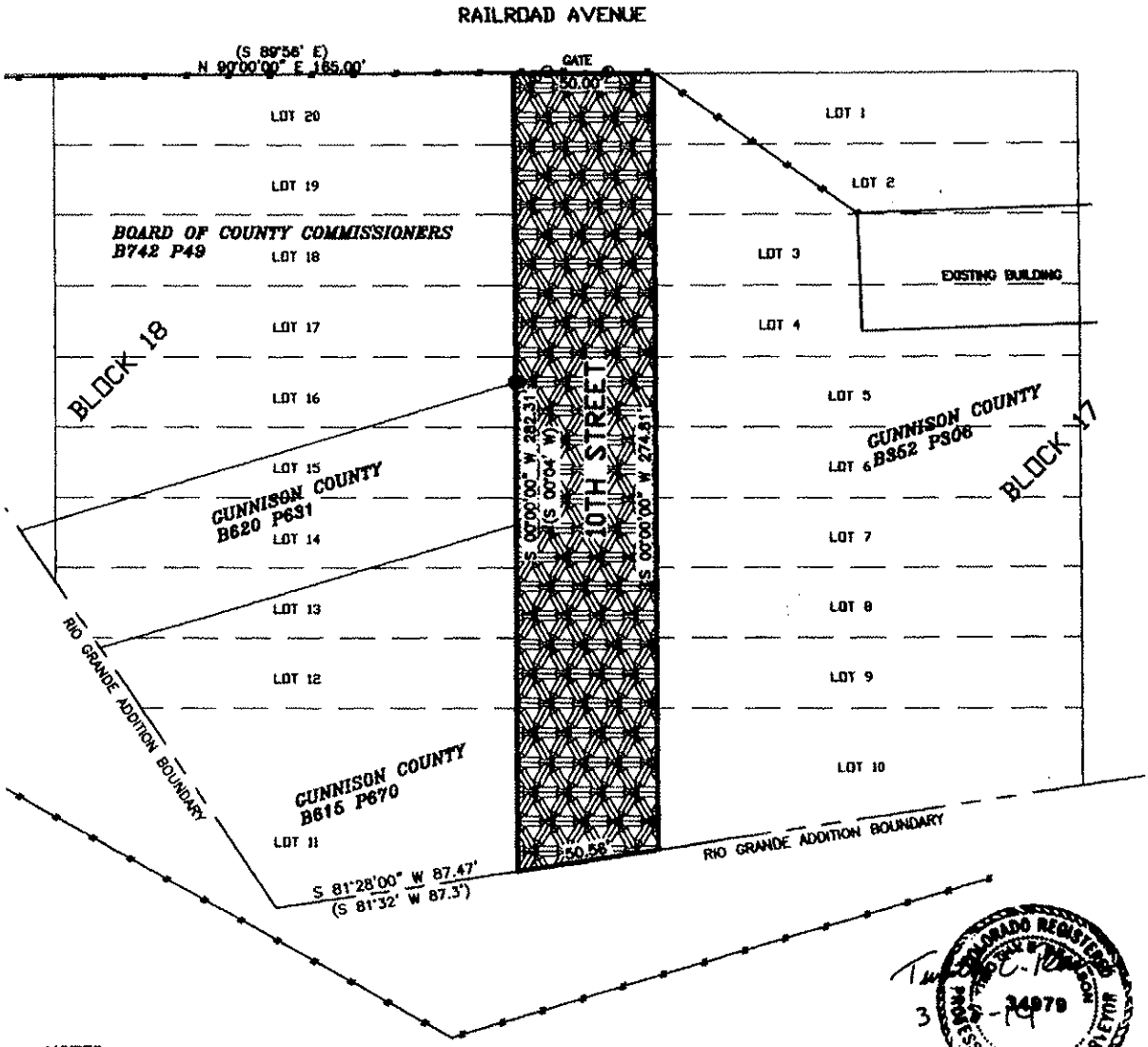
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

10TH STREET VACATION

ADJACENT TO BLOCKS 17 & 18
RIO GRANDE ADDITION TO THE CITY OF GUNNISON
GUNNISON COUNTY, COLORADO

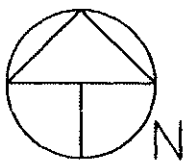


NOTES:

1. Property was located by field measurements from city monument at the intersection of Main Street with Tomichi Avenue. Basis of bearings is NORTH between said monument and a similar monument at the intersection of Main Street with Denver Avenue.

2. Lot corners were established using information on the Plat of Rio Grande Addition (Rec. No. 247973), supplemented by information on City of Gunnison plat prepared by Fisher Engineering (1960).

3. Record bearings shown on the Plat of Rio Grande Addition have been rotated 00°04' counter-clockwise. Record bearings and distances are shown in parentheses.



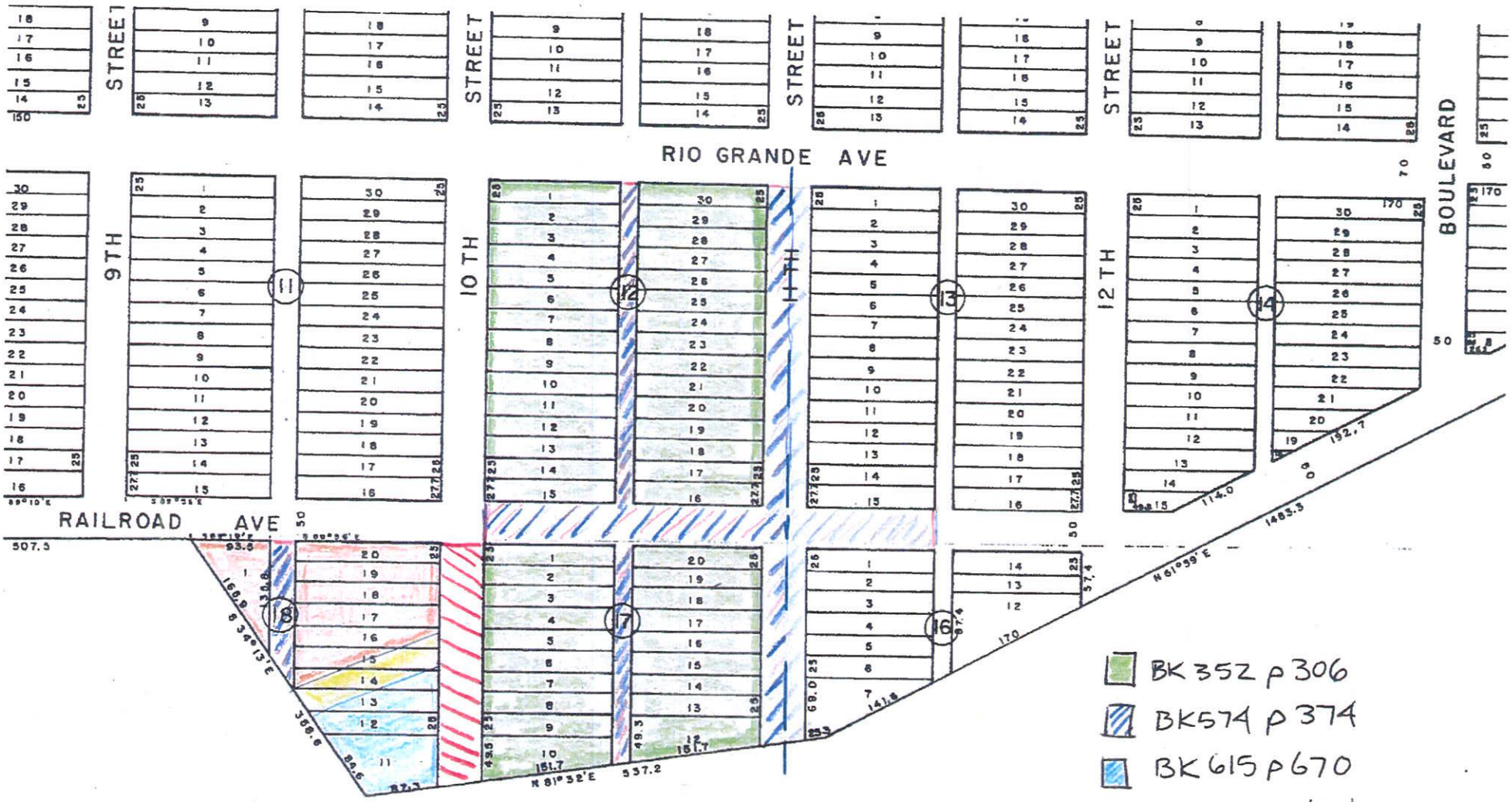
LEGEND

● Found rebar with aluminum cap stamped "LS 18469"

—x———x— Fence

Vacated portion of 10th Street

50 0 50 100
Scale: 1" = 50'


STREET
STREET
STREET
STREET
BOULEVARD
RIO GRANDE AVE
9TH
10TH
11TH
12TH
RAILROAD AVE
BK 352 p 306
BK574 p 374
BK 615 p 670
BK 620 p 631
BK 742 p 49
#628077