

**AGREEMENT BETWEEN CITY OF ALAMOSA, COLORADO AND COUNTY OF
ALAMOSA, COLORADO FOR TERMINATION OF CITY SPONSORSHIP OF
AIRPORT AND PARTITION OF JOINTLY OWNED AIRPORT PROPERTY**

THIS AGREEMENT, made and entered in to this 15th day of December, 2021, by and between the City of Alamosa, Colorado, a Colorado home-rule city, hereinafter called the "City", and the County of Alamosa, Colorado, hereinafter called the "County", and concerning the San Luis Valley Regional Airport, hereinafter called the "SLVRA".

WITNESSETH:

THAT WHEREAS, the City and the County jointly own the property on which the San Luis Valley Regional Airport is situated, consisting of approximately 1700 acres located partly in the City and mostly in the County, as shown on the attached Exhibit A, and are both listed as sponsors of the SLVRA with the Federal Aviation Administration ("FAA"), requiring the action of both bodies in order to accomplish any required filings with the FAA; and

WHEREAS, pursuant to an agreement between the City and the County dated September 8, 2000, the County has sole responsibility for the operation and management of the San Luis Valley Regional Airport, and the City has no responsibility or authority for such management, making its participation with FAA filings incongruous; and

WHEREAS, the parties desire to sever their joint ownership of SLVRA property and terminate the City's sponsorship role with the FAA; and

WHEREAS the parties have identified an approximately 27 acre parcel of jointly owned SLVRA property within City limits north of Airport Road, shown on the attached Exhibit B, as property that is not necessary for Airport operations, and is better suited to non-residential development and that may be useful for economic development; and

WHEREAS, the remaining property that has been designated SLVRA property on the Airport Layout Plan filed with the FAA is subject to an FAA encumbrance as a result of the Airport's receipt of grant funds, and the specific 27 acres referenced above were acquired in part with funding from the FAA, thereby requiring deposit of fair market value in the SLVRA account in order to release that encumbrance, pursuant to the statutes, codes, and FAA policies referenced and discussed in Section 5190.6B Chapter 22 of the FAA's Airport Compliance Manual, and especially the financial terms on which a release can happen discussed in Section 22-16(c) thereof; and

WHEREAS: Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section 29-1-201, *et seq.*, encourages, permits and authorizes intergovernmental agreements to accomplish mutually beneficial objectives such as efficient management of jointly owned property for airport purposes; and

WHEREAS: the City and County have determined that the SLVRA can most effectively be managed by one entity, and that it serves no purpose for the City to continue to jointly own SLVRA property while having no management responsibility or authority, and it similarly serves no purpose for the identified 27 acres to remain Airport property, or for the County to continue to jointly own that property;

NOW, THEREFORE, for valuable consideration, the City and County agree to partition their jointly owned airport property and to remove the City as a sponsor of the SLVRA while providing for the County, as remaining sponsor, to pursue release of the FAA encumbrance on the 1700 acres of airport property and a portion of said property being conveyed to the City under the following terms and conditions:

TERMINATION OF CITY SPONSORSHIP

1. The parties shall cooperate in order to effectuate the removal, with the FAA, of the City as a sponsor of the SLVRA, executing whatever documents may be reasonably required to accomplish that removal.

PARTITION OF JOINTLY OWNED PROPERTY

2. The parties shall convey the approximately 1700 acres of jointly owned property as shown in the attached Exhibit A by special warranty deed, free of all liens and encumbrances other than the FAA encumbrance described above, to the County in its sole possession.
3. The parties shall convey the jointly owned Well No. 1, Case No. W-887, Registration No. 50571 and Well No. 2, Case No. W-887, no registration number, to the County by bargain and sale deed, free of all liens and encumbrances other than the FAA encumbrance described above, to the County in its sole possession.

RELEASE OF FAA ENCUMBRANCE

4. The parties have obtained an appraisal dated February 20, 2018 from Walters & Associates, showing the estimated value of the 30-acre parcel shown on Exhibit B (prior to conveyance of approximately 3 acres to the Denver Dumb Friends League) and to be removed as "Airport property" as \$265,000. The parties are not convinced this is a reasonable number, and will further discuss the value with the appraiser, and split any costs involved in obtaining a modification and update to the appraisal.

5. The County shall, as soon as reasonably possible but no later than 2023, obtain a release of the FAA encumbrance on the remaining 27 acres shown on Exhibit B by purchasing said property for fair market value subject to Section 5 herein. Funds received by SLVRA for the sale of said property shall be designated for the sole use by the SLVRA, and may be done in lieu of extraordinary contributions that the County may make to the Airport in future years.
6. Upon removal of the encumbrance of the remaining property described in Exhibit B, Alamosa County shall convey by special warranty deed, free of all liens and encumbrances, the western half (Approx. 13.5 acres) of the property described therein to the City. The parties shall split the costs of any survey necessary to effectuate said conveyance.
7. Should any of the remaining property described in Exhibit B sell to a third party, prior to improvements being made thereon, the proceeds from any sale of the remaining property described in Exhibit B shall be split evenly between the parties, no matter which portion of property has been sold

GENERAL TERMS AND CONDITIONS

8. Time is of the essence of this agreement.
9. The parties acknowledge that this Agreement calls for performance by both parties, and that breach of this agreement will not be readily compensable in damages. Therefore, the parties agree that in the event of litigation involving an alleged breach of this Agreement, the non-breaching party shall be entitled to specific performance.
10. No third party is intended nor shall be deemed to have been given any rights or obligations by virtue of this Agreement. This Agreement does not and shall not be deemed to confer upon or grant to any non-party any right of fire protection, emergency response or right to claim damages, to bring any lawsuit, action or other proceedings against any Party to this Agreement because of any breach of this Agreement or because of any term, covenant, condition or agreement contained herein.
11. The Provisions of this Agreement are severable and if for any reason, a clause sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board, or commission, having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions which can be given reasonable effect without the invalid provision.

12. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, or such public boards, committees, commissions or entities as shall succeed substantially to the rights, powers, and duties of the parties hereto respectively. All provisions that remain executory after the exchange of deeds referenced in paragraphs 2, 3 & 6 above shall survive such conveyance.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the City of Alamosa by the Mayor for the City after the approval by the City's Council on the 15th day of December, 2021, and by the Board of County Commissioners of Alamosa County, acting by and through its Chairperson, on the 8th day of December, 2021.

CITY OF ALAMOSA

Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

COUNTY OF ALAMOSA

Michael Yohn, Chair

ATTEST:

Belina Ramirez, Deputy Clerk