



## Meeting Minutes

### Airport Economic Development Advisory Board

Thursday, December 18, 2025

6:30 PM

In-Person

#### **1. Meeting Called to Order at 6:30**

Duration: 1:55

#### **2. Roll Call and Quorum**

- A. Michael Bowden – In attendance
- B. Kevin Cain – In attendance
- C. Emmet Dowling – In attendance
- D. Paul Houghtaling – In attendance
- E. Lyle Martin – In attendance
- F. Andrew McLean – In attendance
- G. Jennifer Webb – In attendance
- - - - -
- H. Julian Jacquin – In attendance
- I. Jason Hurd – In attendance
- J. Brandon Bell – In attendance
- K. Anil Pesaramelli – Not present
- L. Mayor Andrew Moore in attendance

#### **3. Pledge of Allegiance**

#### **4. Approval of Meeting Minutes**

- A. Dec 2025 Agenda
- B. Nov 2025 Minutes

#### **5. Public Comment**

- A. None

#### **6. General Business**

- A. Officer Reports
  - 1. Chair Houghtaling.
  - 2. Vice Chair Dowling
  - 3. Secretary Bowden

B. Committee Reports none

1. *Finance*  
*None.*
2. *Hangar Committee*  
*None*
3. *Community Engagement*  
*None*

*C. Airport Manager's Report*

1. *None*

*D. Economic Director Report*

1. *None*

**7. New Business**

- A. The entire meeting consisted of discussion of the new Proposed Airport Fee Structure*

**8. Adjournment at 8:25 PM**

*Next regular meeting – January 22, 2026*

## EASEMENT AGREEMENT

THIS AGREEMENT, made as of the 8<sup>th</sup> day of June, 1987, is by and among SKIES UNLIMITED, INC., a Colorado corporation ("Grantor") and the persons executing this Agreement as Grantees (each a "Grantee"; collectively, the "Grantees")

WHEREAS, Grantor is the owner of certain real property (the "Grantor's Property") located in Weld County, Colorado, legally described as follows:

Tract H, ERIE AIR PARK SUBDIVISION,  
County of Weld, State of Colorado,  
according to the Plat thereof recorded May 3, 1978,  
in Book 830, Reception No. 1752380 of the records of  
the Clerk and Recorder of Weld County, Colorado;

WHEREAS, each Grantee owns certain residential real property adjacent to the Grantor's Property in Weld County, Colorado, which property is legally described opposite the Grantee's name on the signature pages hereof (such properties are collectively referred to herein as "Grantees' Property");

WHEREAS, Grantor has developed an airport on the Grantor's Property which includes runways, taxiways and appurtenant systems and facilities and which is known as Tri-County Airport (the "Airport");

WHEREAS, the runways and taxiways of the Airport were intended to be available for use by the owners of the Grantees' Property, subject to certain conditions such as the Declaration of Covenants, Conditions and Restrictions for the Erie Air Park Subdivision (the "Covenants"), recorded May 11, 1978, in Book 831, Reception No. 1753140, of the records of the Clerk and Recorder of Weld County, Colorado, which provided for certain runway maintenance assessments against the Grantees' Property and the owners thereof;

WHEREAS, Grantor is the airport owner referred to in the Covenants to whom the owners of the Grantees' Property are required to pay runway maintenance assessments under the Covenants; and

WHEREAS, Grantor desires to convey to the Grantees, on the terms hereinafter set forth, a perpetual non-exclusive easement to use the runways and taxiways of the Airport and to substitute the terms of this Agreement for its right to receive assessments from the Grantees and subsequent owners of the Grantees' Property pursuant to the terms of the Covenants;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly confessed and acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor, for itself and its successors and assigns, upon and subject to the remaining terms of this Agreement, does hereby grant, assign, sell, convey and set over to the Grantees, and each Grantee severally, and to their respective heirs, personal representatives, successors and assigns, a perpetual non-exclusive easement (the "Easement"), appurtenant to the Grantees' Property and the portion thereof owned by each Grantee, to, on, over, under and across the Grantor's Property, specifically including, without limitation, all runways and taxiways now or hereafter existing or constituted on the Grantor's Property, for purposes of ingress and egress by aircraft under power by each Grantee and the Grantee's family members, guests, tenants, licensees and invitees.

2. Maintenance Assessments. Each of the Grantees covenants and agrees to pay to Grantor or Grantor's successors or assigns an annual calendar-year assessment to be used as hereinafter set forth for the maintenance and repair of the asphalt or paved portions of the runways and taxiways included within the Easement. Such assessments (except

the assessment for 1987) shall be due and payable on February 1 of each calendar year, or thirty (30) days after Grantor's delivery, in accordance with Section 12 hereof, of a statement therefor containing the information hereinafter prescribed, whichever is later. Grantor, for itself and its successors and assigns, covenants and agrees to deliver to each Grantee a statement of the assessment owed each calendar year, which statement will clearly set forth the manner in which the assessment described therein was calculated, together with the information required pursuant to Section 3 of this Agreement. The first such assessment shall be due in and for calendar year 1987 and shall be \$187.00 for each lot owned within the Grantees' Property. Such 1987 assessment and any prior assessments which are due and owing shall be due on or before the execution of this Agreement, without any further statement therefor required. The annual assessment may be increased thereafter in accordance with the following provisions. Commencing in 1988, the maximum permissible assessment increase shall be limited to the amount of the increase, if any, during the previous calendar year in the U.S. CITY AVERAGE CPI FOR ALL URBAN CONSUMERS, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"). If the Index is discontinued or no longer published, increases shall be calculated on the basis of the change in any comparable and recognized index.

The annual assessment provided for herein shall be the personal obligation of the person or persons owning a lot included within the Grantees' Property at the time such assessment becomes due hereunder. At time of transfer of a lot or lots owned by a Grantee, all past and presently due and owing assessments on said lot or lots shall be paid in full. Upon twenty-one (21) days written notice from any Grantee or any mortgagee, prospective mortgagee, purchaser or other prospective transferee of or from any Grantee, Grantor shall furnish a written statement setting forth the amount of all unpaid assessments, if any, with respect to that portion of Grantees' Property owned by such Grantee. Any such written statement shall be binding upon Grantor, and if such written statement is not furnished within twenty-one (21) days following the giving of a written request therefor, all prior assessments shall be deemed to have been paid in full.

3. Use of Assessment Funds. All assessments paid or collected hereunder, together with any interest accrued and paid or collected with respect to delinquent assessments, shall be deposited and held in a separate interest-bearing trust account (the "Account") by Grantor and shall not be commingled with any other funds. Withdrawals may be made from the Account only for the purpose of paying for the maintenance or repair of the asphalt or paved portions of the runways, taxiways and aprons included in the Easement and also for the payment of any and all related administrative costs. The annual statement of assessments shall contain a summary of the transactions affecting the Account during the previous calendar year.

4. Assessments Under Covenants Waived. It is understood, acknowledged and agreed that the assessments herein provided for are in substitution and replacement of the assessments required of the Grantees under the Covenants. Accordingly, Grantor, who hereby represents that it is the airport owner referred to in the Covenants to whom assessments under Article III, Section 28 thereof are currently required to be paid, and Erie Air Park Company, a Colorado joint venture who hereby represents that it is the Declarant referred to in the Covenants, for themselves and their respective successors and assigns, hereby waive and forever relinquish their rights to collect or receive from the Grantees or any Grantee, or any subsequent owner of any portion of the Grantees' Property, any assessments under Article III, Section 28 of the Covenants (as now existing or hereafter amended) and any other assessments under the Covenants (as now existing or hereafter amended) of the same or a similar type or which are, in whole or in part, intended or utilized, directly or indirectly, for maintenance, repair or upkeep of the runways, taxiways or aprons of the Airport, except in the event the Easement or the Grantees' rights under this Agreement are terminated as a result of a foreclosure by a senior lienholder. If the Easement or Grantees' rights under this Agreement are terminated as a result of any such foreclosure by a senior lienholder, then the obligation to pay assessments under the Covenants shall again be applicable, provided, however, that no Grantee shall have any obligation to pay such assessments under the Covenants

unless such Grantee is provided or afforded access to the Grantor's Property, substantially similar to the access herein provided, for purposes of ingress and egress by aircraft. Except as waived and relinquished above, and except as otherwise modified by or inconsistent with the terms and provisions of this Agreement, the Covenants shall remain in full force and effect. No owner of a residential lot in Erie Air Park Subdivision shall be a Grantee hereunder or subject to the benefits and burdens of this Agreement, unless such owner or a previous owner of such lot is a signatory hereto. As to any owner of a residential lot in Erie Air Park Subdivision subject to the Covenants who has not so become a Grantee hereunder or subject to the benefits and burdens of this Agreement, the Covenants shall remain in full force and effect.

5. Effect of Nonpayment; Remedies. In the event that any Grantee shall fail to pay when due the annual assessment required hereunder, Grantor may, upon thirty (30) days advance written notice of default to the defaulting Grantee, exercise at its option any or all of the following remedies against the defaulting Grantee:

(a) Deny the defaulting Grantee access to and use of the runways and taxiways included within the Easement by any peaceful means reasonably calculated to prevent such access and use, until such time as the delinquent assessment, together with interest as hereinafter provided for, costs and reasonable legal fees are paid in full;

(b) Charge the defaulting Grantee interest on the unpaid assessment from the due date at the rate of eighteen percent (18%) per annum, together with reasonable legal fees and costs incurred in collection;

(c) For each instance of default, record a lien against that portion of the Grantees' Property owned by the defaulting Grantee. Each and every such lien shall be valid and enforceable for a period of 20 years and shall be superior to all other liens, encumbrances, homestead exemptions, or other exemptions now existing or hereafter created under or pursuant to applicable federal or state law except only for tax and special assessment liens in favor of any assessing unit and all sums unpaid on a first mortgage or first deed of trust of record prior to the recording of the assessment lien. In the event a lien is recorded against that portion of the Grantees' Property owned by any Grantee, the sale or transfer of such property shall not affect the assessment lien, except that the sale or transfer of any such property pursuant to the foreclosure of any first mortgage or first deed of trust of record prior to the recording of the lien hereunder, to any person or entity other than one entitled to cure or redeem with respect to such first mortgage or first deed of trust, or any transfer or proceeding in lieu thereof, shall extinguish the lien of such assessments (but not the owner(s) personal obligation therefor) as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the Grantees' Property or the owner(s) thereof from liability for any assessments thereafter becoming due or from any lien therefor. Each of the Grantees hereby expressly waives all federal and State of Colorado rights of homestead exemption or other exemption whether or not so titled in the Grantees' Property. Grantor shall, upon the payment in full of the delinquent assessment and such interest, costs and reasonable legal fees as are provided for herein, record a release of lien (in the event a lien has been recorded following a default). In the event Grantor obtains title to any portion (but less than all) of the Grantees' Property, through foreclosure of such a lien or otherwise, there shall occur no merger and the provisions of this Agreement and the Easement shall remain in full force and effect with respect to such portion of Grantees' Property;

(d) Enjoin the defaulting Grantee's access to and use of the runways and taxiways included within the Easement, until such time as the delinquent assessment, together with such interest, costs and reasonable legal fees as are provided for herein, are paid in full; and

(e) Pursue any other remedy available to Grantor, at law or in equity, for the enforcement of the delinquent assessment.

6. Rules and Regulations. Grantor may from time to time promulgate and publish rules and regulations regarding the use and operation of aircraft or other vehicles on Grantor's Property, and each Grantee shall, upon sixty (60) days advance written notice, comply with all such rules and regulations which are reasonable, uniform and

applicable not only to the Grantees but to all others who use the Grantor's Property, including Grantor. Grantees shall also comply with all laws and governmental or quasi-governmental rules and regulations applicable to the use and operation of aircraft on Grantor's Property. In the event any Grantee shall breach any such law, rule or regulation, Grantor may deliver to the defaulting Grantee written notice of such breach, which notice shall clearly and specifically identify the action or omission constituting the breach. If the defaulting Grantee shall breach the same rule or regulation within six (6) months following the delivery of any such notice, or have more than three (3) notices of violation in any twelve-month period, Grantor shall have the right to deny the defaulting Grantee access to and use of the runways and taxiways included within the Easement for a period of up to one year, by any peaceful means reasonably calculated to prevent such access and use, or to exercise, at its option, any or all of the following remedies:

(a) Enjoin the defaulting Grantee's access to and use of the runways and taxiways included within the Easement for a period of up to one year; and

(b) Pursue any other remedy available to Grantor, at law or in equity, for the enforcement of said rules and regulations.

7. Remedies Cumulative; Grantees' Obligations Several. All remedies provided herein to Grantor are cumulative and non-exclusive, and are in addition to any other remedy now or hereafter available at law or in equity. It is understood, acknowledged and agreed, however, that the obligations of the Grantees hereunder are several and not joint, and that a default by one Grantee shall not limit or affect the rights or expand or affect the obligations of any other Grantee hereunder.

8. Maintenance and Repair. Grantor, for itself and its successors and assigns, hereby covenants and agrees that it shall maintain or cause to be maintained the Easement, specifically including, without limitation, the removal of snow in a reasonably timely manner and the repair of damage to such areas, however caused, in a reasonably timely manner, in a manner consistent with and appropriate for the safe utilization of such areas for their intended purposes. It is acknowledged and agreed that Grantor shall be entitled to deny Grantees the use of the Easement for such periods of time as are reasonably necessary to accomplish needed or appropriate maintenance and repairs.

9. Prior Liens; Covenant Dependency. Grantor represents and warrants to each Grantee that Grantor owns the entire fee simple interest in and to Grantor's Property, and has good right, full power and lawful authority to enter into this Agreement and grant, bargain, sell, and convey the Easement in the manner and form set forth herein, and that the execution and delivery of this Agreement by Grantor will not result in a breach or default under any instrument or document to which Grantor is a part or to which Grantor's Property is subject. Grantor further represents and warrants to each Grantee that the Easement hereby conveyed is free and clear from all former grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature, except the lien for real property taxes and except all easements, covenants, conditions, restrictions, reservations, and encumbrances of record, and that so long as such Grantee complies with the provisions set forth in this Agreement, such Grantee's use and quiet and peaceable enjoyment of the Easement shall not be disturbed. If the Easement is terminated or if any Grantee's use or quiet and peaceable enjoyment of the Easement is disturbed or terminated, as a result of foreclosure of any senior encumbrance or for any other reason except the exercise by Grantor, in accordance with this Agreement, of the remedies available to it hereunder following a default by such Grantee, then all obligations of the Grantees hereunder, including, but not limited to, the obligation to pay assessments pursuant to paragraph 2 of this Agreement, shall automatically terminate, and the Grantees shall have such other rights and remedies as are available hereunder or at law or in equity. The obligations of each Grantee hereunder are expressly dependent upon the continued existence of all the rights of Grantees set forth herein, and upon the performance of all covenants of Grantor contained herein. This Agreement shall be liberally construed to effect such dependency.

10. Non-Exclusive Easement; Reserved Rights. The Easement is non-exclusive, and Grantor, for itself and its successors and assigns, reserves the right to use the property included within the Easement for any purpose that does not interfere with the use thereof by the Grantees. Grantor further reserves, for itself and its successors and assigns, the right to alter the location of runways, taxiways and aprons included within the Grantor's Property, or to otherwise modify the Grantor's Property, provided that no such alteration or modification shall materially diminish the total surface area of the runways, taxiways and aprons in the Grantor's Property or deny or significantly restrict the access of any Grantee to the runways, taxiways and aprons in the Grantor's Property, and provided, further, that the existing or modified main (North-South) runway shall always remain paved with asphalt or better materials and shall be a minimum of 5,385 feet in length and 60 feet in width. Grantor covenants and agrees to keep the property included within the Easement clear of obstructions and structures which would interfere with the rights of the Grantees hereunder, and each of the Grantees hereby agrees to keep the property included within the Easement clear of obstructions and structures which would interfere with the permitted use of the Easement by Grantor and the other Grantees.

11. Benefit of Easement and Negative Covenant. Grantor hereby covenants and agrees that if any owner of a residential lot, not a signatory hereto, in ERIE AIR PARK SUBDIVISION now or hereafter adjacent or having access to the Grantor's Property desires the use of the Airport, Grantor shall make such use available to such owner on the same terms and conditions as set forth in this Agreement. It is intended that such owners of residential lots in ERIE AIR PARK SUBDIVISION be third party beneficiaries of the foregoing provisions of this paragraph 11. Accordingly, each such owner shall have the right to enforce such provisions and the benefits of this Agreement, including paragraph 14 hereof, in any action to enforce such provisions. The parties do not intend by the foregoing provisions of this paragraph 11 to create any interest subject to the rule against perpetuities. However, if it is determined that the rule against perpetuities must be applied, then the applicable perpetuities period during which the foregoing rights of this paragraph 11 shall be exercisable shall be twenty-one (21) years after the last to die of the following named individuals (who are Grantees named herein): Ronald R. Keith, Ray Lenz and Beverly Cameron. Grantor further covenants and agrees, for itself and its successors and assigns, that it shall not grant or convey, at any time, any such right of access to or use of the Airport to any such owner of a residential lot in ERIE AIR PARK SUBDIVISION not a signatory hereto, except upon the identical terms and conditions applicable to the Grantees hereunder.

12. Notice. Any notice required or permitted hereunder shall be in writing, either delivered personally or delivered by certified or registered mail, postage prepaid, addressed as follows:

If to Grantor:

Skies Unlimited, Inc.  
c/o Mrs. Caralee J. Pierce  
350 Baron Court  
Erie, Colorado 80516

If to a Grantee:

To the Grantee's address set forth opposite his signature on the signature pages hereof.

Notice so given shall be deemed to have been given when delivered, if personally delivered, or three (3) days after mailing, if mailed. Grantor may change the address to which future notices shall be sent by notice so given to all the Grantees. Any Grantee may change the address to which future notices to such Grantee shall be sent by notice so given to the Grantor.

13. Provisions to Run with Land. The benefits and burdens of each of the rights, easements, covenants and agreements set forth herein shall annex to and run with the land herein described (the Grantor's Property and the Grantees' Property) and shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. Attorneys Fees. In the event of any dispute between any of the parties hereto concerning the rights, duties and obligations under this Agreement, or in the event any action is taken to enforce the provisions of this Agreement, whether or not litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the losing party.

15. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado.

16. Commercial Lots. This Agreement shall not apply to or be available for commercial lots unless provided specifically for herein and only single family residential lots shall have the rights provided for under this Agreement or the right to request the right of access provided for under paragraph 11 of this Agreement.

17. Entire Agreement, Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it may be amended, modified, changed or terminated only by an instrument in writing recorded with the office of the Clerk and Recorder of Weld County, Colorado, and signed by the Grantor and by Grantees owning at least ninety percent (90%) of the total number of residential lots then subject to this Agreement, exclusive of residential lots owned by the Grantor or any affiliate of the Grantor, provided, however, that this Agreement may be amended to add additional residential lots in ERIE AIR PARK SUBDIVISION on the same terms and conditions set forth in this Agreement, as contemplated in paragraph 11 above, by a recorded written instrument signed by the Grantor and by the record owner(s) of the residential lot(s) to be added. For purposes of this paragraph, an affiliate of the Grantor shall mean: (a) any person or entity owning or controlling 10% or more of the outstanding voting securities of the Grantor; or (b) any officer, director or partner of the Grantor.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first set forth above.

GRANTOR:

ATTEST:

SKIES UNLIMITED, INC.,  
a Colorado corporation

  
Secretary

By:   
Caralee J. Pierce, President





STATE OF COLORADO

COUNTY OF WELD

The foregoing instrument was acknowledged before me in WELD County this 13<sup>th</sup> day of July, 1987, by FLOYD L & WANDA V DEBET.

Witness my hand and official seal.

My commission expires: 06-25-89.

Deursly J Cameron  
Notary Public



GRANTEE:

Owner(s) of:  
Lot 14, Block 4,  
ERIE AIR PARK SUBDIVISION,  
according to the Plat thereof  
recorded May 3, 1978, in Book  
830, Reception No. 1752380,  
of the records of the Clerk  
and Recorder of Weld County,  
Colorado, all in the County  
of Weld, State of Colorado,  
also known as:

Bradley B. Davenport  
Willa R. Davenport

2955 So Piper Dr  
ERIE Colo 80576

STATE OF COLORADO

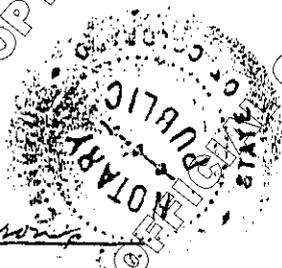
COUNTY OF WELD

The foregoing instrument was acknowledged before me in WELD County this 13<sup>th</sup> day of JULY, 1987, by BRADLEY B & WILDA R DAVENPORT.

Witness my hand and official seal.

My commission expires: 06-25-89.

Deursly J Cameron  
Notary Public







AR2019668

JOINT VENTURE AFFIDAVIT AND  
POWER OF ATTORNEY

COPY

STATE OF COLORADO

ss

COUNTY OF WELD

The undersigned, of lawful age, being first duly sworn, upon  
oath depose and state as follows:

The ERIE AIR PARK COMPANY, a joint venture, is made up on the  
following persons;

- Thomas Lee Pierce of Terminal Building, Tri-County Airport, Erie, Co 80516
- Caralee J. Pierce of 2380 South Cessna Drive, Erie, Co 80516
- Larry O. Malleis of 5362 W. 83rd Ave., Arvada, Co 80003
- Leroy G. Pierce of 130 Stearman Court, Erie, Co 80516
- Sue A. Brown of 6430 A West 80th Drive, Arvada, Co 80003

who hereby constitute and appoint THOMAS LEE PIERCE OR CARALEE J. PIERCE  
OR LARRY O. MALLEIS OR LEROY G. PIERCE OR SUE A. BROWN their true and  
lawful attorney to act for them jointly and in their name, place and  
stead, for their joint use and benefit. They hereby grant to the said  
THOMAS LEE PIERCE OR CARALEE J. PIERCE OR LARRY O. MALLEIS OR LEROY G.  
PIERCE OR SUE A. BROWN full power and authority to do all things and  
perform all acts necessary or convenient for their benefit as they might  
themselves do personally, including, but not limited to, execute contracts,  
deeds, deeds of trust and all other documents required to buy, sell, convey,  
lease, mortgage or otherwise affect title to real property. Further,  
they hereby ratify and confirm all that the said THOMAS LEE PIERCE OR  
CARALEE J. PIERCE OR LARRY O. MALLEIS OR LEROY G. PIERCE OR SUE A. BROWN  
shall do lawfully by virtue hereof.

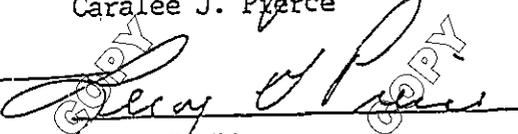
THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY OF  
ANY PRINCIPAL.

Executed this 26 day of June, 1985.

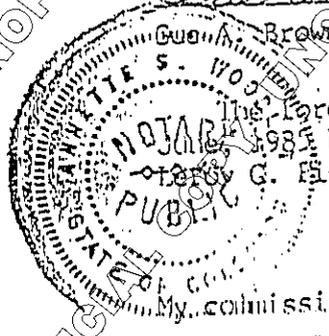
  
\_\_\_\_\_  
Thomas Lee Pierce

  
\_\_\_\_\_  
Caralee J. Pierce

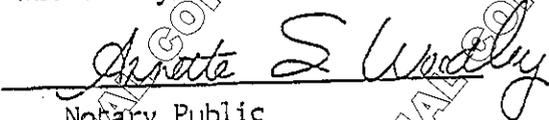
  
\_\_\_\_\_  
Larry O. Malleis

  
\_\_\_\_\_  
Leroy G. Pierce

  
\_\_\_\_\_  
Sue A. Brown



The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
June, 1985 by Thomas Lee Pierce, Caralee J. Pierce, Larry O. Malleis,  
Leroy G. Pierce, Sue A. Brown. Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

12/1/86