

Meadow Lake Airport Association

13625 Judge Orr Road, Meadow Lake Airport (KFLY), Peyton, CO 80831-6051

Date: December 24, 2023

To: El Paso County Planning and Community Development Department

Subj: **4-Way Commercial Site Development Plan**

File: PPR2347

Ref: (a) C.R.S. 43-10-113 "Safe Operating Area Around Airports"
(b) Meadow Lake Airport Layout Plan (2019)
(c) FAA AC 150/5190-4B, "Airport Land Use Compatibility Planning"

The 4-Way Commercial site lies entirely under the traffic pattern for Meadow Lake Airport's primary runway (Runway 15-33), but outside the current instrument approaches to that runway [enclosure (1)]. The properties in the proposed development may be subject to noise and vibration from aircraft operating at the airport. They also cannot be developed in any manner so as to have an adverse effect on the safe operation of aircraft.

The Board of County Commissioners required a **Disclosure Notification** on the plat for Saddlehorn Ranch [enclosure (2)]. We request the same disclosure be required and listed on the plats for the Meadow Lake Industrial Park.

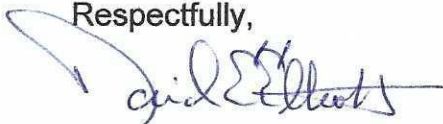
In addition to the Disclosure Notification, we request that the attached "**Meadow Lake Airport Airspace Avigation Easement**" (enclosure 3) be required and recorded with the El Paso County Clerk. This easement should apply to the entire development.

Particular note should be given to Paragraph B of the Avigation Easement with respect to non-interference with current and future Part 77 airspace requirements as depicted on the Meadow Lake Airport Layout Plan [references (a) and (b)]. With the publication of the KFLY instrument approach and departure procedures this month, FAA TERPS obstruction evaluation is now an additional consideration for all vertical development within 20,000 feet of each end of the primary runway.

MLAA agrees that Commercial and Light Industrial activities are considered to be "compatible land uses" adjacent to the airport. However, any activity that interferes with the safe operation of aircraft, or that produce effects on the atmosphere that aircraft must operate in, such as, but not limited to; smoke, dust, heat, light emissions, etc, or attract wildlife, including birds, must be prohibited in this area. [reference (c)].

Additionally, we request that any proposed construction that includes obstructions 35 feet or more above ground (structure or construction equipment) must provide an FAA approved **FAA Form 7460-1 "Notice of Proposed Construction"** prior to construction so that MLAA can publish appropriate NOTAMs (Notice to Air Mission).

Respectfully,



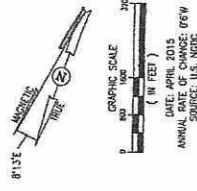
David E. Elliott

President, MLAA Board of Directors

cell: (719) 339-0928 email: falcon20flier@msn.com

Encl: (1) Meadow Lake Airport Part 77 Surfaces (present and future)
(2) El Paso County Commissioners Disclosure Notification
(3) "Meadow Lake Airport Airspace Avigation Easement"

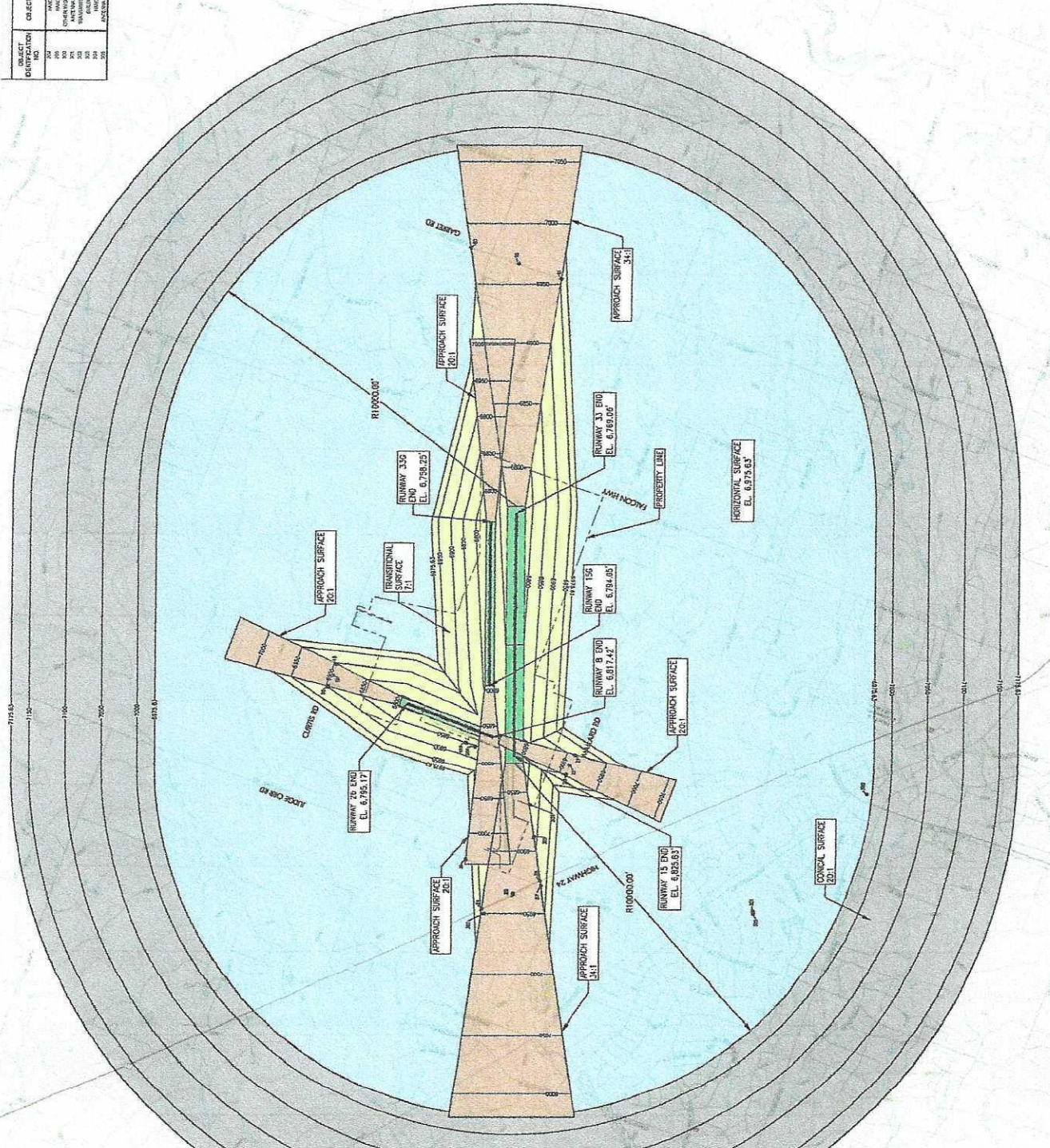
OBJECT IDENTIFICATION NO.	OBJECT TYPE	CONCRETE SURFACE ELEVATION (AS BUILT)	CONCRETE SURFACE LEVEL (AGL)	OBJECT ELEVATION	SURFACE RESTRICTION	TRANSITIONAL ELEVATION	DISPOSITION	FUTURE CASE NUMBER
001	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	001
002	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	002
003	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	003
004	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	004
005	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	005
006	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	006
007	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	007
008	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	008
009	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	009
010	MAJOR	6133.00	6133.00	6133.00	FUTURE 200 TRANSITIONAL	6133.00	EXISTING	010



ITEM	FUTURE
APPROACH SURFACE	[Light Blue Box]
CONICAL SURFACE	[Light Green Box]
HORIZONTAL SURFACE	[Light Yellow Box]
PRIMARY SURFACE	[Light Cyan Box]
TRANSITIONAL SURFACE	[Light Orange Box]

NOTES

- ALL ELEVATIONS ARE TO MEAN SEA LEVEL (MSL)
- IMAGE SOURCE: USGS TOPO MAP FROM USGS DATABASE
- COORDINATE/ELEVATION DATA IS NAD83/AMUND
- SEE INNER PORTION OF THE APPROACH PLAN AND PROFILE SHEETS FOR CLOSE IN OBSTRUCTIONS
- COLORADO REVISED STATUTE 41-10-113, SIZE OPERATING AREAS AROUND AIRPORTS - ESTABLISHED, REQUIRES LOCAL GOVERNMENT ENTITIES WITH ZONING AND BUILDING PERMIT JURISDICTION TO ENFORCE REGULATIONS TO PROTECT LAND AREAS ON AND ADJACENT TO AIRPORTS TO APPEAR UNDESIRABLE.
- COLORADO REVISED STATUTE 24-61-1-202, CRITERIA FOR CONSTRUCTION OF AREAS OF STATE INTEREST, REQUIRES LOCAL GOVERNMENT ENTITIES TO ENFORCE REGULATIONS TO PROTECT AREAS SO TO 1) ENCOURAGE LAND USE PATTERNS FOR HOUSING AND OTHER LOCAL GOVERNMENT NEEDS THAT WILL MINIMIZE UNDESIRABLE NOISE SOURCES FROM RESIDENTIAL AND OTHER UNDESIRABLE USES, AND 2) PROTECT PUBLIC SAFETY AND HEALTH OR TO PROPERTY OADR TO AIRPORT CRUISE.



ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

SHEET NO.
08 of 21

DES. B.L.R. _____

DR. B.L.R. _____

CH. S.E.S. _____

APP. D.F.N. _____

AIRPORT AIRSPACE DRAWING - FUTURE

AIRPORT LAYOUT PLAN

CDAG GRANT NO. 2014-FLY-01

JVIATION PROJ. NO. 2014-FLY-01

DATE: MAY 2019

ATION

Saddlehorn Ranch

Disclosure Notification

General Notes:

25. *“THIS PROPERTY IS PRESENTLY LOCATED IN THE VICINITY OF AN AIRPORT, WITHIN WHAT IS KNOWN AS AN AIRPORT INFLUENCE AREA. FOR THIS REASON, THE PROPERTY MAY BE SUBJECT TO SOME ANNOYANCES OR INCONVENIENCES ASSOCIATED WITH PROXIMITY TO AIRPORT OPERATIONS (E.G. NOISE, VIBRATION, OR ODORS), INDIVIDUAL SENSITIVITIES TO THOSE ANNOYANCES CAN VARY FROM PERSON TO PERSON. YOU MAY WISH TO CONSIDER WHAT AIRPORT ANNOYANCES, IF ANY, ARE ASSOCIATED WITH THE PROPERTY BEFORE YOU COMPLETE YOUR PURCHASE AND DETERMINE WHETHER THEY ARE ACCEPTABLE TO YOU.”*

MEADOW LAKE AIRPORT AIRSPACE AVIGATION EASEMENT

This indenture, made this ____th day of _____, 20__, between _____ (hereinafter "GRANTOR"), and the Meadow Lake Airport Association (hereinafter "GRANTEE"), provides that:

A. The GRANTOR for and in consideration of fulfillment of a condition of project approval and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property more particularly identified and described in Exhibit A attached hereto and made a part hereof (said parcel hereinafter referred to as PARCEL), and a right-of-way for the free and unrestricted passage and flight of aircraft of the class, size and category as is now or hereinafter may be operationally compatible with Meadow Lake Airport, in, through, across and about the airspace above imaginary planes, as such those planes as defined by Part 77 of the Federal Aviation Regulations; Federal Aviation Administration (FAA) *Airport Design Advisory Circular* (current version); and *United States Standard for Terminal Instrument Procedures (TERPS)* (current version) over said PARCEL, as described below (hereinafter "Airspace").

This easement shall not apply to restrict improvements on the property below 7,023 feet above mean sea level (MSL), or 150 feet above the highest ground elevation of the parcel.

B. The Airspace for avigation easement purposes above said PARCEL consists of the following, further depicted on Exhibit B attached hereto:

all of the air space above the imaginary planes that are described by Part 77 of the Federal Aviation Regulations.

all of the air space above the relevant imaginary planes that are described by the latest version of the FAA *Airport Design Advisory Circular* (current version).

all of the air space above the relevant imaginary planes that are described by the latest version of the *United States Standard for Terminal Instrument Procedures (TERPS)* as described in the FAA Order (current version)

C. The aforesaid easement and right-of-way described in Paragraphs A and B includes but is not limited to:

1. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons or aircraft, of the class, size and category as is now or hereinafter may be operationally compatible with Meadow Lake Airport, in, through, across or about any portion of the Airspace hereinabove described; and

2. The easement and right to cause or create, or permit or allow to be caused or created within the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke and all other effects as may be inherent in the proper operation of aircraft, now known or hereafter used for navigation of or flight in air; and

3. The continuing and perpetual right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into said Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace; and

4. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, said PARCEL, and which extend into the Airspace; and

5. The right of ingress to, passage within, and egress from said PARCEL, solely for the above stated purposes.

D. GRANTOR, on behalf of itself, its successors and assigns hereby covenants with the GRANTEE, Meadow Lake Airport Association, as follows:

1. GRANTOR, its successors and assigns, will not construct, install, permit or allow any building, structure, improvement, tree, or other object on said PARCEL, to extend into the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted; and

2. GRANTOR, its successors and assigns, will not hereafter use or permit the use of said PARCEL in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon Meadow Lake Airport and any aircraft.

E. The easement and right-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which now or hereinafter constitutes Meadow Lake Airport, and shall further be deemed in gross, being conveyed to the GRANTEE for the benefit of the GRANTEE, and any and all members of the general public who may use said easement or right-of-way, taking off from, landing upon, or operating

such aircraft in or about the Meadow Lake Airport or in otherwise flying through said Airspace.

F. This grant of aviation easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights that it may otherwise have from time to time against any individual or private operator for negligent or unlawful operation of aircraft.

G. It is understood and agreed that these covenants and agreements run with the land and shall be binding upon the heirs, representatives, administrators, executives, successors, and assigns of the GRANTOR, and that for the purposes of this instrument, the PARCEL shall be the servient easement and Meadow Lake Airport shall be the dominant tenement.

H. The aviation easement, covenants and agreements described herein shall continue in effect until the Meadow Lake Airport shall be abandoned or shall cease to be used for public airport purpose, at which time it shall terminate.

I. Grantors agree to waive all damages and claims for damages caused or alleged to be caused by the Grantors violation of any aspect of this easement document.

J. _____, ("LENDER") made a loan to GRANTOR for the PARCEL which is secured by a mortgage and Deed of Trust recorded in the Clerk and Recorders Office of El Paso County on _____ at Reception Number _____ (the "Mortgage"). The Lender is willing to subordinate the Mortgage to this Airspace Aviation Easement in order to facilitate execution of this Airspace Aviation Easement. The Lender agrees that its Mortgage and all rights, interests, claims and remedies under the Mortgage shall be subordinate to this Airspace Aviation Easement and GRANTEE's rights thereunder with the same force and effect as if this Airspace Aviation Easement had been executed and recorded prior to the Mortgage.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its/his/her hands and seals this _____ day of _____, 20_____.

GRANTOR

By:

Printed Name:

Title:

State of Colorado
County of _____

Signed and sworn to [or affirmed] before me on _____, 20____
by _____ (name(s) of individual(s) making statement).

(Notary's official signature)

(Title of office)

(Commission Expiration)

SEAL

IN WITNESS WHEREOF, the GRANTOR has hereunto set its/his/her hands and seals this _____ day of _____, 20_____.

LENDER

By:
Printed Name:
Title:

State of Colorado
County of _____

Signed and sworn to [or affirmed] before me on _____, 20____
by _____ (name(s) of individual(s) making statement).

(Notary's official signature)

(Title of office)

(Commission Expiration)

SEAL