



# FLYING HORSE

## DEVELOPMENT<sup>®</sup>

July 11, 2025

Re: Summary of Land Exchange Agreement Pertaining to Right of Way No. 2484, Buffer, and Compliance of Flying Horse East Development.

Dear Members of the Board, Space Command, and Concerned Members of our Community,

Flying Horse Development respectfully submits this summary of the land exchange agreement dated May 1990 between the United States of America, acting through the Department of the Air Force, and the Colorado State Board of Land Commissioners, as it relates to Right of Way No. 2484, Book 24, and to highlight the compliance of our proposed Flying Horse East development with the terms of said agreement.

This agreement was executed to establish a long-term land use framework that balances growth and private development with the critical operational requirements of Falcon Air Force Base and, currently, Schriever Air Force Base near Colorado Springs. The key points of the agreement are summarized as follows:

**1. Establishment of a Buffer Zone for Military Operations:**

The Government acquired surrounding lands to create a buffer that protects military operations and accommodates future growth at Falcon AFB (now Schriever AFB). This buffer aims to separate government-led activities from private developments.

**2. 45-Foot Height Restriction and Electronic Interference Easement:**

The State granted the Government an easement, in perpetuity, imposing a 45-foot height restriction on all structures, overhead power lines, or obstructions within designated sections of El Paso County in the agreed upon Buffer Zone. Additionally, the use of electronic devices within this Buffer Zone are limited to not interfere with specific frequencies.

**3. Building Density Limits:**

Development within the easement areas must not exceed 50,000 square feet of surface coverage in any five-acre area. Smaller structures such as antennas, signage, or light fixtures are permitted individually if they cover less than 100 square feet of ground surface.

4. Master Plan Review Rights:

The Government holds a perpetual easement ensuring the right to review and approve the master plans for any development in the Buffer Zone, affording a 30-day window for review. This measure helps to ensure ongoing compatibility with installation requirements.

5. Mutual Agreement on Restrictions:

The Government cannot impose greater height restrictions on State lands without concurrence from the State, ensuring a collaborative approach to land use restrictions.

Flying Horse East encompasses approximately half a mile Buffer along the northerly border of Schriever AFB and is fully cognizant of and compliant with the stipulations of Right of Way No. 2484. Our designs will respect the 45-foot height limitation and the electronic interference easement, ensuring no adverse effects to Schriever AFB's mission-critical operations. The proposed development will honor building density of the 50,000 square foot per five-acre maximum surface area restriction.

Further, we welcome and acknowledge the Government's easement rights regarding Master Plan review and fully commit to adhering to the 30-day review process to foster open and constructive coordination.

In recognition of evolving technologies and communications frequencies, Flying Horse Development understands that some electronic interference restrictions may require future adjustments to ensure mutual interests remain protected.

In closing, Flying Horse Development submits this summary to reinforce our commitment to responsible development that supports the military mission at Schriever AFB while advancing community growth. We believe Flying Horse East meets all requirements of the 1990 agreement and merits approval accordingly.

We appreciate the opportunity to work collaboratively with the Board, Air Force representatives, and other stakeholders to move this important project forward.

Sincerely,



Drew Balsick  
President of Community Development  
Flying Horse Development  
drew@fhdev.com

EXCHANGE AGREEMENT  
EASEMENTS AND RIGHTS-OF-WAY

THIS AGREEMENT is made in duplicate this 23<sup>rd</sup> day of May, 1990, by and between the United States of America, acting by and through the Department of the Air Force ("Government"), and the State of Colorado, acting by and through the Colorado State Board of Land Commissioners, ("State"):

WHEREAS, the State issued Right-of-Way No. 2484, Book 24, to the Government for certain lands in El Paso County, Colorado, used for the Falcon Air Force Base ("Falcon AFB"); and

WHEREAS, the Government is acquiring land surrounding the Falcon AFB to create a buffer between the Government operations at the Falcon AFB and private development, and to accommodate future expansion of the Government operations; and

WHEREAS, the Government has for this purpose purchased lands, exchanged lands with the State under an Exchange Agreement dated October 3, 1988, and exchanged additional lands under a Final Exchange Agreement executed the same date as this Agreement, and

WHEREAS, the Government desires to acquire an easement for height, electronic interference, and other restrictions on certain

File

state lands surrounding the Falcon AFB to ensure that Government operations at the Falcon AFB are not obstructed; and

WHEREAS, Enoch Road passes through land owned or to be acquired by the Government; and

WHEREAS, the State is the owner of certain lands bordering the Government's operations at the Falcon AFB; and

WHEREAS, the State desires to ensure that Enoch Road located in the vicinity of the Falcon AFB remains open for general public access to such state lands; and

WHEREAS, the Government is authorized to enter into this Agreement pursuant to section 931 of Public Law 98-407; and

WHEREAS, the State is authorized to enter into this Agreement pursuant to section 36-1-141 C.R.S. (1973);

THEREFORE, the parties agree as follows:

1. Height and Electronic Interference Restriction

a. For good and valuable consideration and in further consideration as set forth below, the State grants to the government, in perpetuity, an easement for a 45-foot height restriction and electronic interference restriction on any

development located on the following described state lands in El Paso County, Colorado:

T14S, R64W of the 6th PM  
SW/4 of section 22  
N/2 of section 23  
N/2 of section 24

T14S, R63W of the 6th PM  
NW/4 of section 19

b. Under this easement

(1) No building, structure, overhead power line, or other obstruction over forty-five (45) feet above ground level is permitted, and no tree or other natural growth will be permitted to exceed forty-five (45) feet.

(2) The use of electronic devices on the lands subject to this easement is limited to those which do not interfere with Government operations on the following frequencies:

7.25 - 7.75 GHz;  
3.7 - 4.2 GHz;  
2.2 - 2.3 GHz;  
1575.42 MHz;  
1227.6 MHz; and  
1694.3 - 1694.7 MHz.

c. In the event the State leases or sells any of the above-described state land, the State shall include notice of the such 45-foot height restriction and electronic interference restriction in each such lease or patent.

d. The Government shall have the right, after first requesting the then landowner to cure any violations of the height restriction, to enter onto the land to top or cut trees and other natural growth and remove buildings or other improvements that protrude above the 45-foot limit. The owner shall have no claim for damages arising out of such entry. Waiver of the rights to lower the height of vegetation or to remove obstructions on any occasion shall not be deemed to waive such rights of the Government in the future.

e. The height restriction may be decreased or eliminated only by the Government. The Government shall notify the State within thirty (30) days of any decision to decrease or eliminate the height restriction. Upon such notice the State's obligation to impose a height restriction on the state lands shall be so decreased or terminated. The Government may not impose a greater height restriction (lower maximum height) over the state lands without the State's concurrence, unless it acquires an easement permitting such a restriction by negotiation or by eminent domain.

Notwithstanding the above, if the Government conveys its interests in the Falcon AFB facilities, or no longer uses the Falcon AFB facilities for operations that require a height restriction or an electronic interference restriction, the easements for either or both, as the case may be, shall terminate, and shall no longer affect the state lands. The Government shall

give notice of the date such easement or easements are no longer required, and expiration shall occur the following day.

2. Density of Buildings Restriction

a. For good and valuable consideration and in further consideration as set forth below, the state grants to the government, in perpetuity, an easement concerning density of buildings, as set forth below over the following described state lands in El Paso County, Colorado:

T14S, R64W of the 6th PM  
SW/4 of section 22  
N/2 of section 23  
N/2 of section 24

T14S, R63W of the 6th PM  
NW/4 of section 19

b. Under this easement:

(1) Structures erected on the above described land and protruding above the surface shall cover no more than fifty thousand (50,000) square feet of the surface of the ground in any five (5) acres. Antennas, signs, light fixtures, and other structures that individually cover less than one hundred (100) square feet of the surface of the ground are not included in calculating this limitation, nor are curbing for pavements.

(2) Grazing of cattle, horses, or sheep shall be permitted. Agricultural uses, if determined by the Commander,

Falcon Air Force Base ("Commander"), not to create potential interference with the operation, use and enjoyment of Falcon Air Force Base for any governmental purposes due to dust, electronic interference from machinery, or otherwise, also shall be permitted.

3. Master Plan Review

a. For good and valuable consideration and in further consideration as set forth below, the state grants to the government, in perpetuity, an easement concerning master plan review, as set forth below over the following described state lands in El Paso County, Colorado:

T14S, R64W of the 6th PM  
SW/4 of section 22  
N/2 of section 23  
N/2 of section 24

T14S, R63W of the 6th PM  
NW/4 of section 19

b. Under this easement:

(1) The Government shall have the right to review the state's Master Plan for developing all or any portion of the tracts described above, as such plan or plans are developed. It shall have thirty (30) working days from the day a plan is received in which to provide comments.

(2) The Government shall have the right to disapprove a plan during such period if it determines that the height or density of structures, or potential electronic emissions, will violate the terms of the easements granted in paragraphs 1 and 2 above. Government comments on a plan shall be advisory as to aspects other than compliance with the terms of the easement.

(3) No alteration of the surface or construction of temporary or permanent improvements may begin until approval is received, or thirty (30) working days have passed without disapproval by the Government.

(4) Once a plan has been approved by the Government, or become effective by the passage of thirty (30) working days without receipt of Government approval, the plan shall not be altered without submission of the proposed changes to the Government for consideration under the provisions of subparagraph (1) through (3) above.

#### 4. Enoch Road

a. The Government hereby agrees to grant to the State a right-of-way to extend Enoch Road from the southwest corner of section 26, T14S, R64W, of the 6th PM in El Paso County, due south approximately one-half mile to the south boundary of Falcon AFB in the vicinity of the point where the northeast corner of the SE4 of

section 34, T14S R64W of the 6th PM joins the northwest corner of the SW4 of section 35, T14S, R64W of the 6th PM. The Government will not be responsible for any costs of constructing this southern extension of Enoch Road as it crosses the Government property.

*DAR*  
b. The Government agrees that such right-of-way to the state will allow public use of Enoch Road from Colorado Highway 94 through the Falcon AFB property to the State property in section 35, T14S, R64W of the 6th PM and other state lands to the south during the full term of the right-of-way. The State or its agents, lessees, or assigns shall have the right to make improvements to Enoch Road, at its expense, on a 180-foot right-of-way from the north boundary of the Government's property to the southern terminus described in paragraph a above, a distance of approximately two (2) miles. It is expressly understood that public use of Enoch Road shall in no event survive the expiration or termination of this right-of-way, or any mutually agreed extensions thereof.

*DAR*  
\*\* c. This right-of-way shall terminate upon the completion of the proposed Curtis Road, or an alternate road as approved by the State in the vicinity of the proposed Curtis Road that connects Colorado Highway 94 to the State property located in sections 33 and 34, T14S, R64W of the 6th PM, and other state lands to the south. If, at the end of ten (10) years from the date of the execution of this Agreement, Curtis Road, or a

suitable alternative, has not been completed, then the parties agree to renegotiate the use of Enoch Road, in light of traffic demand, Air Force security requirements, and the needs of the state for continuing access to its properties, as they then exist or can be foreseen.

d. Upon the termination of the use of Enoch Road, the Government will establish, at its expense, a South Gate where Enoch Road leaves the Falcon AFB property. This gate will be open to authorized entrance from one (1) hour before to one (1) hour after Falcon AFB duty hours. Longer hours may be established at the discretion of the Commander, Falcon AFB.

e. The Government intends to seek the vacation of all of that portion of Enoch Road located within the Falcon AFB. This may be accomplished in two stages, with the portions of the road abutting the south boundary of section 26 and the east boundary of section 34 vacated when the state extends Enoch Road due south (stage 1), and the balance vacated when this right-of-way terminates (stage 2). It is agreed that the State will not object to stage 1, if the extended Enoch Road is in use, and will not object to the stage 2 if Curtis Road or a suitable substitute has been completed as provided in paragraph c. above, and the South Gate provided for in paragraph d above is in use.

5. Method of transfer: The parties expressly agree to execute any and all documents reasonably necessary in furtherance

of this Agreement. Final closing of this transaction shall take place within sixty (60) days after execution of this Agreement by all parties, or as soon thereafter as the Government shall secure title to the NW/4, NW/4 of Section 35, T14S R64W of the 6th PM, El Paso County, and all lots abutting Enoch Road in the NE/4 of Section 27, T14S R64W of the 6th PM, El Paso County. Closing shall be held at the offices of the State Board of Land Commissioners unless otherwise agreed to by the parties. Any and all proposed documents of conveyance shall be submitted for approval at least ten (10) days prior to closing.

6. General Provisions

a. It is expressly understood and agreed that all covenants and agreements herein contained shall run with the land and shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the respective parties hereto.

b. The State and the Government each represent that it has obtained the authority necessary to enter into and implement this Agreement and that, when fully executed, this Agreement will provide sufficient legal and administrative authorization for the State and the Government to proceed with the real estate transactions and all other provisions of this Agreement.

c. The brief headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, only.

d. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, will include all other genders.

e. This Agreement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and each of which is deemed one and the same instrument as the other.

## 7. Notices

No notice, order, direction, determination, requirement, consent or approval under this Agreement shall be of any effect unless it is in writing and addressed as provided herein.

a. Written communications to the Government shall be addressed as follows:

Air Force Space Command  
Attention: DE  
Colorado Springs, CO 90914-5001

b. Written communications to the State shall be addressed as follows:

State Board of Land Commissioners  
1313 Sherman Street  
Room 620  
Denver, CO 80203

8. Authorized Representatives

The authorized representative of the Government for the purposes of implementation of this Agreement and coordination of matters at the local level is:

Deputy Chief of Staff for Engineering and Services  
Air Force Space Command  
Peterson Air Force Base  
Colorado Springs, Colorado 80914-5001

9. Effective Date

This Agreement shall take effect on the day of its execution by all parties.

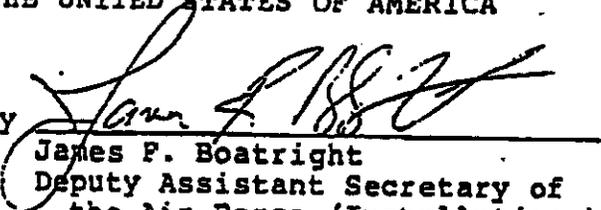
IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement on the dates set forth opposite their respective signatures.

Dated

5/14/90

THE UNITED STATES OF AMERICA

By

  
James P. Boatright  
Deputy Assistant Secretary of  
the Air Force (Installations)

THE STATE OF COLORADO  
STATE BOARD OF LAND COMMISSIONERS

Dated 5-23-90

Lucy Black Creighton  
LUCY BLACK CREIGHTON, President

Subscribed and sworn to before me in the <sup>City and</sup> county of Denver, State of Colorado, this 23 day of May, 1990.

[Signature]  
Notary Public

My Commission expires:  
November 6, 1990

Dated 5/23/90

[Signature]  
ROBERT R. MAILANDER, Register

Subscribed and sworn to before me in the <sup>City and</sup> County of Denver, State of Colorado, this 23 day of May, 1990.

[Signature]  
Notary Public

My Commission expires:  
November 6, 1990

Dated 5/23/90

[Signature]  
JOHN S. WILKES, III, Engineer

Subscribed and sworn to before me in the <sup>City and</sup> County of Denver, State of Colorado, this 23 day of May, 1990.

[Signature]  
Notary Public

My Commission expires:  
November 6, 1990