

Meadow Lake Airport Association

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

Date: November 7, 2023

To: El Paso County Planning and Community Development Department

Subj: **Esteban Rodriguez Subdivision Sketch Plan** File: SKP237

Ref: (a) C.R.S. 43-10-113 "Safe Operating Area Around Airports"
(b) FAA AC 150/5190-4B, "Airport Land Use Compatibility Planning"
(c) Pikes Peak Multi-Hazard Mitigation Plan (2020)
(d) Meadow Lake Airport Layout Plan (2019)
(e) ACRP Research Report 206: "Guidebook on Effective Land Use Compatibility Planning Strategies for General Aviation Airports" (2019)

1. Request. Meadow Lake Airport Association requests that in accordance with the provisions of Reference (a), that:

- a. an "Airspace Avigation Easement" [sample at Enclosure (1)] be signed by the applicant and recorded with the El Paso County Clerk and Recorder, and be included with the Plat submittals and with Purchase Agreements for the lots in the Esteban Rodriguez subdivision; and
- b. a "Disclosure Notification" [sample at Enclosure 2], be included as a General Note on the Final Plat, as was required by the Board of County Commissioners with the Saddlehorn Ranch subdivision.

2. Background. The proposed development lies under the maneuvering area for the traffic pattern for Meadow Lake Airport's primary runway (Runway 15-33) and the approach/departure corridor for the Crosswind Runway (08-26). This is well within the "Airport Influence Area" as defined by the Airport Part 77 surfaces [Enclosure (3)]. Based on current airport activity, approximately 200-300 aircraft per day overfly this area at various low altitudes and power settings for approach or departure from this runway. This necessitates consideration of compatible uses as any residences in the proposed development will be subject to noise and vibration.

- The Colorado Aviation System Plan (2020) [page 4-10] states:
"Lands surrounding Colorado Springs Municipal (COS) and Meadow Lake (FLY) airports are being rapidly converted to residential development, prompting significant concerns by the airports, CDOT Division of Aeronautics, and local government officials."
- The Colorado Revised Statutes, Section 24-65.1-202 states:
 - (a) *Areas around airports shall be administered so as to:*
 - (i) *Encourage land use patterns for housing and other local government needs that will separate uncontrollable noise sources from residential and other noise-sensitive areas; and*
 - (ii) *Avoid danger to public safety and health or to property due to aircraft crashes."*

- The Pikes Peak Multi-Hazard Mitigation Plan, adopted by the El Paso County Board of County Commissioners on December 15, 2020, devotes ten pages to discussion of the growing potential for the impact of aircraft crashes to population living within hazard areas (Part 77 Areas).
- Correspondence from the FAA Denver Airport District Office (ADO) continues to express concern with the lack of attention to the approach and departure surfaces at Colorado Springs and Meadow Lake airports. The ADO letter of October 9, 2018 concerning the proposed Meadowlake Ranch development in the approach area to Runway 15 at Meadow Lake Airport stated:
“As a consequence of aircraft overflights, residents would be subjected to considerable “single-event” noise impacts from aircraft overflights, which residents are particularly sensitive to during nighttime hours. In addition, there could be visual (perceptual) impacts from aircraft operating into and out of the airport. While these types of operations represent safe and typical procedures over the currently vacant land, it would be disconcerting to many people on the ground in this area of proposed development, due to the perceived hazard of low-flying aircraft.”
- The Colorado Division of Aeronautics letter dated April 6, 2021, in response to the draft El Paso County Master Plan, stated:
“... we encourage El Paso County to help protect the public use airports in your county from encroaching incompatible land uses. Such land uses can have a negative impact on the safety and welfare of the community, and also reduce the safe and efficient operations and development of these airports, most notably Colorado Springs and Meadow Lake.

The Meadow Lake Airport Association (MLAA) continues to express concern over rezoning and/or development of any areas within the Meadow Lake Airport Influence Area (“AIA”). The County has approved a “1041 Permit” for Meadow Lake Airport and is in the process of updating the County GIS data base with KFLY’s current Part 77 Airspace, in accordance with statutory requirements to protect the land areas defined in 14 CFR Part 77. However, no appropriate planning standards have yet been promulgated, i.e.; a “*Compatible Land Use Plan*”, with which to evaluate development proposals in the “AIA”.

The El Paso County Land Development Code states the following:

8.4.2(A)(3) Airport Impacts. *“Residential lots should be located to minimize adverse influences from airports and airport operations.”*

8.4.2(B)(2) Noise. *“Divisions of land shall be designed to minimize the impacts of noise pollution to residents.”*

8.5.1(C)(3) Dedication of Easements (b) Owner Required to Dedicate Easements. *“The owner shall dedicate or deed easements required by this code, or the ECM, or to serve the division of land with utilities and other services, or those easements that may be requested by public agencies including but not limited to:*

- *Avigation easements;*
- *Noise Easements*

Appendix H of the National Academies of Science *"Guidebook on Effective Land Use Compatibility Planning Strategies for General Aviation Airports"* (ACRP Research Report 206). Due to the direct impact of the proposed development and the existing traffic patterns of Meadow Lake Airport, we believe that the "Avigation Easement" and a "Real Estate Disclosure" must be a condition for approval of the development plan.

3. Summary. MLAA requests that the enclosed "Airspace Avigation Easement" be completed, signed and recorded with the County Clerk and Recorder as a "Condition" of approval of the Subdivision Plat within the Meadow Lake Airport Influence Area. We also request that Final Plats include a "Disclosure Notification" as previously required by the Board of County Commissioners for sub-division approvals, i.e.; Saddlehorn Ranch. We are hopeful that the developer will see that these notifications benefit all stakeholders by providing record notice and other issues attendant to being in close proximity to an airport.

Respectfully,



David E. Elliott
President, MLAA Board of Directors
cell: (719) 339-0928 email: falcon20flier@msn.com

- Encl: (1) *"Meadow Lake Airport Airspace Avigation Easement"*
(2) *"Disclosure Notification"* (Saddlehorn Ranch Filing No. 2 –Final Plat)
(3) Meadow Lake Airport Part 77 Airspace Drawing

Copy: Justin Walker, attorney at law

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 7,025 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

Saddlehorn Ranch – Filing No. 2 – Final Plat

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.”

