A. SUBDIVIDER	PROJECT TEAM

Brent Houser Enterprises, LLC attn: Esteban Rodriguez 11890 Garrett Road Peyton, CO 80831-7685 TSN 4300000534, 4300000537, 4300000538

B. APPLICANT

APPLICANT | PLANNER | LANDSCAPE ARCHITECT William Guman & Associates, Ltd. Attn: Bill Guman, PLA, ASLA, APA 731 North Weber Street, Suite 10 Colorado Springs, CO 80903 bill@guman.net

C. LEGAL DESCRIPTION

PROJECT ENGINEER JR Engineering Attn: Bryan T. Law, PE 5475 Tech Center Drive. Suite 235 Colorado Springs, CO 80919 blaw@jrengineering.com

SOILS | GEOLOGY CONSULTANTS

ESTEBAN RODRIGUEZ SUBDIVISION REZONE PLAN **RR5 Rural Residential 5Ac Minimum**

A PARCEL OF LAND BEING A PORTION OF THE SECTION 2 AND SECTION 11, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED A FOLLOWS:

D. BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END BY A 3.25" ALUMINUM CAP STAMPED "LS 17496 1992" IN A RANGE BOX AND AT THE EAST END BY A 2" ALUMINUM CAP STAMPED "PLS 11624" IN A RANGE BOX, ASSUMED TO BEAR N89°53'34"E.

BEGINNING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, N89°53'34"E A DISTANCE OF 2,622.41 FEET, TO THE NORTH QUARTER OF SAID SECTION; THENCE ON THE EAST LINBE OF THE WEST HALF OF SAID SECTION 2, S00°40'17"E A DISTANCE OF 3,885.66 FEET, TO A POINT OF CURVE'

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 56°44'42" AND AN ARC LENGTH OF 990.39 FEET, TO A POINT OF TANGENT;

THENCE S57°24'59"E A DISTANCE OF 1,845.86 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 56°44'42" AND AN ARC LENGTH OF 1,186.08 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN:

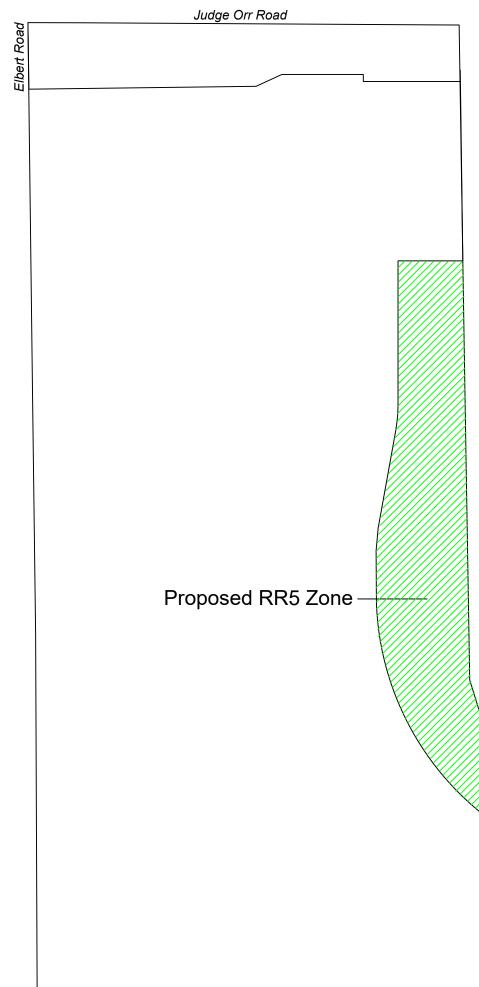
THENCE ON SAID SOUTH LINE, S89°05'27"W A DISTANCE OF 2,560.17 FEET; THENCE CONTINUING ON SAID SOUTH LINE, S89°01'18"W A DISTANCE OF 2.618.87 FEET, TO THE WEST

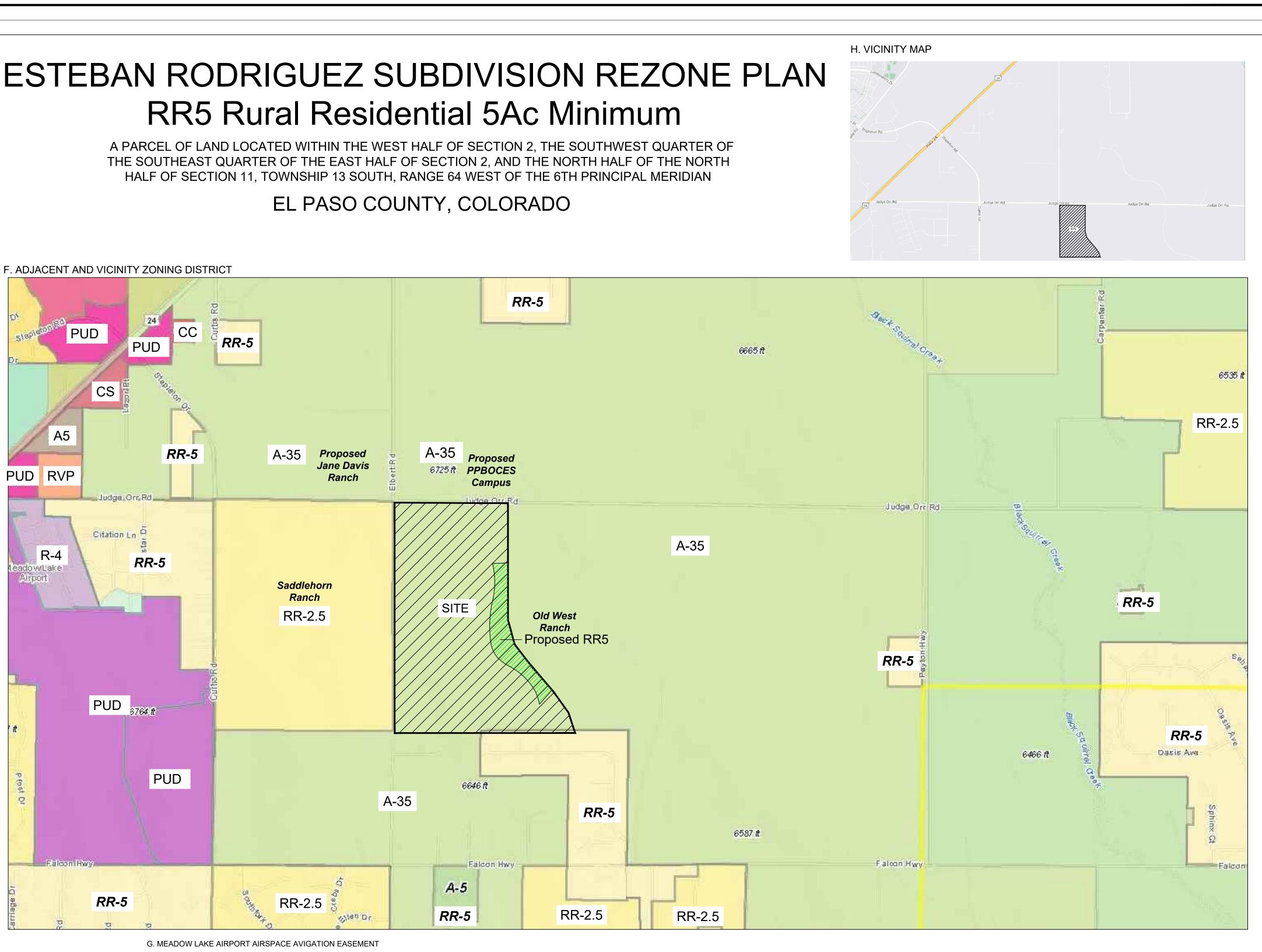
LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE CONTINUING ON SAID SOUTH LINE, S89°01'18"W A DISTANCE OF 2,618.87 FEET, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE ON SAID WEST LINE, N00°19'54"E A DISTANCE OF 1,320.51 FEET, TO THE NORTHWEST CORNER OF SAID SECTION 11; THENCE ON THE WEST LINE OF SAID SECTION 2, N00°42'27"W A DISTANCE OF 5,465.28 FEET, TO THE

POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 21,484,637 SQUARE FEET OF 493.2194 ACRES.

E. REZONE MAP KEY





A. Brent Houser Enterprises, LLC, 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 Meadow Lake Airport, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property as identified in this Rezone Plan, 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 Circular (in effect as of the date of Sketch Plan approval); and United States Standard for Terminsal Instrument Procedures (TERPS) over Jane Davis Ranch.

The aforementioned easement and right-of-way includes but is not limited to:

- 1. For the use and benefit of the public, the easement and continuing right to fly, or cause by 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, dist, 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 hereinafter used for navigation of or flight in air; and
- 3. The continuing and perpetual right to keep the Airspace clear of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, which extend into said Airspace; and 4. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, and all
- buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon the Esteban Rodriguez Subdivision, and which extend into the Airspace may be required to mark according to FAA regulations or other regulation(s), rules, or orders; and
- 5. The right to ingress to, passage within, and egress from the Esteban Rodriguez Subdivision, solely for the above stated purposes.

Brent Houser Enterprises, LLC, on behalf of itself, its successors and assigns hereby covenants with Meadow Lake Airport Associaton, as follows:

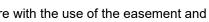
1. Brent Houser Enterprises LLC, its successors and assigns, will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Esteban Rodriguez Subdivision, to extend into the Airspace, or to constitute an obstruction to air navigation, or to obstruct or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

- 2. Brent Houser Enterprises, LLC, its successors and assigns, will not hereafter use or permit the use of the Esteban Rodriguez Subdivision 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.
- 3. 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 and for the benefit of Meadow Lake Airport, 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.
- 4. This grant of avigation easement shall not operate to deprive Brent Houser Enterprises, LLC, its successors and 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.
- 5. 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 Brent Houser Enterprises, LLC, and that for the purposes of this instrument, the Esteban Rodriguez Subdivision shall be the servient easement and Meadow Lake Airport shall be the dominant tenement.
- 6. The avigation 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.
- 7. Brent Houser Enterprises, LLC, agrees to waive all damages and claims for damages caused or alleged to be caused by the violation of any aspect of this easement agreement.

I. SHEET INDEX

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- RZP 1.3 CC Zoning Exhibit | Legal Description | Adjacent Property Owners List



Vicinity Zoning Map perty Owners List erty Owners List

