

Meadow Lake Airport Association

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

Date: January 3, 2024

To: El Paso County Planning and Community Development Department

Subj: **Grandview Reserve Phase 2 PUDSP**

File: PUDSP236

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) Meadow Lake Airport Layout Plan (2019)
(d) Meadow Lake Airport letter May 4, 2023 - Grandview Reserve Filing No 1
(e) Meadow Lake Airport letter October 6, 2023 - Grandview Reserve PUDSP

This subdivision is well within the Meadow Lake Airport Influence Area (Encl 1) and under the traffic pattern for KFLY's primary runway (Runway 15-33). The residences in the proposed development may be subject to noise and vibration from aircraft operating to and from the airport.

As stated in Reference (d) and (e), we request that the "Disclosure Notification" required by the Board of County Commissioners for Saddlehorn Ranch (Encl 3) be applied to the plats for Grandview Reserve. We also request in compliance with Reference (a), that the "Meadow Lake Airport Airspace Avigation Easement" (Encl 2) be signed and recorded with the County Clerk.

Respectfully,



David E. Elliott

President, MLAA Board of Directors

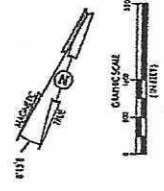
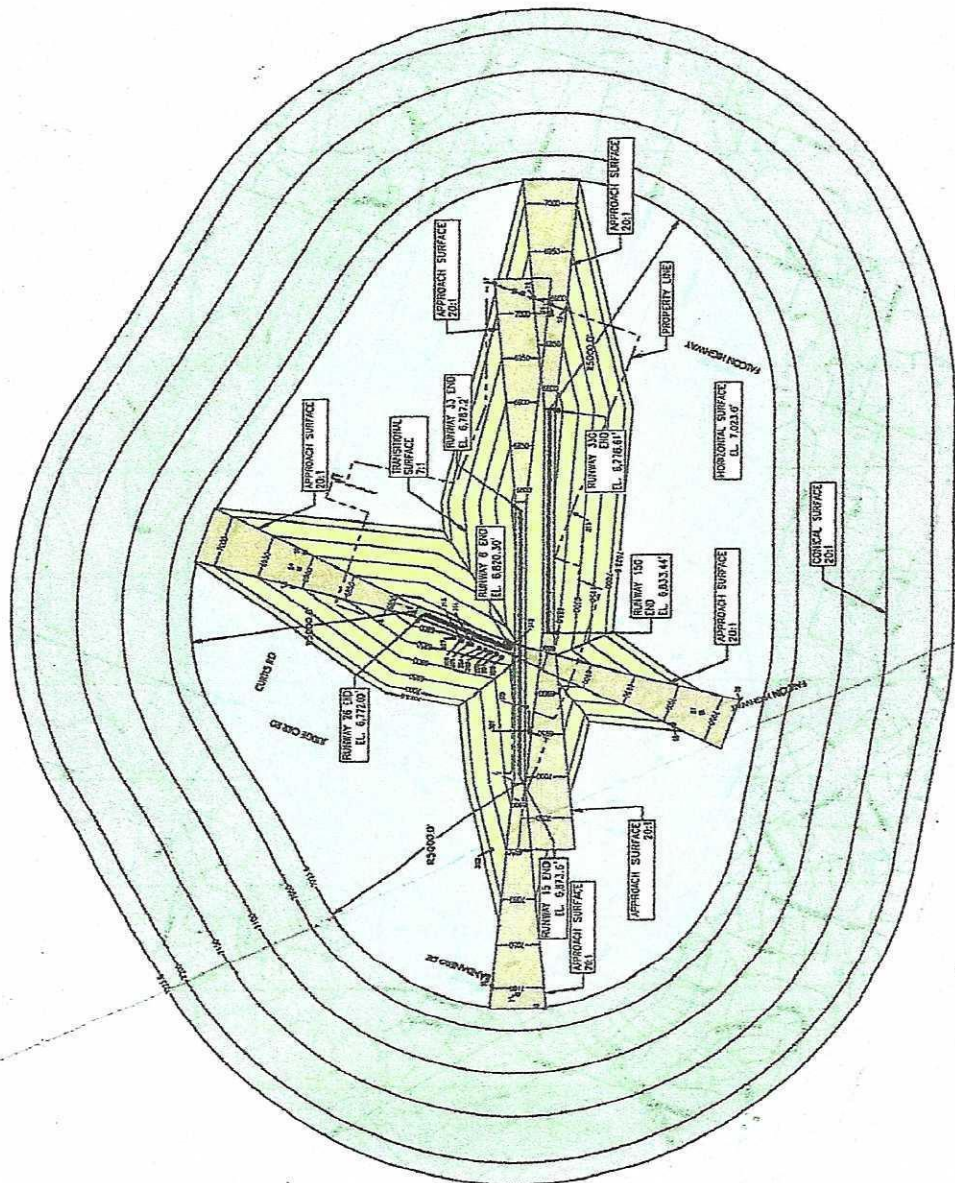
cell: (719) 339-0928 email: falcon20flier@msn.com

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

Copy: Justin Walker, attorney

OBSTRUCTION DATA TABLE

OBJECT IDENTIFICATION NO.	OBJECT TYPE	GROUND ELEVATION (MSL)	MOUSE CROSSING LEVEL (MSL)	TOP OF OBSTRUCTION ELEVATION (MSL)	SURFACE REFERENCED	TRANSITIONAL SURFACE PENETRATION	DEPOSITION	HAIRSPACE CASE NUMBER
201	MAST	4327.70	352	4327.70	EXISTING 2025 TRANSITIONAL SURFACE	21'	LIGHTMARK	N/A
202	MAST	4154.48	350	4154.48	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
203	MAST	4111.18	350	4111.18	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
204	MAST	4119.95	350	4119.95	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
205	MAST	4119.95	350	4119.95	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
206	MAST	4119.95	350	4119.95	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
207	MAST	4119.95	350	4119.95	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
208	MAST	4119.95	350	4119.95	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
209	MAST	4119.95	350	4119.95	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
210	MAST	4119.95	350	4119.95	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A
211	MAST	4119.95	350	4119.95	EXISTING 2025 TRANSITIONAL SURFACE	15.4'	LIGHTMARK	N/A



NOTES

1. ALL ELEVATIONS ARE IN MEAN SEA LEVEL (MSL).
2. MOUSE SOURCE: USGS TOPO MAP FROM USGS DAMAGED
3. COORDINATE/ELEVATION DATA IS NAD83/NAD83
4. SEE OTHER PORTION OF THE APPROACH PLAN AND PROFILE SHEETS FOR USE IN CONSTRUCTION
5. COLORADO AIRFIELD STATUTE 43-10-113, SAFE OPERATING PROCEDURES, AND FEDERAL AVIATION ADMINISTRATION LOCAL ORDINANCES THAT ENFORCE AND ENFORCE LOCAL ORDINANCES TO ENFORCE AND ENFORCE RULES AND REGULATIONS APPLICABLE TO AIRPORTS AND AIRPORTS AS OF THE DATE OF THE DRAWING. PART 77, OBJECT AFFECTING NAVIGABLE AIRSPACE.
6. COLORADO AIRFIELD STATUTE 43-10-113, SAFE OPERATING PROCEDURES, AND FEDERAL AVIATION ADMINISTRATION LOCAL ORDINANCES THAT ENFORCE AND ENFORCE LOCAL ORDINANCES TO ENFORCE AND ENFORCE RULES AND REGULATIONS APPLICABLE TO AIRPORTS AND AIRPORTS AS OF THE DATE OF THE DRAWING. PART 77, OBJECT AFFECTING NAVIGABLE AIRSPACE.
7. COLORADO AIRFIELD STATUTE 43-10-113, SAFE OPERATING PROCEDURES, AND FEDERAL AVIATION ADMINISTRATION LOCAL ORDINANCES THAT ENFORCE AND ENFORCE LOCAL ORDINANCES TO ENFORCE AND ENFORCE RULES AND REGULATIONS APPLICABLE TO AIRPORTS AND AIRPORTS AS OF THE DATE OF THE DRAWING. PART 77, OBJECT AFFECTING NAVIGABLE AIRSPACE.

DRAWING LEGEND

ITEM	FUTURE
APPROACH SURFACE	
CONICAL SURFACE	
HORIZONTAL SURFACE	
PRIMARY SURFACE	
TRANSITIONAL SURFACE	

AIRPORT AIRSPACE DRAWING - EXISTING

AIRPORT LAYOUT PLAN

ISSUE RECORD

DES. B.L.R.	NO.	BY	DATE	DESCRIPTION
DR. B.L.R.				
CH. S.E.S.				
APP. D.F.N.				



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 avigation 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 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.

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.”