



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

{{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Carrie Warren-Gully, Chair
Arapahoe County Board of Commissioners
5334 South Prince Street
Littleton, Colorado 80120

Mr. Thad Bagnato, Chair
Arapahoe County Public Airport Authority
7565 S. Peoria Street
Englewood, Colorado 80112

Centennial Airport
Non-Aeronautical Land Use Approval of Federally Acquired Airport Property
(Approximately 3.815 Acres)

Dear Commissioner Warren-Gully and Mr. Bagnato:

The Federal Aviation Administration (FAA) received your June 17, 2024 request, along with subsequent supporting documentation, to allow a temporary change to the designated land use of an approximate 3.815 acre parcel at Centennial Airport (APA) from aeronautical to non-aeronautical land use.

This land is proposed to be temporarily used for non-aeronautical purposes under a permit for a Go-Kart Track. The term of the agreement is for thirty-five years with the option for two 5 year options for a total up to 45 years depending on aeronautical demand for the space.

The FAA approves this proposed temporary non-aeronautical use of the property. FAA determined that this temporary use will not affect the needed aeronautical facilities for the duration of this approval period, is compatible with civil aviation, will benefit the airport with revenue production at fair market value, and will not adversely affect the value of the federal investment in the airport and its facilities.

This approval is effective until December 31, 2069, or when the approved use changes, whichever occurs first. The land will be returned to aeronautical use at the end of the term. Any extension beyond December 31, 2069 must receive an additional FAA approval.

In accordance with Grant Assurance 25, *Airport Revenue*, the airport sponsor must receive not less than fair market value for the use, lease of land, any facilities on such land, or any portion of such land or facilities. In addition, the sponsor must ensure that all revenues generated as a result of this permit are only expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

This approval is subject to the condition that the lease, or permit, of this real property shall include the following covenants, conditions, restrictions and reservations:

- a) Any extension beyond December 31, 2069 or change in authorized uses, must receive an additional FAA approval.
- b) The property may only be used for the approved use. Incompatible land uses, such as residential use, are not permitted. No portion of this Land Use Change Approval will be located inside of the Runway Protection Zone (RPZ).
- c) The permit should be subordinate to the federal grant assurances.
- d) The Landlord reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein conveyed. This public right shall include the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operation from Centennial Airport (APA).
- e) The Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to Airport. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.
- f) The Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the property to a height which does not exceed the height requirements set forth in Part 77 of the FAA Regulations, as amended, or any similar regulations which may hereinafter be enacted relating to Centennial Airport (APA).
- g) The Tenant expressly agrees for itself, its successors and assigns, to file a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on said premises.
- h) The Tenant expressly agrees for itself, its successors and assigns, to not hereafter use, permit, or suffer use of the land described above in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.
- i) The Tenant expressly agrees for itself, its successors and assigns, to not hereafter use, permit, or suffer use of the land described above in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.
- j) The Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the subject property that would interfere with landing or taking off of aircraft at Centennial Airport (APA) or otherwise constitute an airport hazard.
- k) The action of consenting to this non-aeronautical use of the subject property required an environmental determination under the National Environmental Policy Act (NEPA). The FAA issued an Environmental Decision dated July 19, 2024, in accordance with NEPA.

The aforesaid covenants and agreements shall run with the land, as herein described above, for the benefit of the sponsor, its successors and assigns in the ownership/operation of Centennial Airport (APA).

This letter must be documented on the airport's Exhibit A in accordance with the ARP SOP 3.00 – Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps.

If the terms of this "Non-Aeronautical Land Use Approval" are satisfactory, it must be accepted by the Sponsor. Such acceptance should be evidenced by execution thereof by an officer of the Sponsor who has been duly authorized to take such action.

Sincerely,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office

COUNTY OF ARAPAHOE, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Dated **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

Arapahoe County Public Airport Authority

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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