Table of Contents

File Date		0125 00 Project Name: <u>Burger King</u> - #3						
r e s e n t	S c a n n e d	A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, not all entries designated to be scanned are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included. Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file. Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.						
X	X	*Summary Sheet – Table of Contents						
		Application form						
X	X	Receipts for fees paid for anything						
_	_	*Submittal checklist						
		*General project report						
		Reduced copy of final plans or drawings						
		Reduction of assessor's map						
\neg	Evidence of title, deeds							
		*Mailing list						
\neg		Public notice cards						
		Record of certified mail						
		Legal description						
		Appraisal of raw land						
		Reduction of any maps – final copy						
		*Final reports for drainage and soils (geotechnical reports)						
		Other bound or nonbound reports						
_	_	Traffic studies						
_		Individual review comments from agencies						
\dashv		*Consolidated review comments list						
\dashv	*Petitioner's response to comments							
	-	*Staff Reports *Planning Commission staff report and arbibits						
\dashv		*Planning Commission staff report and exhibits *City Council staff report and exhibits						
\dashv	\dashv	*City Council staff report and exhibits *Summary sheet of final conditions						
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or						
	expiration date)							
		DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:						
X	X	Follow-up Form						
X	X	Review Sheets						
X	X	Review Sheet Summary						
X		Plat of Survey						
X	X							
	A	Site Plan Review TO BE ANNOTATED Preliminary Sketch						
X		Preliminary Sketch						
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REVIEW SHEET SUPPLARY

		RE	EVIEW SHEET SUFFARY			
F	TLE # _125=78	8				
r	ITEM DEV. IN H.O BURGER KING					
P	PC MEETING DATE					
М	ICC/CC MEETING DATE					
ַם	ATE REC.	COMENTS				
12	2–12–78	CITY ENGRISH	(1) I don't understand the labeled "5' conc. walk (by us)" on s. side of frontage road. That sidewalk is part of the public street and is to be constructed with the street and under the Developer's (Treece) Engineer's (Coburn) direct control. Piecemeal construction and/or responsibility on the public works improvements will not be permitted. Please explain to them how this works.			
			(2) Need some indication on site plan of how site drainage will be routed to the public drainage system (i.e. the street).			
			(3) Drive-thru seems logical with good stacking length.			
12	2-12-78	MCKEE	Traffic circulation acceptable.			
12	2–8–78	FIRE DEPT.	To meet required fire flow, a hydrant must be added along frontage road on North corner, minimum 8" diameter line.			
1	.2-29-78	MOUNTAIN BELL	No objections.			
1	2-20-78	PUBLIC SERVICE	Electric: require easement to transformer location. Gas: no objections.			
1-19-79	PARKS &	RECREATION	I hope their elevations are 4700 and not 4200 as written. A 500' hole is not needed.			
1-19-79	POLICE	DEPARIMENT	Approved.			
1–19–79	PUBLIC	SERVICE	Gas: No objections Electric: Padmount Transformer to be located south of trash-bin and west of building			
1-19-79	CITY UI	TLITIES	No comment. Need more detail on trash and sewer including proposed pick up point and access to pick up point.			
1 - 19-79	FIRE DE	PARIMENT	OK- submit plan of water supply for fire protection (line sizes and hydrant locations) for approval.			
1-22-79	MOUNTAI	N BELL	Utility easements satisfactory as shown.			
1-22-79	CITY EN	3-RISH	1- As instructed by Luther Musgrove on Nov. 2, 1978, I am holding up on review approval of construction plans for Horizon Circle until they submit revised details for Horizon Drive intersection. 2- Subdivision developer is responsible for completing construction of Horizon Circle and Horizon Drive median changes prior to opening of All the Kings Restaurant and Burger King. They agreed to this as "Phase I" for subdivision. 3- This grading plan shows west 1/3 of site draining to the Northwest corner. How will this runoff be routed to the storm drain system which is in Horizon Circle on the east edge of the site? 4- I assume their grading plan fits the developers planned grade for Horizon Circle.			

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ITEMS I	REQUIRED FRO	OM DEVELOPER
Drainage Landsca	Agreement aping	Title Investigation Covenants
Improvements Guarantee	Annex	other (Specify)

739 Horizon Dr.



AVIGATION EASEMENT

1601268 11:12 AM 05/04/92 Monika Todd Clk&Rec Mesa County Co

THIS EASEMENT is made and entered into by and between the WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY, a body corporate and politic and constituting a political subdivision of the State of Colorado, hereinafter called GRANTEE, and

hereinafter, GRANTOR;

WHEREAS, Grantee is the owner and operator of Walker Field Airport situated in the County of Mesa, State of Colorado, and in close proximity to the land of Grantor, and Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about said airport; and

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land situated in the County of Mesa, State of Colorado, to wit:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for himself, his heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way appurtenant to Walker Field Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device known or hereafter invented, used or designed for navigation or flight in the air) by whomsoever owned and operated, in the navigable airspace above the surface of Grantor's Property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise and vibrations, smoke, fumes, glare, dust, fuel particles and all other effects that may be caused by the normal operation of aircraft landing at or taking off from or operating at or on said Walker Field Airport, and Grantor hereby waives, remises and releases any right or cause of action which Grantor now has or which Grantor may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, smoke, fumes, glare, dust, fuel particles and all other effects caused by the normal operation of such aircraft.

FURTHER, Grantor hereby covenants, for and during the life of this easement, that Grantor:

(a) shall not hereafter construct, permit or suffer to maintain upon said land any obstruction that extends into navigable airspace required for use of said airport runway surfaces; (Navigable airspace is defined for the purpose of this instrument

as airspace at and above the minimum flight altitudes, including take off and landing, as prescribed in Federal Aviation Administration Federal Air Regulations Part 91, and as such regulations are amended.)

(b) shall not hereafter use or permit or suffer use of said land in such a manner as to create electrical or electronic interference with radio communication or radar operation between the installation upon Walker Field Airport and aircraft, or to make it difficult for flyers to distinguish between airport lights and others or to result in glare in the eyes of flyers using the said airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking off or maneuvering of aircraft.

Grantor agrees the aforesaid covenants and agreements shall run with the land for the benefit of Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for public airport purposes.

The foregoing instrument was acknowledged before me this 8 day of April , A.D. 1992, by Norb Jukas .

My Commission expires: 1001_0

J 1779

Notary Public

RESTAURANT