

# Table of Contents

File 1980-0046  
Date 6/29/01

Project Name: 723 & 733 Horizon Dr. – (Airport Dollar Inn) – SPR (2 of 2)

P	S	<p>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.</p> <p>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.</p> <p>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.</p>			
X	X	<p><b>*Summary Sheet – Table of Contents</b></p> <p>Application form</p> <p>Receipts for fees paid for anything</p> <p><b>*Submittal checklist</b></p> <p><b>*General project report</b></p> <p>Reduced copy of final plans or drawings</p> <p>Reduction of assessor's map</p> <p>Evidence of title, deeds</p> <p><b>*Mailing list</b></p> <p>Public notice cards</p> <p>Record of certified mail</p>			
x		<p>Legal description</p> <p>Appraisal of raw land</p> <p>Reduction of any maps – final copy</p> <p><b>*Final reports for drainage and soils (geotechnical reports)</b></p> <p>Other bound or nonbound reports</p> <p>Traffic studies</p> <p>Individual review comments from agencies</p> <p><b>*Consolidated review comments list</b></p>			
X	X	<p><b>*Petitioner's response to comments</b></p> <p><b>*Staff Reports</b></p> <p><b>*Planning Commission staff report and exhibits</b></p> <p><b>*City Council staff report and exhibits</b></p> <p><b>*Summary sheet of final conditions</b></p> <p><b>*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)</b></p>			
<b><u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u></b>					
X	X	Action Sheet	X	X	Letter from Louise Forster to Ron Rish re: accepting full responsibility of improvements – 5/24/82 and 4/30/82
X	X	Review Sheet Summary	X	X	Letter from Louise Forster to Planning re: review sheet summary – 5/24/82
X	X	Planning Commission Minutes - ** - 5/25/82	X	X	Letter from Kent Harbert to City Planning re: informing of Western Engineering's recent appointment to address concerns of 100-year flood plain , drainage easement and drainage channel-4/22/82
X		Duplicate Review Sheet Summary (found in the first file-scanned)	X	X	Memo from Louise Forster to Planning re: altering 56 room addition and amending to 40 room addition – 5/3/82
X		Letter from Ronald Rish to Kent Harbert Drawings not submitted-9/9/82	X		Letter from Steve Sweet to Planning re: fire inspection – 5/3/82
X		Letter from Ron Rish to Kent Harbert - storm sewer accepted by City and we are responsible for sewer maintenance– 12/30/82	X	X	Letter form Kent Harbert from Planning re: storm drain – 4/29/82
X		Letter from Andrew Porter, Geo Testing Lab to Old Homestead Realty-re: verifying with graph that fill is poor material for subgrade – 5/20/80	X		Letter to Ron Rish (handwritten- not sure who it is from) re: parking lot drainage easement – 4/29/82
X		Utility Easement Agreement	X		Deeds



 **Quality  
Inn**

**AIRPORT  
Quality Inn**

**HBO**  
FREE  
IN ROOM ROOM

NOW OPEN  
NON SMOKER SECTION  
KING BEDS HBO  
FREE COFFEE AND DONUTS

 **COUNTRY CLUB**  
CANDY-SNACKS  
CIGARETTES

96

19



GEOLOGIC REPORT  
For The  
ADDITION TO THE AIRPORT DOLLAR INN  
December, 1981

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Supplemental to the Geology Report  
of the  
Homestead Subdivision  
October, 1979

Client:  
Ford Builders  
2135 East Main  
Grand Junction, CO 81501

Prepared by:  
Western Engineers, Inc.  
2150 Highway 6 & 50  
Grand Junction, CO 81501

## INTRODUCTION

The addition to the Airport Dollar Inn will lie on about 1/2 acre of the western portion of the lot at 723 Horizon Drive. Said addition lies in the SW 1/4 SE 1/4 and the SE 1/4 SW 1/4 of Section 36, T1N, R1W of the Ute Meridian and is contiguous with Lot 4 of the Homestead Subdivision on the northeast. The eastern portion of the lot borders Horizon Drive and is presently occupied by a service station. The Horizon Drive channel and the Bookcliff Golf Course border the addition on the northwest.

A geologic map on a plat of the lot is included at the back of this report. The location of 3 auger holes and 2 test pits which provide subsurface data are shown. The Homestead Subdivision was the subject of a geologic report prepared by this firm in October, 1979. This report is a supplement to that earlier report.

## SUMMARY

The site of the addition is underlain by 34 to 38 feet of fill and overburden materials on bedrock of Mancos Shale. The fill material ranges in depth from 8.5 to 11 feet over the natural overburden soils. The fill is a heterogeneous mixture of cobbles, gravel, fragments of concrete, asphalt and brick in a silty, clayey fine sand and sandy clay. The natural overburden materials beneath the fill are silty, clayey fine sands and sandy clayey silt alluvium, of the Horizon channel. The fill material is relatively well compacted over the less dense natural soils. Due to their clayey and silty nature the fill and natural soils have a low to moderate wet strength and a moderate to high dry strength.

The surface slopes generally northwesterly toward the Horizon Drive channel which has been modified along much of its length adjacent to Horizon Drive by placement of fill materials and recontouring of the natural surface.

No critical geologic hazards exist at the site which would preclude the proposed development.

## DISCUSSION

The geologic setting of the proposed subdivision is on the northeast flank of the Uncompahgre Plateau. Here the underlying formations of late Mesozoic sedimentary rocks dip about 3° to the northeast. The bedrock is Mancos Shale, a marine deposit of late Cretaceous age. The Mancos Shale has been eroded from its original thickness of about 3,800 feet to only about 640 feet beneath the site. Overlying this are soils which are derived primarily from the Mancos but contain materials washed down from the Mesa Verde formation, which outcrops in the Bookcliffs upslope from the site. These soils contain soluble sulfate salts due to their marine origin.

Fill material ranging from 8.5 to 11 feet in thickness overlies natural soils at the site. Natural soils extend to depths of 34 to 38 feet over the Mancos Shale. The fill material is a heterogeneous mixture of cobbles, gravel, sand, fragments of concrete, asphalt, brick, and some organic materials. The fill material can be classified as GM, GM-GC, ML-CL, or SM-SC on the Unified Chart. In some areas, the fill was placed over natural vegetative growth and low density organic soils (see attached map, which shows topographic contours dating to 1973. The topography shown has been altered by the placement of additional fill in the channels in the northern and western portions of the lot). The present surface is roughly flat and slopes gently toward the northwest or west. Generally fill material is moderately well compacted, and has moderate to poor internal drainage.

The natural overburden materials beneath the fill are alluvium of fine sandy, silty clays and silts with lenses of silty, clayey fine sand and occasional stringers of fine gravel and coarse sand. These soils are generally saturated below 10 feet and have

a moderate in-place density. These soils have a moderate to low shear strength when wet and moderate to low internal drainage.

Water table lies from 9 10 13 feet below the surface and is controlled by the Horizon channel. The ground water is perched in the overburden on the Mancos Shale. Some minor fluctuation in the water table can be expected due to seasonal watering of the adjacent golf course.

The site lies near the original Horizon Drive channel and the drainage canal on the west represents the altered remains of that channel. The U.S. Army Corps of Engineers 1976 report: Flood Hazard Information for Grand Junction, Colorado shows that a potential for flash flooding exists along Horizon Drive as far north as G Road or the south boundary of Section 36. Therefore, some potential does exist for flash flooding in the channel along the west boundary. Development within the channel and drainage basin above the site has effectively minimized that potential by isolating parts of the drained area. Also, the channel, as it now exists along the western boundary, could effectively handle a discharge of approximately 1,700 cfs, far above the 100-year peak flow estimated to be about 600 cfs by the U.S. Army Corps of Engineers.

Domestic water for this subdivision will be provided by a municipal source. The subdivision will also utilize existing sewage disposal facilities.

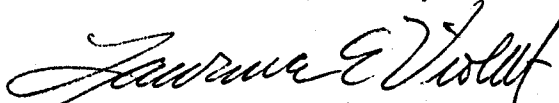
Commercial mineral resources of metallic or non-metallic nature are not found in the area. There is a possibility that production of oil and gas from underlying sandstone formations might be developed. There is production from these formations nearby.

## CONCLUSIONS

1. The proposed addition to the Airport Dollar Inn is in an area that does not present any critical geologic hazard.
- 2.) Some differential settlement can be expected due to differences in the overburden materials and the fine-grained, saturated nature of the subsoils.
- 3.) Water table is near 10 feet in depth, excavations in the soils below water table may be hazardous. Slight seasonal variations in the water table may take place.
- 4.) The area has no record of destructive seismic activity.
- 5.) A minimal flash flood hazard exists along the Horizon Drive channel. The destructive potential is minimized by provision for adequate drainage in the form of a canal or buried pipe along the Horizon Drive channel.
- 6.) The soils contain soluble sulfate salts, and a sulfate-resistant cement should be used.

Submitted by:

WESTERN ENGINEERS, INC.



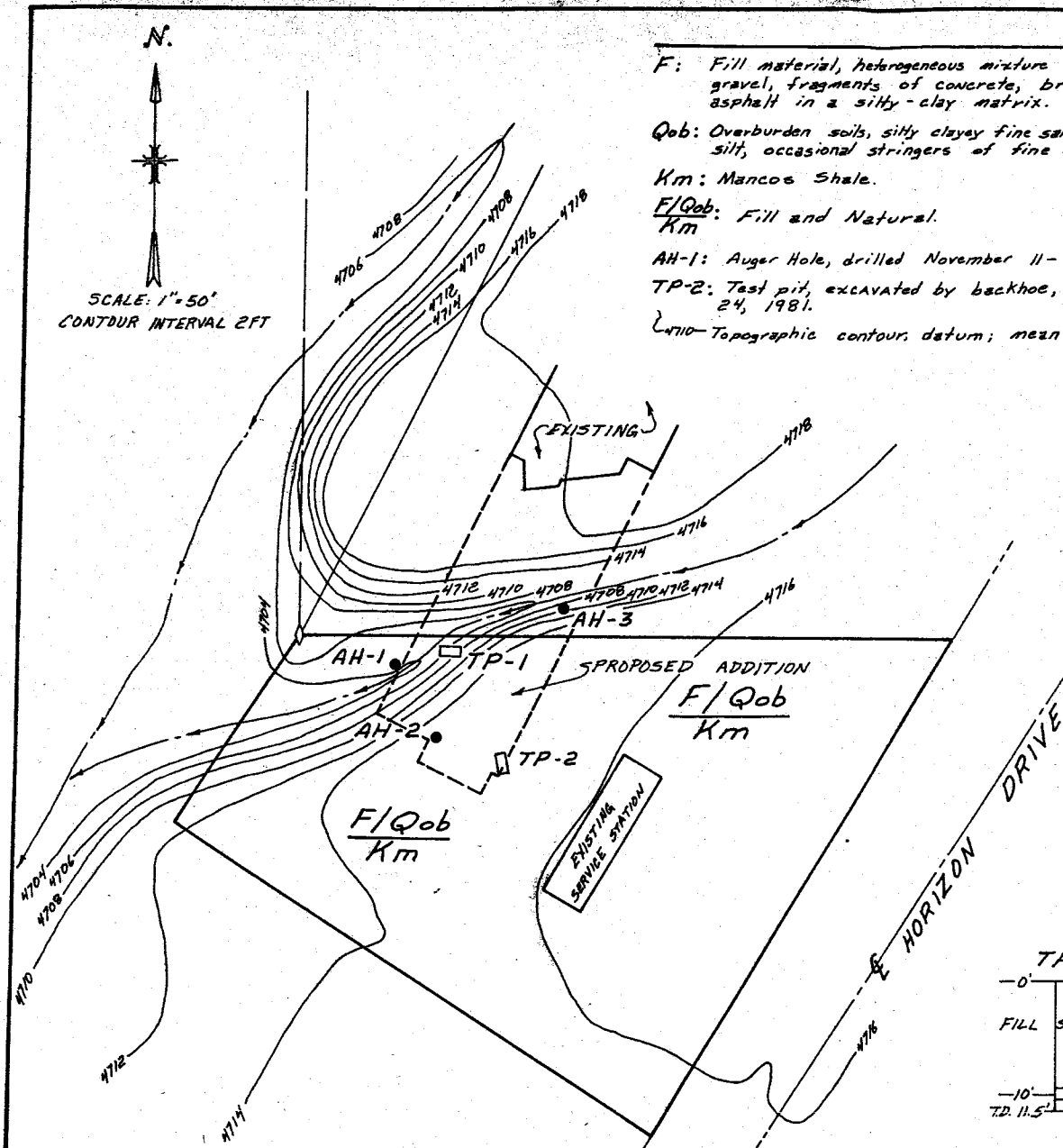
Lawrence E. Violett, Geologist



N.



SCALE: 1"=50'  
CONTOUR INTERVAL 2FT



### EXPLANATION

**F:** Fill material, heterogeneous mixture of cobbles, gravel, fragments of concrete, bricks and asphalt in a silty-clay matrix.

**Qob:** Overburden soils, silty clayey fine sand, and sandy silt, occasional stringers of fine gravel.

**Km:** Mancos Shale.

**F/Qob:** Fill and Natural.

**Km:** Mancos Shale.

**AH-1:** Auger Hole, drilled November 11-13, 1981.

**TP-2:** Test pit, excavated by backhoe, November 24, 1981.

$\curvearrowright$  4710-Topographic contour, datum; mean sea level.

**W.L.(D):** Free water level and the number of days after drilling it was measured.

**SQ:** Squeezing

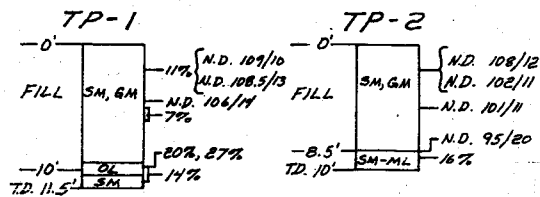
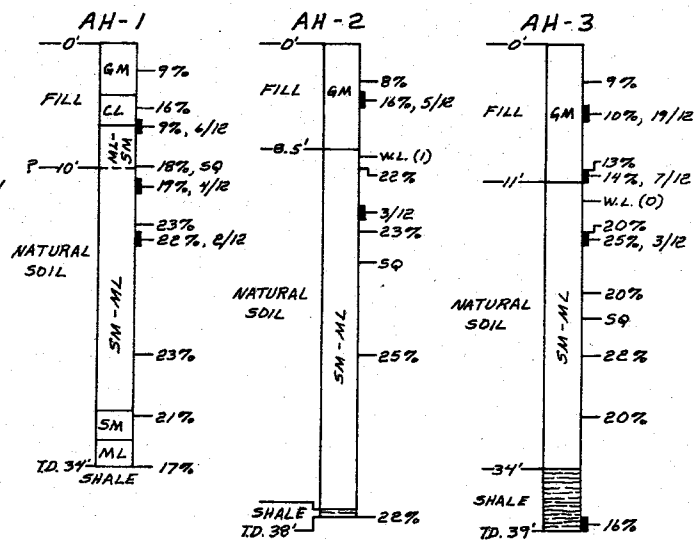
**T.D.:** Indicates total depth drilled.

**SM, ML-SM, GM:** Approximate unified soil classification.

**N.D. 106/14:** Indicates a nuclear density measurement of in-place condition (dry weight lbs per ft<sup>3</sup>/percent H<sub>2</sub>O).

**21%:** Natural moisture content (% H<sub>2</sub>O).

**3/12:** Standard penetration test; 140 lb. hammer, 30 inch drop, 2 3/8" sampler (blows/inches of penetration).



WESTERN ENGINEERS, INC.  
**GEOLOGIC MAP**  
 FOR THE  
**ADDITION TO THE**  
**AIRPORT DOLLAR INN**  
 GRAND JUNCTION, COLORADO  
 GEOLOGY: L.E.V. DATE: 12/14/81  
 DRAWN: R.W.Q. DATE: 12/16/81

# REVIEW SHEET SUMMARY

FILE NO. 46-80 TITLE HEADING Airport Quality Inn DUE DATE 5/14/82

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Louise Forster. Location:

723 and 733 Horizon Drive (Airport Dollar Inn). A request for a restaurant, a 40 room addition to the Hotel, and a convenience store on 3.32 acres in a highway-oriented zone. Consideration of development in HO - revised final plan.

PETITIONER ADDRESS 737 Horizon Drive

ENGINEER \_\_\_\_\_

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
5/10/82	Fire Dept.	This office has no objections to altering original proposal from 56 rooms to 40 rooms. The one additional fire hydrant will be required and all construction must be met of the Uniform Fire Code and Building Code.
5/12/82	Mountain Bell	No requests.
5/12/82	Public Service	Gas: No objection to 40 room addition to Airport Quality Inn. Request developer contact P.S.Co. concerning additional gas load if required. Electric: Developer to contact P.S.Co. concerning the removal of existing O.H. power lines as plan indicates prior to any customer construction.
5/13/82	Airport Authority	No particular problems relative to the airport are apparent with this proposed facility; the avigation easement enclosed with the application is acknowledged.
5/13/82	City Eng.	Power of attorney for full street improvements on Horizon Drive should be granted. Channel encroachments and 54 inch storm sewer work have been corrected by the petitioner. I am awaiting as-built drawings, an easement, and minor clean-up at the outlet structure. Their letter acknowledging responsibility for improvements infringement on the drainage easements satisfactory to me. I assume the City Attorney is satisfied. A 15 ft. drainage easement and similar letter should be obtained from Larry Feather for the west portion of the project. Since this project is a "combined" effort I see no justification for the driveway directly in front of the restaurant. The other three (3) driveways on this 550 ft. + frontage would adequately serve this project with the layout proposed.
5/13/82	Ute Water	No objections
5/13/82	Transportaiton	The one-way traffic flow on the west side of the building is not desirable and will create inconvenience for guests. However, given the fact that the existing building was not built in conformance with approved plans, there is no room for other arrangements.

I question whether the 12 parking stalls south of the convenience store can really be related to motel use. Based on the plan submitted, I would eliminate the curb cut in front of the restaurant. Three cuts should be adequate to serve the store and the motel may be closed. If so, then consideration will be given to allowing this cut to remain.

The aisle in the N.E. corner should be 24' - 25' wide. The traffic flow for the parking under the new 40-unit addition should be reversed.

*5/25/82  
Denied by GUPC  
1) curb cut issue  
not resolved.  
2) internal circulation*

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
5/14/82	City Utilities	None.
Additional Planning Staff Comments		<ol style="list-style-type: none"> <li>1. Parking is tight. If all rooms are filled, for one to park by the gas station and have to walk to their room could create a pedestrian hazard. Crosswalks, walkways, directional flow arrows etc. should be striped and designated for better overall access and safety.</li> <li>2. Signage will conform to existing requirements.</li> <li>3. Avigation Easement needed if not already given (per Sec. 5-11 Grand Junction Zone and Development Code.)</li> <li>4. Overall access in question especially with 4 curb cuts off Horizon Drive.</li> <li>5. Trash p/u locations need to be ok'd with Sanitation Engineer.</li> <li>6. Existing parking stalls will be removed to reflect this proposal. There exists inadequate aisle widths and parking stall lengths persently. This will have to be changed.</li> <li>7. Fire hydrant issue needs to be approved by Fire Department.</li> </ol>

8. Redesignate employee parking so customers can utilize closer in.

*Review Sheet Summary mailed 5/17/82*

*5/18/82 - Late - City Parks*

6/8/82 GJPC Minutes  
of 5/25/82

MOTION: (COMMISSIONER TRANSMIEIER) "ON FILE #46-80, DEVELOPMENT IN HO--REVISED FINAL PLAN, AIRPORT DOLLAR INN, I MAKE A MOTION WE SEND THIS TO CITY COUNCIL WITH THE RECOMMENDATION FOR DENIAL ON THE BASIS OF NONAGREEMENT ON THE THREE ACCESS POINTS (CURB CUTS), INTERNAL CIRCULATION PROBLEMS, AND MARGINAL PARKING."

COMMISSIONER LITLE SECONDED THE MOTION.

CHAIRWOMAN QUIMBY REPEATED THE MOTION, CALLED FOR A VOTE AND THE MOTION CARRIED 5-0.

AIRPORT QUALITY INN

WRITTEN RESPONSE TO REVIEW SUMMARY COMMENTS  
REGARDING FILE #46-80

LOCATION: 723 & 733 HORIZON DRIVE

ACTIVITY: A request for a 118 seat restaurant  
and a 40 room addition to the hotel,  
and a separate convenience store gas  
station.

FIRE DEPARTMENT: We do fully intend on installing one additional  
fire hydrant which will be located on the south-  
east corner of the project and will conform to  
all fire and building codes.

PUBLIC SERVICE: Before we start construction we will contact  
Public Service Co. concerning gas load and any  
relocation of power lines and poles.

CITY ENG.: We are presently drawing up the power of attorney  
for full street improvements for the Horizon Dr.  
expansion.

We are also submitting the "as-built" drawings  
for the 54" storm sewer and have incorporated  
this as a drainage easement.

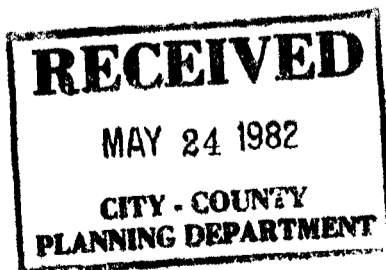
At this time we are cleaning up the drainage  
outlet area where the construction of the diver-  
sion structure took place.

We are enclosing a letter acknowledging responsi-  
bility for the improvements on the west side of  
the property on the 15' drainage easement

In response to the comment of the curb cuts, this  
project is a combined submittal only. It is not  
a combined project with owners or businesses. We  
have an agreement as to the usage of the parking  
on the adjoining parcel which is clearly stated  
in the lease agreement. Because of this fact,  
it is, in our opinion, legally unsound for us to  
give up the only curb cut on the Quality Inn pro-  
perty which fronts Horizon Drive. We have included  
a letter from our attorney explaining this state-  
ment.

TRANSPORTATION: As to the question of whether or not the 12 stalls  
of parking on the south side of the convenience  
store are related to the hotel, these stalls will  
serve as parking area for the people who will be  
staying in the new addition, and will be using the  
southerly most entrance. These stalls will, of  
course, be used after check-in and directions are  
given to the customers.

As to the curb cut question, let me again stress  
the fact that this project is combined only in the  
submittal. They are separate projects with differ-  
ent owners. We have checked into the legal aspects  
of not having a curb cut on the hotel property  
frontage on Horizon Drive, and the long term affects.  
Enclosed is a letter from our attorney explaining  
this matter.



There has been a change of bringing the parking island between the two projects to the landscape frontage on Horizon Dr. We hope that this change will not cause a traffic flow problem. We are more than willing to work with the Transportation Dept. in this matter.

The aisle in the northeast corner has been addressed and has been changed to the proper width. Also, the traffic flow under the new addition has been reversed.

PLANNING STAFF:

1. We fully intend on addressing the safety of our customers in the traffic flow areas of our project. In doing this, we will designate areas for walkways and crosswalks, and also paint traffic flow directional arrows on the roadways for the safety of the pedestrians and the traffic.
2. The signage has been addressed and all building codes recognized. We, as to the best of our knowledge, have conformed with the codes set forth.
3. An aviation easement has been granted to the Airport Authority.
4. Our access and 4 curb cuts have been addressed to the City Engineering and Transportation Dept. as to why we would like to keep our cut on our property.
5. The trash container locations have been okayed with the Sanitation Engineer.
6. We have fully recognized that the existing parking and aisle widths are not all in accordance with codes. We have addressed this matter by attaching a development schedule as to our plans on correcting these areas.
7. The hydrants have been put into operation and have been inspected and signed off. A letter of inspection was submitted to the Planning Dept.

PETITIONER'S  
COMMENTS:

To the best of our knowledge, we have addressed all clouded areas in this submittal. We are more than willing to work with the Planning Dept. and all other reviewing agencies on matters of change. We have purchased approximately another 36,000 sq. ft. of parking area to make this project more accessible and feasible. We feel our layout has been fine-tuned to what the different agencies would like to see on Horizon Drive. In my own opinion, I think that these overall projects - the Feather Petroleum convenience store and gas station, along with our room addition and restaurant, serving fine dining in our hotel, will make an added plus for the overall Horizon Drive expansion program.

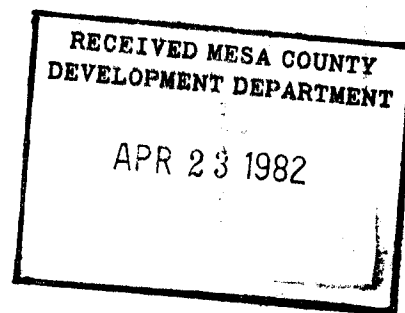
Respectfully submitted,

  
Louise Forster, Partner



CONSULTING ENGINEERS / LAND SURVEYORS

2150 Hwy 6 & 50, Grand Junction, CO 81501 • 303/242-5202



April 22, 1982

Grand Junction Development Department  
559 White Avenue, Room 60  
Grand Junction, CO 81501

RE: Quality Inn, 733 Horizon Drive

Dear Sirs:

The manager of Quality Inn at 733 Horizon Drive has hired Western Engineers to address your concerns with the drainage on their development. There are two areas of concern: 1) the effects of the 100-year flood and 2) the relationship of the drainage easement and the drainage channel.

First, it can be shown that the improvements constructed by the motel are above the 100-year flood limits. This includes the lower level parking on the west side of the building.

Information on the potential flooding was obtained from the U.S. Army Corps of Engineers' report "Flood Hazard Information, Colorado River and Tributaries, Grand Junction, Colorado" November, 1976, and the "Peak Flows and Stages" supplement to that report. The report's analysis of the Horizon Channel only goes up to G Road. At that point the 100-year flood flow is 500 cubic feet per second.

The channel behind (west) of the motel is large enough to handle more than the 500 cfs without overtopping its banks. At its narrowest point, the channel can be approximated as a trapezoidal channel with a base width of 8 feet and side slopes of 1.5 to 1. Using a coefficient of 0.05, a channel slope of 1.5%, and a flow depth of 6 feet; the channel's capacity according to Manning's equation of 850 cfs.

It could also be pointed out that the 100-year flow in this stretch of the channel will be less than the 500 cfs projected at G Road. This is because the channel has a significant tributary between G Road and the motel. That channel begins northwest of the airport and traverses the Crossroads development and the Country Club's golf course. The actual flood volumes for the main channel and the tributary were not determined since we already know there is enough capacity.

The second concern is the relationship of the drainage channel and the drainage easement. As you are aware the channel does not follow the property line, but is entirely on the Country Club's property. Since that is an historical channel, it was not necessary to grant the 15 foot drainage easement. It was granted in anticipation of the channel being piped, in which case it could be routed down the property line and the



April 29, 1982

Grand Junction Engineering Dept.  
250 North 5th  
Grand Junction, CO 81501

ATTN: Ron Rish  
RE: Quality Inn, Airport

Dear Ron,

According to Larry Moore of the Quality Inn, you have some questions regarding the storm drain installed along their north property line. The first was the availability of an easement. The easements as dedicated on the plat of the Homestead Subdivision should be sufficient. There is a 10 ft. easement south of the property line and a 25 ft. one north, for a total of 35 ft. The drain line was designed to be on the property line. The construction was slightly off this alignment with the centerline of the pipe on the property line at the east end and 2.3 ft. south at the west end.

The as-built survey has been completed and the plans are being prepared. The installation was essentially as designed except for a few minor items. The pipe length is eight feet longer than designed. A 24" cmp was added which enters the east side of the first structure. The existing concrete pipe is 42 inch instead of 48 inch as originally shown. There are minor variances in the grades and slopes. All of these changes will be shown on the as-built drawings which will be submitted within a week.

Very truly yours,

WESTERN ENGINEERS, INC.

*T. Kent Harbert*

T. Kent Harbert, P.E.

TKH:fp

cc: Quality Inn, Steve Sweet, Manager  
Larry Moore

*Called Kent 3-4-82  
& notified him that existing  
easements are not for drainage  
& so plat must be revised  
or easement granted.*

*cc: Darrel Louder  
Jim Patterson  
Bob Goldin*

*RPR*



737 Horizon Drive  
Grand Junction, Colorado 81501  
April 30, 1982

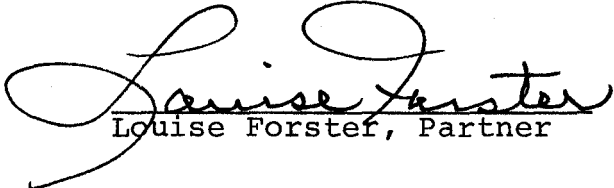
TO THE CITY OF GRAND JUNCTION:

The Airport Quality Inn does recognize that there exists on the west boundary of our property, bordering the flood drainage ditch and the Bookcliff County Club, a 15 feet drainage easement which runs north and south for the entire length of the property.

We are aware that our parking facilities infringes upon this easement. We will fully accept any and all responsibility for our improvements on this easement.

We do recognize this easement may require future excavation and changes, and we will cooperate fully with the City in this matter.

AIRPORT QUALITY INN

  
Louise Forster, Partner

LF:lt



# Quality Inn Airport



733 Horizon Drive, Grand Junction, CO 81501  
(303) 245-7200

May 3, 1982

Planning Dept  
6th & Rood  
Grand Junction, Co 81501

To: Planning Dept

RE: Review Sheet File #46-80 (733 Horizon Drive) Dated 4/13/82  
Fire Dept. Comments.

The onsite existing fire exit at 733 Horizon Drive is in service and was inspected on 4/30/82 by station #3, and was found to be fully operational.

Sincerely,

Steven Sweet  
General Manager

Reperesentative of Station #3 concers with above statement.

We checked the on-site hydrant, 733 Horizon Drive, at the Quality Inn, May 3, 1982. Hydrant was found to be on and operable.

Btn. Chief Wes Painter

cost shared with the Country Club. However, the Country Club wants the channel to remain open as a natural boundary which deters unauthorized entry and as a water hazard on the golf course.

The 15 foot drainage easement will remain available in case a drain pipe is installed in the future. Currently the motel's paved parking lot is constructed over the easement. They realize that the pavement will have to be removed for the installation of the pipe if that ever occurs. However, until that time parking is an acceptable use of that property. It should also be noted that the easement has nothing to do with the 100-year flood limit.

The concerns you had on this development are valid, but I have hopefully shown that they have been properly taken care of. First, the 100-year flood will be contained in the existing channel. Second, the existing channel is on the Country Club's property, but an easement is available for the piping of the drain. If you have any additional questions or concerns, please feel free to call me.

Sincerely,

WESTERN ENGINEERS, INC.

*T. Kent Harbert*

T. Kent Harbert, P.E.

TKH:slv

cc: Quality Inn, Steve Sweet, Manager  
Larry Moore  
City Engineering Department, Ron Rish

JOSEPH A. HAMBRIGHT  
ATTORNEY AT LAW  
P. O. BOX 2221  
GRAND JUNCTION, COLORADO 81501  
TELEPHONE (303) 243-9320

→ Garry Ashby,

Does this "legalize"  
mean I do not have

the right to control the  
location, size, and number  
of curb cuts on this property

Note: They want 4 cuts for this  
project!

May 19, 1982

Ron Rish  
City Engineer  
City of Grand Junction  
City Hall  
Grand Junction, Colorado 81501

Re: Airport Quality Inn  
Request for Restaurant

Ron Rish

5-27-82

cc: Goldin  
Draughton, Patterson

Dear Mr. Rish:

I am writing this letter in explanation of certain of the legalities involved with the properties comprising the above project.

I represent A. L. Partee who is the original property owner of all the tracts involved and who is the landlord for the portions of the project comprising the convenience store and proposed 40 room motel addition (see attached plat). These properties are under separate leases, one to Feather Petroleum and the other to Airport Inn. The Feather Petroleum lease contains language which burdens its parcel (Parcel 2) with an easement for ingress and egress for traffic from Parcel 1 (40 room addition to the motel). The lease does not provide for ingress and egress for traffic from the main motel property or the proposed restaurant.

The enclosed plat was made part of the lease and is recorded. Neither Airport Inn nor the City of Grand Junction would be entitled to amend this plan or the terms and conditions of the lease accompanying it without the express permission of Feather Petroleum and A. L. Partee, neither of which have been given. Thus, the suggestion to eliminate the curb cut in front of the restaurant, substituting the curb cut on the Feather Petroleum property immediately to the South, would be in violation of the terms and conditions of the lease with Feather Petroleum and subject to objection by them as well as the landlord, A. L. Partee.

If I may be of any further help clarifying this matter or

Ron Rish  
May 19, 1982  
Page 2.....

otherwise of assistance, please do not hesitate to let me know.

Sincerely yours,

  
JOSEPH A. HAMBRIGHT

JAH/ko

Enclosure

737 HORIZON DRIVE, GRAND JUNCTION, COLORADO 81501 • (303) 243-5100

May 24, 1982

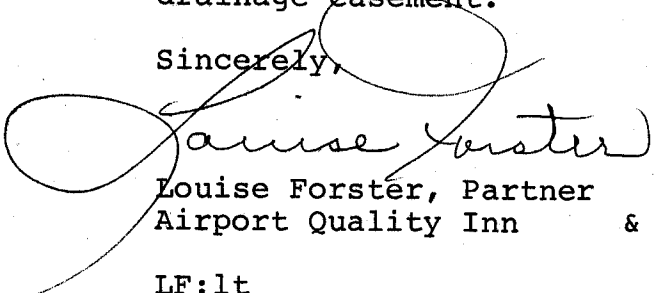
Ron Rish  
City Engineering Dept.  
Grand Junction, Colorado

Re: 15' Drainage easement on Parcel 1 south of  
Lot 4, Homestead Subdivision (approximately  
106.5' x 15' bordering the westerly most  
portion of the property.

Dear Mr. Rish:

We do recognize this is a drainage easement and also the possibility of future work on the drainage ditch. We do accept full responsibility of any improvements done to this drainage easement.

Sincerely,

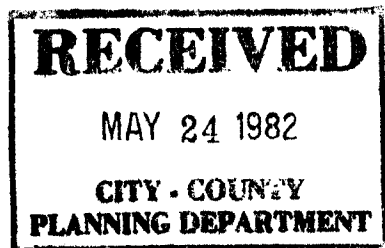
  
Louise Forster, Partner  
Airport Quality Inn &

Attorney-in-fact for  
Al Partee, owner

LF:lt

Note: As of June 1, 1982, the long term lease will take effect and this lease will be between Airport Quality Inn and the owner, Al Partee. With this in mind, we respectfully submit our signature on this easement recognition.

May 24, 1982



Mesa County Planning Department and  
City of Grand Junction  
Grand Junction, Colorado

Re: Review Sheet Summary dated 5-14-82, File #46-80 under the comments by the Planning staff dated 5-14-82, Item #6. Also a letter from the City & County Planning Dept. dated 5-12-82, signed by Lance R. Williams, Development Enforcement Officer.

Gentlemen:

We have recognized the problems we have as far as requirement on parking and aisle widths, and what is presently existing vs. what was approved on the original submittal for a 110 unit hotel.

Our intentions are as follows:

We have submitted an overall new site plan with our restaurant and additional submittal. This plan was derived from as-built surveys that were done by Armstrong & Western Engineers. The development schedule is that on immediate approval, the Feather Petroleum convenience store gas station will start construction immediately. The restaurant will also start construction immediately. The addition will not be started until the spring of 1983.

Upon approval, we plan on doing the following: Starting at the northern boundary of Lot 4 of Homestead Subdivision (the lot the present hotel is situated) we will change the existing situation and site to conform with the new approved submittal, including all existing parking and aisle widths.

Parcel one of the property to the southwest of our present location (location of future proposed addition) will be completely excavated for drainage and future development, and the improvements with blacktop and parking put on the property until such a time the addition is started, then the blacktop will be removed in that area of the lot, and construction will begin.

This lot and the parking on Feather Petroleum property (see lease) will provide adequate parking for the 110 rooms and 118 seat restaurant with employees.

At the time of construction on the addition, we will incorporate Lots 2 & 3 of Homestead Subdivision into parking and do the improvements on these parcels to accommodate the additional need.

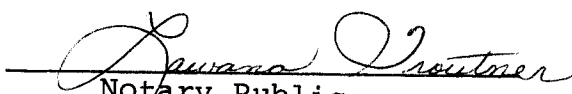
Respectfully submitted,

  
Louise Forster, Partner

STATE OF COLORADO )  
                              )  
COUNTY OF MESA       ) ss.

The foregoing was acknowledged before me this 24th day of May, 1982 by LOUISE FORSTER.

My commission expires: June 18, 1984  
Witness my hand and official seal.

  
Notary Public

733 Horizon Drive  
Grand Junction, Colorado 81501  
May 3, 1982


TO REVIEWING AGENCY & TO WHOM IT MAY CONCERN:

With regard to the Airport Quality Inn at 733 Horizon Drive, Grand Junction, Colorado, we are hereby altering our original proposal of a 56 room addition and amending it to a 40 room addition.

Construction on the 40 room addition shall be commenced in late fall of 1982.

Sincerely,

AIRPORT QUALITY INN



Louise Forster, Partner

LF:lt

AVIGATION EASEMENT

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 A. L. PARTEE, as sole surviving partner of Partee Homes, a General Partnership, as owner subject to lease to AIRPORT QUALITY INN, LARRY V. FEATHER, and LOUISE FORSTER, hereinafter called GRANTORS;

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, and maneuvering about said airport; and

WHEREAS, Grantor is the owner, and leasehold estate owner of that certain parcel of land situated in the County of Mesa, State of Colorado, to-wit:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A", AND BY THIS REFERENCE MADE A PART HERETO.

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 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 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.

IN WITNESS WHEREOF, the Grantor, has hereunto set his hand and seal on this 30<sup>th</sup> day of April, A.D. 1982.

A. L. Partee by Louise Forster  
Attorney-in-Fact

A. L. Partee by Louise Forster,  
Attorney-in-Fact

AIRPORT QUALITY INN

By Louise Forster  
Louise Forster, Partner

Larry V. Feather  
Larry V. Feather

Louise Forster  
Louise Forster

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

The foregoing instrument was acknowledged before me this 30th day of April, A.D. 1982 by LOUISE FORSTER, Attorney-in-Fact for A. L. PARTEE, LOUISE FORSTER, as partner of AIRPORT QUALITY INN, and LOUISE FORSTER, individual.

Witness my hand and official seal.  
My Commission expires June 18, 1984.

Lawana D. Routree  
Notary Public

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

The foregoing instrument was acknowledged before me this 3rd day of May, A.D. 1982 by LARRY V. FEATHER.

Witness my hand and official seal.  
My Commission expires: 5-17-83

Louise Forster  
Notary Public