



Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
303.739.7250

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February 17, 2017

Paul Battaglia
Centerline Solutions for T-Mobile
16360 Table Mountain Parkway
Golden, CO 80403

**Re: Technical Corrections Review – T-Mobile CMRS at Specialty Wood Products
Site Plan Amendment with Waiver**

Application Number: **DA-1335-31**
Case Number: **2006-6019-01**

Dear Mr. Battaglia:

Thank you for your technical corrections submittal, which we received on February 3, 2017. We have reviewed the submittal and require a few changes. An avigation easement is required due to the proximity to Buckley Airforce Base. See the first attached form.

See Site Plan redlines. Please email me a pdf prior to printing the mylar sheets.

Please follow the attached Applicant Mylar Checklist sheet when submitting your mylars.

If you have any comments or concerns, please give me a call. I may be reached at (303) 739-7220.

Sincerely,

Jonathan Woodward, Planner II
City of Aurora Planning Department

cc: Mindy Parnes, Planning Department
Mary Avgerinos, Neighborhood Liaison
Gary Sandel, ODA
Filed: K:\\$DA\1335-31tech1.rtf

Return to:
Janice Napper, City Clerk and Recorder
City of Aurora Colorado
15151 East Alameda Parkway
Aurora Colorado 80012

AVIGATION EASEMENT

1. The undersigned (the "Grantor(s)") (is)(are) the owner(s) of that certain parcel of real property more particularly identified and described in the legal description attached to and made a part of this instrument as Exhibit A (the "Property").
2. Grantor(s), for (itself)(themselves), (its)(their) successors and assigns, hereby grant(s) and convey(s) to THE CITY OF AURORA, COLORADO, its successors and assigns (the "City"), a perpetual and assignable easement in and over the Property and a right-of-way for the free and unrestricted passage and flight of all aircraft in the navigable airspace above the surface of the Property as defined by the Federal Aviation Act of 1958, 49 U.S.C. § 40101, et seq., and the regulations adopted pursuant thereto, as the same are from time to time amended (the "Airspace").
3. Said easement and right-of-way shall include, but is not limited to:
 - a. 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 of any and all aircraft now known or hereafter invented, used, or designated for navigation of or flight in the air, in, through, across or about any portion of the Airspace;
 - b. The right to cause or create, or permit or allow to be caused or created in 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;
 - c. The 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 the Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace;
 - d. 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, the Property, and which extend into the Airspace; and

e. The right of ingress to, passage within, and egress from the Property, solely for the above stated purposes.

4. Grantor(s) hereby covenant(s) with Grantee as follows:

a. Grantor(s) will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Property to extend into the Airspace, constitute an obstruction to air navigation, or obstruct or interfere with the use of the easement and right-of-way herein granted; and

b. Grantor(s) will not use or permit the use of the Property in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Airport and any aircraft.

5. The easement and right-of-way granted herein shall be deemed in gross, being conveyed to Grantee for their benefit and the benefit of any and all members of the general public who may use said easement or right-of-way operating aircraft in or about, or in otherwise flying through, the Airspace.

6. The covenants and agreements made herein shall run with the land and shall be binding upon Grantor(s) and (its) (their) successors and assigns.

7. The City is hereby designated as agent for all purposes regarding the enforcement or removal of the easement and right-of-way granted herein.

8. It is understood and agreed that Grantor(s) shall have no right or cause of action, either in law or in equity, for damages or injury to any person or property arising out of or resulting directly or indirectly, from the overflight of aircraft, or for damages or injury to any person or property resulting from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft overflights; provided, however, that nothing herein shall divest Grantor(s) of any right or cause of action for damages to any person or property resulting from the negligent operation of aircraft overflights over the described premises at any altitude above ground level.

9. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the City or any other governmental agency or department by virtue of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*, C.R.S., as amended.

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MYLAR CHECKLIST

15151 E. Alameda Parkway, Ste 2300 • Aurora, CO 80012 • 303.739.7420

Instructions: The applicant shall confirm that each item listed below has been completed by checking each box or writing not applicable (N/A) and signing and dating the bottom of the form before submitting MYLARs to the Planning Case Manager.

- ☐ All required city fees have been paid (verify this with the Planning Case Manager).
- ☐ Comments from all departments have been addressed and all changes to the MYLARs have been approved by the affected departments prior to submittal of the final MYLARs to the Planning Case Manager.
- ☐ Drainage plan approved and civil drawings near completion.
- ☐ The effective date on the title work and Certificate of Taxes Due is within 120 days of final city approval of the plan.
- ☐ If an Avigation Easement is required, a copy of the recorded document has been submitted to the Planning Case Manager and the City Clerk and Recorder.
- ☐ Digital files, preferably on a compact disc, for the site plan, CSP, subdivision plat, GDP, FDP, etc. have been submitted to the Planning Case Manager. Instructions can be found online:
 - https://www.auroragov.org/UserFiles/Servers/Server_1881137/File/Final%20-%20CAD%20Data%20Submittal%20Standards_11_28_2016.pdf
 - Also refer to the Instructions for Submitting Digital Files for Addressing.
- ☐ The surveyor, property owner(s), and mortgage company have signed both cover sheets with black indelible ink.
 - Please ensure that the signatures, stamps and seals text do not smear
- ☐ The notary has filled in the signature block and applied their indelible stamp in black indelible ink.
 - Please ensure that the stamp does not smear
- ☐ The surveyor has applied their stamp and signed their name through the stamp.
 - Please ensure that the stamp does not smear
- ☐ Submit one complete set of signed and notarized MYLARs and one additional signed and notarized cover sheet for each site plan, CSP, GDP, FDP, etc. Subdivision plats require submittal of one set of signed and notarized MYLARs.
 - Adams County
 - a. One complete set of signed and notarized MYLARs in 18 inch by 24 inch format
 - b. One additional signed and notarized MYLAR cover sheet in 24 inch by 36 inch format for the city
 - c. For plats one complete set 18 inch by 24 inch
 - Arapahoe County & Douglas County
 - a. One complete set of signed and notarized MYLARs in 24 inch by 36 inch format
 - b. One additional signed and notarized MYLAR cover sheet in 24 inch by 36 inch format for the city
 - c. Please note that all MYLARs shall be four millimeters thick, double mat, reverse print/burn, and photo quality
 - d. For plats, one complete set of 24 inch by 36 inch plats

*Allow 7-10 business days for Mylar processing

Project Name: _____ DA #: _____

Applicant Signature: _____ Date: _____

Phone: _____ Email: _____

Note: This form is also available online