P&D82CCW

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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENTS AGREEMENT

NAME OF APPLICANT OR DEVELOPER: PLANNERS & DEVELOPERS LTD

PROJECT/SUBDIVISION: REPLAT OF LOT 1, BLOCK 5, CROSSROADS COLORADO WEST FILING NO. 2

LOCATION: 2701, 2703, 2705 CROSSROADS BLVD. (W OF 27 ROAD, GRAND JUNCTION

PARCEL NO.: 2701-362-36-011 2701-362-36-012 2701-362-36-015 2701-362-36-016 2701-361-36-019

FILE NO.: C2-80 (COUNTY FILE ORIGINALLY)

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1982

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

In re: Replat of Lot 1, Block 5, Crossroads Colorado West Filing No, Two Name of subdivision or other improvement location

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of <u>Replat of Lot 1, Block 5, Crossroads Colorado West</u> date <u>April</u> <u>19</u>82, the name of subdivision Filing No. Two

following improvements to City of Grand Junction standards and to furnish an Improvements Guarantee in the form acceptable to the City for these improvements. 1298809 U8:25 AM Pare and

JUL 30,1982 E.SANYER,CLK&REC MESA CTY,CO Estimated

Improvements	Quantity and Unit Costs	Estimated Cost	Date Date
Street grading			
Street base			
Street paving			
Curbs and Gutters			
Sidewalks			
Storm Sewer facilities			
Sanitary sewers	1 ea. MH @ 600.00	600.00	8/82
Mains	334 L. F. @ 9.00	3000,00	8/82
Laterals or house connections			
On-site sewage treatment			
Water mains			
Fire hydrants			
On-site water supply			
Survey monuments			
Street lights			
Street name signs			
SUB TOTAL		3600,00	

Supervision of all installations (should normally not exceed 4% of subtotal) \$150.00

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION

\$ 3750,00

The above improvements will be constructed in accordance with the specifications and requirements of the City or appropriate utility agency and in accordance with detailed construction plans based on the City Council approve plan and submitted to the City Engineer for review and approval prior to start of construction. The improvements will be constructed in reasonable conformance with the time schedule shown above. An Improvements Guarantee will be furnished to the City prior to recording of the subdivision plat.

			/	riandero and peveropero	
ATTEST:	Na	Hull K	Horden .	BY: William	Evot
	······································	Se	chetary 2	Signature	of subdivider President
			SEAL		be signed by Presiden Secretary, together seal.)
Date:	21	JUNE	1982		

I have reviewed the estimated costs and time schedule shown above and based on the plan layouts submitted to date and the current costs of construction I take no exception to the above.

Date: July Z 1982

PLANNERS & DEVELOPERS LTD.

1298810 08:25 AM B1384 P0823 JUL 30,1982 ELSAWYER, CLKAREC MESA CTY, CO

March 31, 1982

City of Grand Junction 559 White Avenue, Room 60 Grand Junction, CO 81501

Guarantee of Improvements as per Improvements Agreement as required for the Replat of Lot 1, Block 5, Crossroads Colorado West Filing No. Two.

The undersigned hereby guarantee not to request building permits within the Replat of Lot 1, Block 5, Crossroads Colorado West Filing No. Two until such time as improvements are complete and a release from Improvements Agreement and Improvements Guarantee has been obtained.

	ners and Developers Ltd. Lorado Corporation William Josto Pres.	
State of Colorado) County of Mesa) The foregoing instrument was acknowled	ged before me this	
ZIST day of June A.D., 1982 by William E. Foster, President		
Witness my hand and official seal. My commission expires: <u>August 21, 1982</u> NOTAD COLORNOL COLORNOL	Motary Public	

2784 CROSSROADS BLVD. P.O. BOX 2163 GRAND JUNCTION, COLORADO 81502 (303) 242-3517



2784 Crossroads Blvd., P.O. Box 2163, Grand Junction, Co. 81501 Phone (303) 242-3517

December 22, 1981

Board of County Commissioners Mesa County Courthouse % City-County Development Department P.O. Box 897 Grand Junction, Colorado 81502

Lady & Gentlemen:

In regard to Crossroads Colorado West, Filing No. Two, we respectfully request release from the Improvements Agreements and Guarantees.

The construction for the project is now complete to the best of our knowledge.

Sincerely,

C.B.W. Builders, Inc. agent for Planners & Developers Ltd

Steven H. Meyer 1

Project Engineer

SHM/br

BUTLER

CBW IS A FRANCHISED DEALER FOR BUTLER BUILDING SYSTEMS

EXHIBIT A

1298811 08:25 AM B1384 P0824 JUL 30,1982 E.SAWYER,CLK&REC MESA CTY-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 Planners and Developers, Ltd., a Colorado corporation

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: Replat of Lot 1, Block 5, Crossroads Colorado West, filing No. Two.

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 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 or aircraft.

BOOK 1384 PAGE 825

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 21^{st} day of ______, A.D. 1982.

Planners & Developers Ltd. by William & Joster pres.

STATE OF COLORADO)) ss: COUNTY OF MESA)

The foregoing instrument was acknowledged before me this <u>ZISF</u> day of <u>June</u>, A.D. 1982, by <u>William E. Foster President</u>. My Commission expires: <u>August ZI 1982</u>.



Motary Public

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SIGNATURE FORM FOR RELEASE FROM IMPROVEMENTS AGREEMENT AND GUARANTEE

<u>Crossroads Colorado West, Filing No. Two</u> Subdivision Name

Northwest of Horizon Drive & I-70 Common Location

File Number

Planners & Developers Ltd Petitioner

% C.B.W. Builders, Inc. P.O. Box 2163, Grand Junction, CO 81502 Address

242-3517

Phone Number

A request has been made for release from Improvements Agreement and Guarantee for the above item. Please indicate if improvements have been completed to required specifications.

**COUNTY ROAD DEPARTMENT

	Accepted	Signature		Date
:	**	UTE	WATER	
		<u>Jés</u> Signature	Don Bronyie	
X	*	CITY	sewer Ranald P. Riel	1-21-82
•	Accepted	Yes Signature	Bh Chief Was Rento	Date 1-4-82
Ý	**	GRAND JUNCTION	FIRE	
.*	Accepte d	Signature		Date
	**		IRRIGATION	
	Accepted	Signature	by a Professional Engineer	Date
<i>.</i> +	**	GRAND JUNCTION	CITY ENGINEER	
	Accepted	Y€SSignature	Ranald P. Rick	Date 1-21-82
~	**	GRAND JUNCTION	For TRANSPORTATION ENGINEER	
	Accepted	YesSignature	Ronald P. Neil	Date <u> -7 -87</u>
+	**	GRAND JUNCTION	CITY PARK/RECREATION	
	Accepted	Signature		Date
	**		OTHER	
	Accepted	Signature		Date

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