

STATE OF COLORADO, COUNTY OF MESA  
 RECORDED AT 10:40 O'CLOCK MAR 25 1975  
 RECEPTION NO. 1085101 EARL SAWYER, RECORDER

State Documentary Fee  
 Date MAR 25 1975  
 \$ Exempt

WARRANTY DEED

THIS DEED, made this 24th day of March, 1975,

between CITY OF GRAND JUNCTION, COLORADO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the second part;

WITNESSETH,

That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and other valuable consideration to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described parcel of land, situate, lying and being in the County of Mesa and State of Colorado, to wit: South half of the southeast quarter, southeast quarter of the southwest quarter and Lot 4 of Section 30, north half of the northeast quarter, northeast quarter of the northwest quarter and Lot 1 of Section 31 in Township 1 North, Range 1 East of the Ute Meridian, Colorado, containing 321.04 acres, according to the Official Plats of the Survey of the said lands on file in the Bureau of Land Management, Department of the Interior; subject to the following reservations or conditions contained in the United States Patent recorded in Book 558 at Page 45 of the Mesa County records.

There is reserved for the use of the United States all uranium, thorium and all other materials determined pursuant

to paragraph (1) of Section 5(b) of the Atomic Energy Act of 1946 (60 Stat. 755, 761; 42 U.S.C. 1805) to be peculiarly essential to the production of fissionable material, whether or not of commercial value, in deposits, in the lands covered by this patent, together with the right of the United States through its authorized agents or representatives at any time to enter upon the lands and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby. However, such lands may be used, and any rights hereunder may be exercised, as if no reservation of such materials had been made herein; except that, when such use results in the extraction of any such material from the lands in quantities which may not be transferred or delivered without a license under the provisions of the Atomic Energy Act of 1946, such material shall be the property of the Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material is separated as such from the ores in which it is contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

There is also excepted and reserved to the United States all other minerals in the said lands, together with the right of the United States through its authorized agents, representatives,



or lessees at any time to enter upon the lands and prospect for, mine and remove such minerals, insofar as such right does not interfere with the development, operation and maintenance of the airport to be constructed upon the lands by the said City of Grand Junction, State of Colorado, as determined by the Secretary of the Interior and the Secretary of Commerce.

The property is subject to (1) any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws or decisions of the courts; and (2) a right-of-way for ditches or canals constructed under the authority of the United States, as authorized by the act of August 30, 1890 (26 Stat. 391, 43 U.S.C. 945).

The property is also subject to the following:

1. The property interest hereby conveyed shall automatically revert to the United States pursuant to Section 16 of the Federal Airport Act, supra, in the event that the lands in question are not developed, or cease to be used, for airport purposes; and a determination by the Administrator of Civil Aeronautics, United States Department of Commerce, or his successor in function, that the lands have not been developed, or have ceased to be used, for airport purposes shall be conclusive of such fact.

2. Such airport will be operated as public airport upon fair and reasonable terms and without unjust discrimination.

3. Any subsequent transfer of the property interest conveyed hereby will be made subject to all the covenants, conditions and limitations contained in this instrument.

4. In the event of a breach of any condition or covenant herein imposed, the Administrator of Civil Aeronautics, or his

successor in function, may immediately enter and possess himself of title to the herein-conveyed lands for and on behalf of the United States of America.

5. In the event of a breach of any condition or covenant herein imposed, the City of Grand Junction, State of Colorado, or its successors in function, will, upon demand of the Administrator of Civil Aeronautics, or his successor in function, take such action, including the prosecution of suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein-conveyed lands to the United States of America.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns, forever. And the said party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained

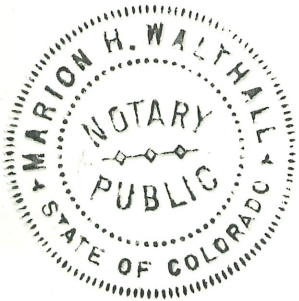




the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said Harvey M. Rose is the City Manager of said corporation and the said Neva B. Lockhart is the City Clerk thereof; that by the authority of said corporation they respectively subscribed their names thereto as City Manager and City Clerk, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 24th day of March, 1975.

My Commission expires: My commission expires January 22, 1976



Marion H. Walthall  
Notary Public

*Notary Commission expiration date illegible when recorded*



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1085101

INDEXED     

STATE OF COLORADO } ss  
County of MESA  
I hereby certify that this instrument was  
Filed for record

MAR 25 1975

at 10:40 o'clock A M and recorded  
in Book 1033 Page 574  
EARL SAWYER, County Clerk & Recorder  
By James Bullard Deputy

Gerald Ashby  
PO Box 768  
city

12.00  
No - s.