

THIS DEED, Made this 23rd day of January in the year of our Lord, one thousand nine hundred and seventy four between Bruce C. Currier and Wilma M. Currier

State Documentary Fee
Date JAN 30 1974
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of the County of Mesa, and 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 parties of the first part, for and in consideration of the sum of

--Ninety Seven Thousand and no/100 ----- DOLLARS,

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, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described or parcel S of land, situate, lying and being in the

County of Mesa, and State of Colorado, to-wit: a parcel of land situated in Section 25, Township 1 North, Range 1 West of the Ute Meridian, in Mesa County, Colorado, more particularly described as follows:

Beginning at a point which is on the East line of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 25, Township 1 North, Range 1 West, and which is 500 feet at right angles from center line of Walker Field Airport Northwest-Southeast runway projected, which is the true point of beginning; thence South 35°06' West 600 feet to a point; thence North 54°54' West, parallel to and 1100 feet from said projected runway center line, to a point which lies on the West line of the Northeast quarter of the Northwest quarter of said Section 25 and is 1100 feet at right angles from said projected runway center line; thence North along the West line of said Northeast quarter of the Northwest quarter of Section 25 to a point which is the Northwest corner of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 25; thence East along the North line of the South half of the Northeast quarter of the Northwest quarter of Section 25 to a point which is 500 feet at right angles from said projected center line; thence South 54°54' East parallel to and 500 feet from said projected center line to the true point of beginning, said parcel containing 35.2 acres, more or less,

and,

a parcel of land situated in Section 24 and Section 25, Township 1 North, Range 1 West, of the Ute Meridian, in Mesa County, Colorado, more particularly described as follows:

Beginning at the Northeast corner of Section 25, Township 1 North, Range 1 West, which is the true point of beginning; thence South along the East line of said Section 25 to a point which is 752 feet at right angles from the center line of Walker Field Airport Northwest-Southeast runway; thence North 54°54' West 757 feet, parallel to and 752 feet from the said center line projected, to a point; thence South 35°06' West 252 feet to a point; thence North 54°54' West, parallel to and 500 feet from said projected runway center line, 2300 feet more or less to a point on the East line of the Southeast quarter of the Southwest quarter of Section 24, Township 1 North, Range 1 West; thence South along the East line of the said Southeast quarter of the Southwest quarter of said Section 24 to a point which is the Southeast corner of said Southeast quarter of the

Southwest quarter of Section 24; thence West along the South line of the Southeast quarter of the said Southeast quarter of the Southwest quarter of said Section 24 to a point which is the Southwest corner of said Southeast quarter of the Southeast quarter of the Southwest quarter of said Section 24; thence North along the West line of said Southeast quarter of the Southeast quarter of the Southwest quarter of Section 24 to a point which is the Northwest corner of said Southeast quarter of the Southeast quarter of the Southwest quarter of Section 24; thence East along the North line of said Southeast quarter of the Southeast quarter of the Southwest quarter of Section 24 to a point which is the Northeast corner of said Southeast quarter of the Southeast quarter of the Southwest quarter of Section 24; thence North along the West line of the Southeast quarter of said Section 24 to a point which is the Northwest corner of the Southwest quarter of the Southeast quarter of Section 24; thence East along the North line of said Southwest quarter of the Southeast quarter of Section 24 to a point which is the Northeast corner of the Southwest quarter of the Southeast quarter of Section 24; thence South along the East line of said Southwest quarter of the Southeast quarter of Section 24 to a point which is the Southeast corner of the Southwest quarter of the Southeast quarter of Section 24, thence East along the North line of the Northeast quarter of said Section 24 to the true point of beginning; said parcel containing 85.79 acres, more or less,

Reserving from the foregoing conveyance all rights to minerals, oil and gas, thereon or thereunder, with the understandings and upon the following conditions: the described lands are acquired to expand the use of Walker Airport owned and operated by second party; the operation of said airport requires that said lands be and remain free and clear of any structure, other thing or activity which is or would be an obstruction or hazard to the arrival or departure of airborne vehicles at said airport; accordingly, the first parties, for themselves, their heirs, executors, administrators and assigns, do hereby agree with the second party, also pursuant to the consideration above recited, that for the benefit and in the interests of all persons using or affected by the use of said airport, they will not hereafter erect or permit the erection of any structure or other object on said lands hereby conveyed, or permit any activity thereon, without first securing written permission from the Federal Aviation Agency and the second party to assure that proper precautions will be taken for the protection of said persons; and such permission will not unreasonably be withheld so as to deprive first parties of the enjoyment of said reserved rights; and except for this reservation, the foregoing conveyance is reaffirmed,

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 parties 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

parties of the first part, for themselves, their heirs, executors and administrators, do 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 well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have 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, except taxes for the year 1974 payable in 1975 and subsequent taxes, and said reserved rights to minerals, oil and gas,

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

.....
.....

Bruce C. Currier (SEAL)
Wilma M. Currier (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

STATE OF COLORADO
County of Mesa

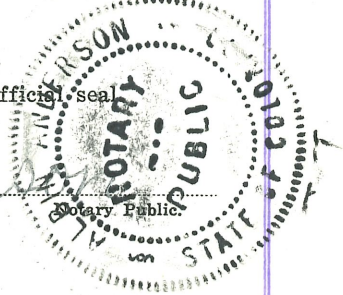
} ss.

The foregoing instrument was acknowledged before me this *23rd* day of *January* A. D. 1974, by Bruce C. Currier and Wilma M. Currier

My commission expires *8/26/77*

19 . Witness my hand and official seal

Albin Anderson



1061314

No.

WARRANTY DEED

TO

STATE OF COLORADO, }
County of MESA } ss.

I hereby certify that this.....Instrument was
filed for record in my office this.....
day of JAN 30 1974 A. D. 19.....

at 4:00 o'clock P. M. and duly recorded

in Book 1009 Page 28

By Annice M. Dunston
Recorder.

By Annice M. Dunston
Deputy.

Fees, \$ 6.00

Gerald Ashby
P.O. Box 746
Grand Jct Colo.

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