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No.....

QUIT CLAIM DEED

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STATE OF COLORADO SS.

I hereby certify that this instrument was filed for record in my office, at 8220 o'clock a m, MAR 9 1972 , 19 and is duly recorded in book 922

page 1000

Film No. Reception No.

Jamie M. Dunston
Recorder

Dept.

Fees, \$ 1.75

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Statutory Acknowledgment.—If by natural person or persons here insert name or names; if by person acting in representative conficial capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

State of Colorado, County of Mesa Mar 7, 1972 Recorded at 11:40 o'clock A.M. Reception No. 1020611 Annie M. Dunston, Recorder

State Documentary Fee \$ - No Fee Mar 7, 1972

BOOK 972 PAGE 901

WARRANTY DEED

THIS DEED, Made this Aday of January in the year of our Lord one thousand nine hundred and seventy, between BRUCE C. CURRIER and WILMA M. CURRIER of the County of Mesa and State of Colorado, of the first part, and CITY OF GRAND JUNCTION and COUNTY OF MESA, political subdivisions of the State of Colorado, both of the County of Mesa and State of Colorado, of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the conveyance to them by the parties of the second part, of other land of comparable value, the receipt where-of 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 parties of the second part and their assigns forever, as tenants in common, all the following described parcels of land, situate, lying and being in the said County of Mesa and State of Colorado, to-wit:

PARCEL NO. 1

Beginning at the point of intersection of the Easterly right-of-way line of the U. S. Government Highline Canal and the South line of the Southwest Quarter of the Northwest Quarter of Section Thirtyone (31), Township One (1) North, Range One (1) East of the Ute Meridian, Mesa County, Colorado, whence the West Quarter Corner of said Section Thirty-one (31) bears North 89°52' West 342.03 feet; thence South 89^o52' East along said South line of said Southwest Quarter of the Northwest Quarter 974.03 feet to the Southeast Corner of said Southwest Quarter of the Northwest Quarter of said Section Thirty-one (31); thence North 00°02'40" East along the East line of said Southwest Quarter of the Northwest Quarter 1319.24 feet to the Northeast Corner of said Southwest Quarter of the Northwest Quarter; thence North 89°50'20" West along the North line of said Southwest Quarter of the Northwest Quarter 252.99 feet, thence South 33°46'05" East 454.63 feet to a point on the East line of said Southwest Quarter of the Northwest Quarter; thence South 54°46'30" West 1333.85 feet to said Easterly right-of-way line of the U. S. Government Highline Canal; thence along said Easterly right-of-way line of said U. S. Government Highline Canal by the following courses and distances; thence South 40°10' East 44.40 feet; thence along the arc of a curve to the right whose radius is 587.47 feet and whose long chord bears South 32°16'10" East 161.40 feet to the point of Beginning EXCEPT road as described in document recorded in Book 714 on Page 521 of the records of the Mesa County Clerk and Recorder.

The above described parcel of land contains 14.75 acres.

PARCEL NO. 2

Beginning at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Ute Meridian, Mesa County, Colorado, whence the Southeast Corner of said Section 36 bears South 1320.58 feet, thence North along the East line of said Northeast Quarter of the Southeast Quarter 514.33 feet to

the Easterly right-of-way line of the U. S. Government Highline Canal; thence along said Easterly right-of-way line of said U. S. Government Highline Canal South 53045' West 149.41 feet; thence along the arc of a curve to the right whose radius is 766.78 feet and whose long chord bears South 68°12'30" West, 382.9 feet, thence South 82°40' West 276.58 feet; thence along the arc of a curve to the left whose radius is 360.28 feet and whose long chord bears South $54^{\circ}30'30''$ West, 340.04 feet, thence South $26^{\circ}21'$ West 55.90 feet to the South line of said Northeast Quarter of the Southeast Quarter; thence leaving the Easterly right-of-way of said U. S. Government Highline Canal South 89°56'40" East along said South line of said Northeast Quarter of the Southeast Quarter 1052.02 feet to the Point of Beginning; EXCEPT road as described in Document recorded in Book 714 on Page 521 of the records of the Mesa County Clerk and Recorder.

The above described parcel of land contains 6.91 acres.

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 City of Grand Junction, and Countypof Mesa, political subdivisions of the State of Colorado, the said parties of the second part, and their 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 parties of the second part, and their assigns, the above bargained premises in the quiet and peaceable possession of said parties of the second part, and their assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said parties of the first part to 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.

	Brue C. Currier
	SEAL
	Hilma VO). Currier SEAL
STATE OF COLORADO)	
COUNTY OF MESA)	SEAL
The foregoing instrume day of January A.D. 1970, by	nt was acknowledged before me this Bruce C. Currier and Willia M. Curri

er.

My commission expires <u>August 25</u>

Witness my hand and official seaf wer

Notary Publica

City of 4.9.
Bet 968 3.25

INDEXED MW

STATE OF COLORADO } ss County of MESA I hereby certify that this instrument was Filed for record MAR 7 1972 at 11:40 o'clock A M and recorded in Book 97 Page 90 ANNIE M DUNSTON, County Over & Recorder Ry Security

SUBORDINATION AGREEMENT

WHEREAS, Mitchell Energy Corporation, The
Grayrock Corporation, ProChemco Exploration Company,
Riddell Petroleum Corporation, and Malcolm K. Brachman
("Undersigned") own various undivided interests in an Oil
and Gas Lease dated December 15, 1972, from Bruce C. Currier
and Wilma M. Currier, as Lessors to Mitchell & Mitchell
Properties, Inc., as Lessee, such Lease being recorded in
the Mesa County, Colorado records in the office of the Clerk
and Recorder in Book 991 at Page 683, with such Lease including, among other lands, the lands situated in Mesa
County, Colorado, and described on Exhibit "A" attached
hereto, and

WHEREAS, the Walker Field, Colorado, Public Airport Authority ("Authority") has purchased the described lands and is to use them for airport purposes, and

WHEREAS, the Federal Aviation Administration requires that the use of said lands be subordinated to the airport usage for the safety of aircraft and passengers thereof;

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) cash in hand paid to Undersigned, it is agreed as follows:

- 1. That the Undersigned will endeavor to so coordinate the use of lands held by them so that they will not erect nor cause to be erected any structure on the lands described in Exhibit "A" hereto which would interfere with airport usage or impair the safety of aircraft or passengers thereon.
- 2. In the event the Undersigned are unable to perform their exploration and drilling operations on lands other than those described in Exhibit "A", it is agreed that no structure or obstruction, temporary or otherwise, shall be erected within 750 feet perpendicular distance from and on each side of the centerline of any runway on the airport

and its extension to the airport boundaries and/or within 200 feet perpendicular distance from and on each side of the centerline of any taxiway nor shall any structure placed upon the lands described in Exhibit "A" by the Undersigned be of a height greater than 150 feet from the level of the runway at the nearest point to said structure.

3. The Undersigned's operational activities shall be conducted in such a manner as not to materially and adversely affect the development, improvement, operation or maintenance of the airport or its facilities. It is agreed that the Undersigned and their assigns will give to the Authority and the Federal Aviation Administration notice in writing of the location of any contemplated well or wells to be located on lands described in Exhibit "A".

It is agreed further that in the event a well is drilled on the lands described in Exhibit "A", drilling operations shall be prosecuted continuously until same results in a producing well, a dry hole, or a shut-in well. All temporary structures used in such drilling operations shall be painted and lighted in such manner as prescribed by the Federal Aviation Administration and no permanent structure of any kind used in the development, production or transportation of oil and gas shall be placed on the land described in Exhibit A hereof in such a manner as to interfere with or introduce a hazard to the operation of aircraft.

It is specifically agreed that no drilling rig shall be in place on one side of a runway at the same time that a drilling rig is in place on the opposite side of the runway. It is agreed further that in the event any drilling operations for oil and gas result in production, the lessee, at his own expense, shall immediately remove all temporary structures and place all semi-permanent or permanent equipment in such a manner as will not interfere with or introduce a hazard to the operation of aircraft.

4. The Undersigned shall not interfere with the access roads to the airport and shall not interfere with any other person or agency having the lawful right to use the stated premises except as is herein provided.

MITCHELL ENERGY CORPORATION ATTEST: ASSISTANT SECRETARY THE GRAYROCK CORPORATION ATTEST: JOHN S. WICHOLS, VICE PRESIDENT SECRETARY-TREASURER PROCHEMCO EXPLORATION COMPANY ATTEST: RIDDELL PETROLEUM CORPORATION ATTEST: Malcolm K. Brachman "UNDERSIGNED" WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY ATTEST "AUTHORITY" Chairman

	THE STATE OF TEXTS		
	COUNTY OF HARRIS S		
	BEFORE ME, the undersigned authority, on this day personally appeared JACK J. YOUAN OVICH, of MITCHELL ENERGY CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.		
III P	the 18th GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of August, 1976.		
	Notary Public in and for HARKIS County, TEXAS		
	THE STATE OF TEXAS §		
	COUNTY OF DALLAS \$		
	BEFORE ME, the undersigned authority, on this		
	day personally appeared JOHN S. NICHOLS OF THE GRAYROCK CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.		
000000	GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of September, 1976.		
P. C. C.			
	Elizabeth R. Soy		
	Notary Public in and for Dallas County, Texas ELIZABETH R. HOY, Notary Public		
	in and for Dallas County, Texás		
	THE STATE OF Jevas S My Commission Expires June 1, 1977		
	COUNTY OF <u>Potter</u> §		
BEFORE ME, the undersigned authority, on this day personally appeared walter President, of PROCHEMCO EXPLORATION COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.			
	the Steptember, 1976.		
11 1000	Notary Public in and for Potter County, Jeyan		

	THE STATE	OF Lexal	S
	COUNTY OF	Harriel	§
	known to me subscribed to me that considerate	nally appeared	of RIDDEL PETROLEUM CORPORATION, son and officer whose name is any instrument and acknowledged he same for the purposes and and deed of said corporation,
	<u>2011)</u> day	GIVEN UNDER MY of	HAND AND SEAL OF OFFICE this , 1976.
			Notary Public in and for County, Lyan
	THE STATE	OF <u>Jerlas</u>	§
	COUNTY OF	Dallas	S
	to be the	nally appeared M person whose na t and acknowledo	undersigned authority, on this MALCOLM K. BRACHMAN, known to me ame is subscribed to the foregoing ged to me that he executed the same sideration therein expressed.
	the <u>20</u>	GIVEN UNDER MY day of	HAND AND SEAL OF OFFICE this
OF DA	COUNTY OF day perso Chairman ATRPORT A	BEFORE ME, the nally appeared OUTHORITY, known	Notary Public in and for Notary Public in and for County, Jufas S undersigned authority, on this Lawrence Aubert f WALKER FIELD, COLORADO, PUBLIC to me to be the person and officer to the foregoing instrument and
	acknowled poses and deed of s	ged to me that in consideration aid Walker Field in the capacity	he executed the same for the purtherein expressed, as the deed and d, Colorado, Public Airport Authortherein stated. HAND AND SEAL OF OFFICE this
	the 2nd	day of	Lee, 1976.
- 110 - 110	TARY		Mary Ann Stocknight Notary Public in and for Mesa County, Colorado
and the second	1.57 3		My commission expires May 19, 1979

EXHIBIT "A" TO

SUBORDINATION AGREEMENT BETWEEN

MITCHELL ENERGY CORPORATION, ET AL.

AND WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY

Beginning at a point which is on the East line of the SW/ NE/ of Section 25, Township 1 North, Range 1 West of the U. M. 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 NE/ NW/ 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 NE/ NW/ of Section 25 to a point which is the Northwest corner of the SW/ NE/ NW/ of Section 25, thence East along the North line of the S½ of the NE/ NW/ 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.

AND

Beginning at the Northeast corner of Section 25, Township I North, Range I West U. M. 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 centerline of Walker Field Airport Northwest-Southcast runway, thence North 54°54' West 757 feet, parallel to and 752 feet from the said centerline 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 centerline, 2300 feet more or less to a point on the East line of the SE4 SW4 of Section 24, TIN. RIW.

thence South along the East line of the said SE2 SW4 of said Section 24 to a point which is the Southeast corner of said SE4 SW4 of Section 24, thence West along the South line of the SE4 SE4 SW4 of said Section 24 to a point which is the Southwest corner of said SE4 SE4 SW4 of said Section 24 to a point which is the Northwest corner of said SE4 SE4 SW4 of Section 24 to a point which is the Northwest corner of said SE4 SE4 SW4 of Section 24 to a point which is the Northwest corner of said SE4 SE4 SW4 of Section 24 to a point which is the Northwest corner of said SE4 SE4 SW4 of Section 24 to a point which is the Northwest corner of the SW4 SE4 of Section 24 to a point which is the Northwest corner of the SW4 SE4 of Section 24 to a point which is the Northwest corner of the SW4 SE4 of Section 24 to a point which is the Northwest corner of the SW4 SE4 of Section 24, thence East along the North line of said SW4 SE4 of Section 24 to a point which is the Northwest corner of the SW4 SE4 of Section 24, thence East along the North line of said SW4 SE4 of Section 24, thence East along the Northleast corner of the SW4 SE4 of Section 24, thence East along the Northleast corner of the SW4 SE4 of Section 24, thence East along the Northline of the NE4 of said Section 25 to the true point of beginning;

1117870

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

at A Horelock Mand recording Book D 22 Page 33 2

12.00 Walker heeld Public Airport Authority
Box 2400