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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: WALKER FIELD, COLORADO, PUBLIC AIRPORT
AUTHORITY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: DEED DATED FEBRUARY 28,
1974 FOR THE TRANSFER OF AIRPORT LAND FROM CITY OF GRAND JUNCTION TO WALKER
FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY (321.04 ACRES)

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1974

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WARRANTY DEED

THIS DEED, Made this 28th day of February,

in the year of our Lord, one thousand nine hundred and seventy four 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 four of section thirty, north half of the northeast quarter, northeast quarter of the northwest quarter and lot one of section thirty-one in township one north of range one 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 a 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.

This Deed is prepared to correct the Deed recorded in Book 1008 at Page 266 recorded January 16, 1974 in the Office of the County Clerk in Mesa County, Colorado, which in turn was recorded to correct the Deed recorded in Book 1005 at Page 699, on November 23, 1973, in the records of such office.

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 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 party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its City Manager and its corporate seal to be hereunto affixed, attested by its City Clerk the day and year first above written.



ATTEST:
[Signature]
 City Clerk

CITY OF GRAND JUNCTION, COLORADO
 By *[Signature]*
 City Manager

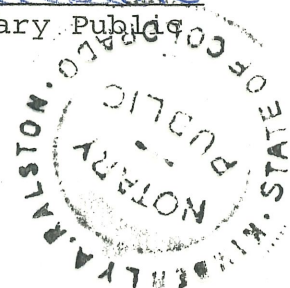
STATE OF COLORADO)
) ss
 County of Mesa)

I, KIMBERLY A. RALSTON, a notary public in and for said Mesa County in the State aforesaid, do hereby certify that Harvey M. Rose and Neva B. Lockhart who are personally known to me to be the same persons whose names are subscribed to the foregoing deed as having executed the same respectively as City Manager and City Clerk of The City of Grand Junction, Colorado, a municipal corporation, and who are known to me to be such officers respectively, appeared before me this day in person, and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by 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 28th day of February A. D. 1974.

My commission expires June 12, 1977.

Kimberly A. Ralston
Notary Public



State of Colorado County of Mesa

Recorded at 10:40 o'clock A.M. Feb 28, 1974

Reception No 1062891 Annie M. Dunston, Recorder

R E S O L U T I O N

WHEREAS, THE CITY OF GRAND JUNCTION has been required by the Federal Government to convey the land hereinafter described to the WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY in order to retain a reverter provision concerning said land; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

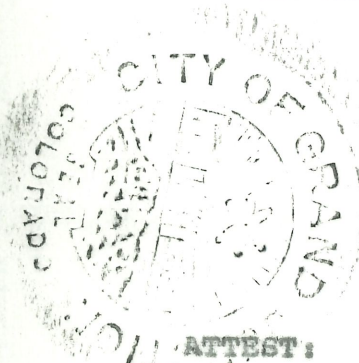
That the City Manager be, and he hereby is, authorized and directed to convey to the WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY, as the act of the City and on behalf of the City, the land situate in Mesa County, Colorado, and described as:

South half of the southeast quarter, southeast quarter of the southwest quarter and lot four of section thirty, north half of the northeast quarter, northeast quarter of the northwest quarter and lot one of section thirty-one in township one north of range one 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; provided that 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.

Passed and Adopted this 17th day of October, 1973.

Stanley R. Anderson

Stanley R. Anderson
President of the Council



Neva B. Lockhart

City Clerk

CERTIFIED A TRUE COPY

Neva B. Lockhart
City Clerk

2-28-74
Date

