

2465-00

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as Southern Pacific Transportation Company, a Delaware corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501 and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Mesa County, State of Colorado, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof, together with all after acquired title of the Grantor therein.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantee, its successors and assigns.

It is expressly understood that the subjacent support of the Property may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quitclaiming of the Property is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

The Property is quitclaimed by Grantor subject to the following covenant, condition and restriction which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement

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Actual Consideration \$241,360.00

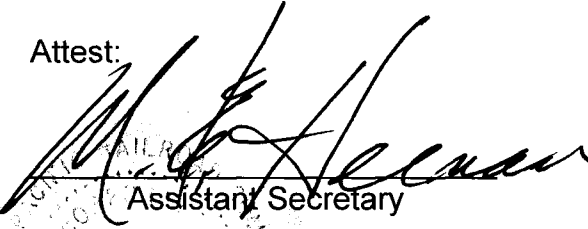
centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

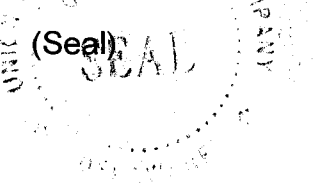
IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 14th day of December, 2009

Attest:

UNION PACIFIC RAILROAD COMPANY


Assistant Secretary

By 
Title: Assistant Vice President - Real Estate




ACKNOWLEDGEMENT

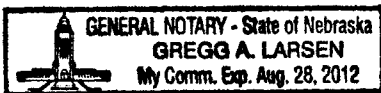
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On December 14, 2009, before me, Gregg A. Larsen, Notary Public in and for said County and State, personally appeared Tony K. Love and M.E. Heenan who are the AVP - Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

(Seal)



Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 17 day of December, 2009.

THE CITY OF GRAND JUNCTION

By: [Signature]
Its: City Attorney

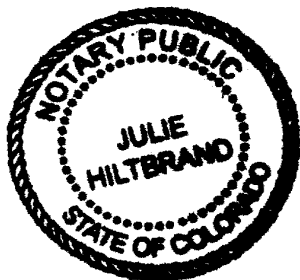
STATE OF COLORADO)
COUNTY OF MESA) ss.

On this 17 day of December, 2009, before me, Julie Hiltbrand, Notary Public in and for said County and State, personally appeared John P. Shaver who is the City Attorney of THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

(Seal)



my commission expires:
8-12-13



707 17th Street, Suite 2300
Denver, CO 80202 U.S.A.
1.303.820.5240 Fax 1.303.820.2402

EXHIBIT A

December 3, 2008
071913.402.1.0021
Revised: September 14, 2009

PROPERTY DESCRIPTION Parcel UPRR #1Rev (H-17LA1Rev)

A parcel of land being a portion of the tract of land described in Book 560 at Page 177 recorded January 28, 1952 and a portion of the tract of land described in Book 560 at Page 107 recorded January 24, 1952 in the Mesa County Clerk and Recorder's Office lying in the Southwest Quarter of the Northwest Quarter of Section 17 and the Southeast Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of said Southwest Quarter of the Northwest Quarter of Section 17 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northwest Corner of said Section 17 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);

THENCE N89°35'13"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section 18 a distance of 70.99 feet;

THENCE N00°13'33"W a distance of 396.42 feet;

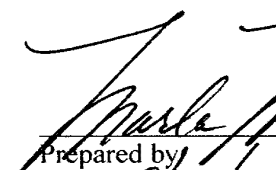
THENCE N72°46'27"E a distance of 125.22 feet;

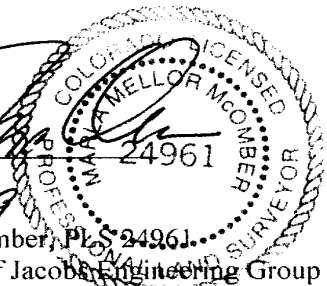
THENCE S00°13'33"E a distance of 434.01 feet;

THENCE S89°59'13"W along the southerly line of said Southwest Quarter of the Northwest Quarter of Section 17 a distance of 48.76 feet to the POINT OF BEGINNING.

Containing 1.142 Acres (49,735 square feet), more or less.

Of the above described parcel, 1,463 square feet (0.034 acres) fall within the Public Road Right-of-way as shown in Road Book 2 at Page 17 and recorded January 18, 2007 in Book 4336 at Page 844 in the Mesa County Clerk and Recorder's Office.

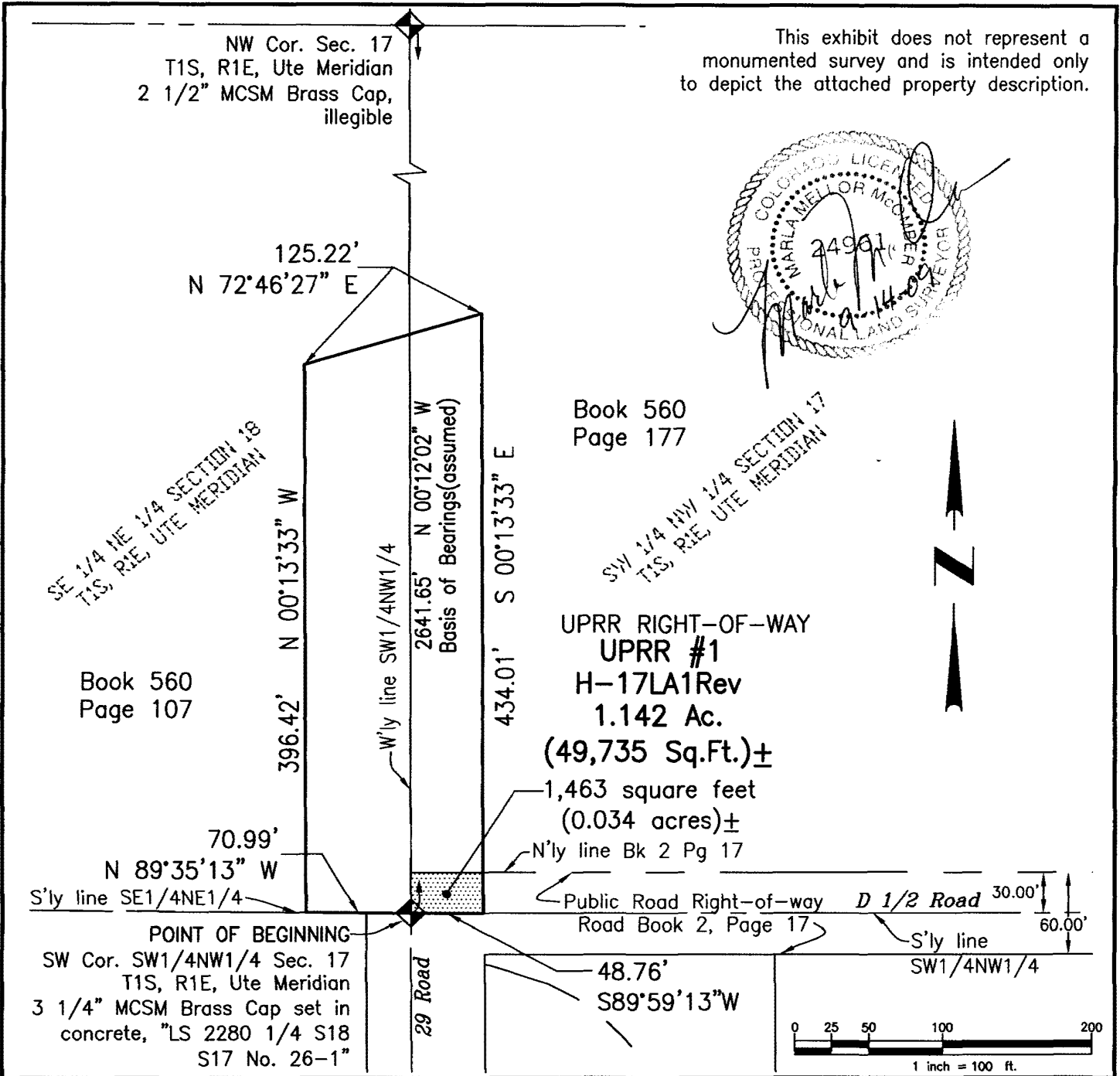

Prepared by
Date: 9/14/09
Marla Mellor McOmber, PLS 24961
For and on behalf of Jacobs Engineering Group Inc.



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Page 1 of 1

EXHIBIT A



CARTER & BURGESS PROJECT NO.		071913	
CLIENT PROJECT NO.			
REVISION DESCRIPTION		09/14/09-Revised parcel configuration	
DRAWN	jsk	DATE	11/3/08
SCALE		1"=100'	
JACOBS			
707 17th Street, Suite 2300, Denver CO 80202 (303) 820-8240 Fax (303) 820-1942			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.			

29 ROAD AND I-70B GRAND JUNCTION COLORADO		
TITLE: EXHIBIT Parcel UPRR #1 (H-17LA1)Rev		
REVISION: 1	DRAWING NO. H-17LA1Rev.dwg	SHEET NO. 1 OF 1