

ASSIGNMENT OF LEASES

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E.SANBYER, CLK&REC MESA COUNTY CO

This Assignment of Leases ("Assignment") is made this 23rd day of January, 1990 by MIDWEST RESOURCES, INC., a Delaware corporation ("Assignor") to the CITY OF GRAND JUNCTION, COLORADO, a home rule city of Colorado, a municipal corporation ("Assignee").

RECITALS

A. Assignor is the lessor under the leases ("Leases") described on the attached Schedule A.

B. Assignor desires to assign all of Assignor's interest in the Leases to Assignee, and Assignee desires to accept such assignment.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the Recitals set forth above (which are by this reference made a part of this Assignment) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Leases, effective as of the date of this Assignment.

2. Assignee hereby accepts the foregoing assignment, sale, transfer and conveyance, effective as of the date of this Assignment, and agrees to assume and perform all obligations of Assignor under the Leases arising from and after such date.

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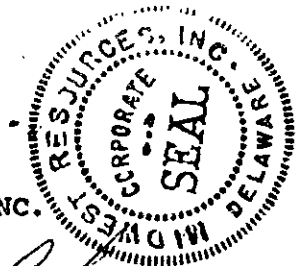
3. Assignee shall defend, indemnify and hold Assignor harmless from any and all claims, demands, causes of action, actions, suits, proceedings, damages, liabilities, costs and expense, including reasonable counsel fees, of every nature whatsoever, relating to the Leases, accruing after the date of this Assignment.

4. This assignment shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

Assignor:

MIDWEST RESOURCES, INC.



By: *Engene Christopherson*

Attest: *John C. Her*


Assignee:


CITY OF GRAND JUNCTION, COLORADO


By: *RT Wentz*


Attest: *J. Hall Williams*


SCHEDULE A
LEASES


1. Lease to Rocky Mountain Natural Gas Company, Inc., a Colorado corporation, for a 30-foot right-of-way for ingress and egress in effect as long as the lessee maintains and uses its radio repeater site. 

2. Business Lease to Pikes Peak Broadcasting Company, a Colorado corporation, for installation and maintenance of a television and radio broadcasting antenna and tower with an easement for ingress and egress dated October 4, 1978 and expiring approximately on June 30, 1999. Said lease contains an option to extend the lease. 

3. Lease Agreement with Kenneth Johnson for a cabin together with the right of ingress and egress dated May 1, 1972 and expiring on April 30, 2022. 

4. Lease with the United States of America, U.S. Department of Transportation, Federal Aviation Administration, for a 30-foot right-of-way road dated September 29, 1987. At the option of the lessee, said lease may be renewed from year to year, however no renewal shall extend the lease beyond September 30, 2007. 

5. Lease Agreement with the United States of America, Department of the Interior, Bureau of Reclamation for an access road for ingress and egress to the lessee's radio repeater station site dated September 19, 1988 and expiring on April 1, 1993. Said lease contains an option to extend the lease. 

6. Agricultural Lease to Clifford and Judy Davis dated October 15, 1989 and expiring on March 30, 1990. 

7. Lease to Motorola, Inc. for a non-exclusive easement over a private road dated December 7, 1981 and expiring on August 4, 1991. 