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WARRANTY DEED

McCALLUM FAMILY, LLC AND CHRIS McCALLUM, LLP ("Grantor"), a Colorado limited liability partnership, whose address is 1555 W. Independent Avenue, Grand Junction, CO 81505, in consideration of Five Hundred Forty-two Thousand Three Hundred and No/100 Dollars (\$542,300.00), sells and conveys to **THE CITY OF GRAND JUNCTION**, a Colorado home rule municipality, whose legal address is 250 N. Fifth Street, Grand Junction, CO 81501, the real property ("Property") in Mesa County, Colorado, described as follows:

Lot 1,
WEST INDEPENDENT MINOR SUBDIVISION,
Mesa County, Colorado


together with all its appurtenances.

Grantor warrants title to the above Property, subject to: the exceptions contained in Exhibit A attached and incorporated by this reference.


EXECUTED January 31, 2005.

McCALLUM FAMILY, LLC AND CHRIS McCALLUM, LLP
a Colorado limited liability partnership

By:


Chris McCallum, General Partner

By: **McCALLUM FAMILY, LLC**, a Colorado limited liability company, General Partner

By: 
Stephen D. McCallum, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 31 day of January, 2005, by Stephen D. McCallum as Manager of McCallum Family, LLC, a Colorado limited liability company, General Partner of McCallum Family, LLC and Chris McCallum, LLP, a Colorado limited liability partnership and by Chris McCallum as General Partner of McCallum Family, LLC and Chris McCallum, LLP, a Colorado limited liability partnership.

WITNESS my hand and official seal.

My commission expires: 5/11/2006




Notary Public

B-11

EXHIBIT "A"

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party walls and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Right or claims of parties in possession not shown in the public records.
5. All taxes and assessments for the year 2004 and all subsequent years.
6. Liens for unpaid water and sewer charges, if any.
7. Easements, or claims of easements, not shown by the public records.
8. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Any existing leases and/or tenancies.
11. All oil, gas and other mineral interests, including limestone, that have been, are, or may be claimed by others.
12. Terms, conditions, provisions, agreements and obligations as specified in Easement between AFJ, Ltd. And Public Service Company of Colorado dated August 5, 1983 and recorded August 22, 1983 in Book 1451 at Page 549.
13. Terms, conditions, provisions, agreements and obligations as specified in Easement between AFJ, Ltd. And Public Service Company of Colorado dated March 5, 1984 and recorded March 20, 1984 in Book 1484 at Page 397 to correct legal description of Easement recorded August 22, 1983 in Book 1451 at Page 549.
14. Terms, conditions, provisions, agreements and obligations as specified in Right-of-Way Easement between Rocco, Edith Mary, Michael J. & Elaine E. Ligrani and The Mountain States Telephone and Telegraph Company dated September 19, 1978 and recorded September 25, 1978 in Book 1166 at Page 975.
15. All matters set forth in West Independent Minor Subdivision recorded January 8, 1999 in Plat Book No. 16 at Page 349.