

WARRANTY DEED

THIS DEED, dated, 08/07/2013, between **Michael K. Kovalchuk** of the County of Essex and State of Massachusetts, grantor, and the **DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO**, whose legal address is 4201 E. Arkansas Ave., Denver, CO 80222 of the City and County of Denver and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of **Two thousand nine hundred twenty and 00/100s dollars (\$2,920.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Delta and State of Colorado, described as follows:

See attached Exhibit "A" dated October 31, 2012 for
Project Number: STA 092A-023
Project Code: 17774
Parcel Number: 105

also known by street and number as:
assessor's schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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 grantor, 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 grantee, his heirs and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except:

Excepting from the subject property described herein as Exhibit A, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The grantor hereby covenants and agrees that the grantee shall forever have the right to take and use, without payment of further compensation to the grantor, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the grantor.

The grantor further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the grantor heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described as Exhibit A, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the grantor shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the grantor and its heirs, personal and legal representatives, successors and assigns forever.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Michael K. Kovalchuk
Michael K. Kovalchuk

STATE OF MASSACHUSETTS)
County of Essex) ss

The foregoing instrument was acknowledged before me this 7th of Aug, 2013, by **Michael K. Kovalchuk**.

Witness my hand and official seal.
My commission expires: 4-8-16

Susan G. Hazen
Notary Public

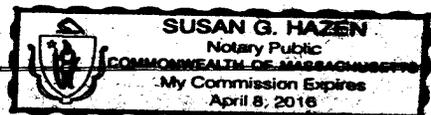


EXHIBIT "A"

PROJECT NUMBER: STA 092A-023
PARCEL NUMBER: 105
PROJECT CODE: 17774
DATE: October 31, 2012

Description of Right of Way Parcel No. 105

Parcel No. 105 of the Department of Transportation, State of Colorado, Project No. STA 092A-023 containing 63,598 sq. ft. (1.460 acres), more or less, said parcel being a portion of Lot 12, Amended Plat of Hidden Springs Subdivision as said Amended Plat is recorded in the office of the Clerk and Recorder of Delta County, Colorado under Reception No. 531288 and being located in the NE1/4 of the NE1/4 of Section 31, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said parcel being more particularly described as follows:

Beginning at a point on the east 1/16 line of said Section 31 whence the east 1/16 corner on the north line of said Section 31 bears N. 1° 35'43" E., 821.98 feet;

1. Thence N. 71°36'25" E., 155.99 feet;
2. Thence N. 76°28'12" E., 497.95 feet to the east line of said Lot 12;
3. Thence S. 10°59'21" W., 102.37 feet to the southeast corner of said Lot 12;
4. Thence S. 75°04'49" W., 636.86 feet to the southwest corner of said Lot 12 and said east 1/16 line;
5. Thence N. 1°35'43" E., 98.79 feet to the point of beginning.

The above described parcel contains 63,598 sq. ft. (1.460 acres), more or less.

Basis of Bearings: Bearings contained herein are based on a Project Number: STA 092A-023 project grid bearing of N. 85°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.

*This description was prepared by Jonathan M. Kobylarz, PLS
For and on behalf of the Colorado Department of Transportation
222 S. 6th Street, Room 317, Grand Junction, CO 81501*

