

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTENTION: MICHAEL J. SAWYER

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of
Colorado. C.R.S. § 39-13-104(1)(a)

SPECIAL WARRANTY DEED
STATUTORY FORM – C.R.S. § 38-30-113(1)(b)
(Reservoir South Area – Parcel No. 5)

BATTLE NORTH, LLC, a Georgia limited liability company (together with its successors and assigns, “**Grantor**”), whose street address is 164 Railroad Ave., Minturn, CO 81645, for the consideration of Ten and 00/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration described herein, hereby sells and conveys to TOWN OF MINTURN (together with its successors and assigns, “**Grantee**”), whose street address is 302 Pine Street, P.O. Box 309, Minturn, CO 81645, Attn: Town Manager, fee simple title to the real property that is legally described and graphically depicted at **Exhibit A** attached hereto and made a part hereof (the “**Land**”), and warrants the title to the Land against all persons claiming under Grantor; subject, however, to the following:

(a) As set forth in **Exhibit B** attached hereto and made a part hereof: (i) the easement reserved to Grantor (the “**Reserved Easement**”); and (ii) the limitations and restrictions applicable to Grantee’s uses of the Land for the benefit of and appurtenant to Grantor’s adjacent properties, which limitations and restrictions will run with title to the Land and be legally enforceable against Grantee and the Land by Grantor (“**Deed Restriction**”); and

(b) The matters set forth in **Exhibit C** (the “**Exceptions**”) attached hereto and made a part hereof.

Signed the ____ day of _____, 202____, to be made effective the ____ day of _____, 202____.

Exhibit A
to Special Warranty Deed
Legal Descriptions and Graphic Depictions of the Land

[Insert legal description and graphic depiction for Exemption Plat Parcel No. 5.]

Exhibit B
to Special Warranty Deed
Deed Restriction and Reserved Easement

RESERVED EASEMENT

The conveyance to Grantee of the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed is subject to Grantor's reservation of a general blanket easement (the "**Reserved Easement**") for access, construction, ownership, operation, maintenance, repair and replacement of existing and to be constructed utilities, roads, pedestrian crossings, sidewalks, bike paths and similar improvements (the "**Permitted Improvements**") within the portion of the Land that comprises Tigiwon Road for the benefit of Grantor's (or its successor's) land to be served by such Permitted Improvements.

The locations and engineering requirements of Permitted Improvements within the Reserved Easement will be subject to applicable Town of Minturn rules and regulations pursuant to and established by the preliminary and final plat process for development of Grantor's (or its successor's) land to be served by such Permitted Improvements.

Grantor and Grantee will modify and narrow the general, blanket Reserved Easement described above to correspond to the final "as built" locations, configurations and legal descriptions based on the final engineering designs for the Permitted Improvements and related considerations as established in connection with the final plat process described above. Grantor and Grantee will by mutual agreement execute and record an amendment to this Exhibit B which sets forth the specific legal description and graphic depiction of the Reserved Easement in its "as built" location and configuration established in connection with such final plat process.

DEED RESTRICTION

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may not be used: (i) as a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**); or (ii) for any industrial purpose such as manufacturing, processing, assembling, fabricating, repairing (including vehicle service or repairs), warehousing, receiving, storing, mining and related resource extraction, junkyard, or similar industrial uses. Municipal uses, such as ground mounted solar energy systems and public works facilities, are not considered industrial uses prohibited by this Deed Restriction.

Ownership and use of the Land are subject to all rights and obligations set forth in: (i) that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among Eagle River Water and Sanitation District ("**District**"), Upper Eagle Regional Water Authority ("**Authority**," and together with District, "**ERWSD**") and Grantor, dated as of February 9, 2021 ("**Reservoir Agreement**"); (ii) that certain Perpetual Easement Agreement between Grantor and District recorded in the real property records of the Eagle County clerk and recorder's office on February 10, 2022 at Reception No. 202202331 conveying certain perpetual easement rights from Grantor to District ("**Spillway Parcel Easement**"); and (iii) that certain Perpetual Easement Agreement between Grantor and District recorded in the real property records of the Eagle County

clerk and recorder's office on February 10, 2022 at Reception No. 202202332 conveying certain perpetual easement rights from Grantor to District ("**Outlet Parcel Easement**"), as such rights and obligations relate to the Land, Spillway Parcel (as such term is defined and legally described in the Reservoir Agreement), and Outlet Parcel (as such term is defined and legally described in the Reservoir Agreement), specifically including such rights and obligations related to the Reserved Uses and Relocation (as such terms are defined in the Spillway Parcel Easement and Outlet Parcel Easement).

Exhibit C
to Special Warranty Deed
Exceptions

Conveyance of the Land pursuant to the foregoing Special Warranty Deed is subject to the following Exceptions:

(to be inserted/incorporate from applicable Title Commitment Schedule B-II)

1. [Perpetual Easement Agreement between Battle North, LLC and Eagle River Water and Sanitation District recorded in the real property records of the Eagle County clerk and recorder's office on February 10, 2022 at Reception No. 202202331.]
2. [Perpetual Easement Agreement between Battle North, LLC and Eagle River Water and Sanitation District recorded in the real property records of the Eagle County clerk and recorder's office on February 10, 2022 at Reception No. 202202332.]