

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)**  
**(Rec Center Parcel – Parcel No. 11)**

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, 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. 11.]**

**Exhibit B**  
**to Special Warranty Deed**  
**Deed Restriction**

**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 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]**). This restriction shall not be interpreted to prohibit Community Facilities, Community-Oriented Building/Facility/Use, or Recreational Facility uses by Grantee that may include elements of a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code).

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 only be used for the following uses (as such terms are defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**): Amusements, Community Facilities, Community-Oriented Building/Facility/Use, Day Care Center, Recreational Facility, Studio and Education Facilities for Arts and Crafts, and up to three Caretaker or employee housing Units.

**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)