

**WARRANTY DEED**

**THIS DEED**, dated, \_\_\_\_\_, 2019, between **BOARD OF COMMISSIONERS OF SUMMIT COUNTY**, grantor, and the **DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO**, whose legal address is 2829 W. Howard Place, Denver, CO 80204 of the City and County of Denver and State of Colorado, grantee:

**WITNESS**, that the grantor, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, 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 Summit and State of Colorado, described as follows:

See attached Exhibit "A" and Exhibit "B"; Parcel C2, dated July 10, 2019 for  
CDOT Access Permit Number: 318074  
State Highway Number: U.S. Highway No. 006F  
Mile Post & Side: 214.65 Left

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

**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.

**ATTEST:**  
**BOARD OF COMMISSIONERS OF SUMMIT COUNTY**

by: \_\_\_\_\_ )  
as: \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

by: \_\_\_\_\_ )  
as: \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of BOARD OF COMMISSIONERS OF SUMMIT COUNTY.  
Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

# Exhibit A

*Replaces original + add Exhibit A*

## LEGAL DESCRIPTION PARCEL C2 CDOT RIGHT OF WAY (HIGHWAY NO. 6)

A PARCEL OF LAND BEING A PORTION OF TRACT 1 VILLAGE AT WINTERGREEN, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 1172406 IN THE OFFICE OF THE CLERK AND RECORDER, SUMMIT COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT 1; THENCE ALONG THE EXISTING RIGHT OF WAY LINE OF HIGHWAY NO. 6 FOR THE FOLLOWING 3 COURSES:

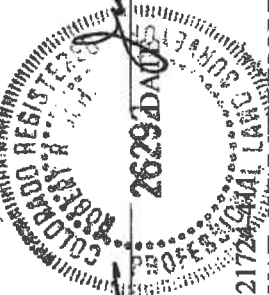
- 1.) S68°32'22"W A DISTANCE OF 151.05 FEET;
- 2.) S81°13'03"W A DISTANCE OF 44.40 FEET;
- 3.) 143.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1839.86 FEET, A CENTRAL ANGLE OF 4°28'18" AND A CHORD WHICH BEARS N70°46'32"E 143.56 FEET DISTANT;

THENCE ALONG THE FOLLOWING 7 COURSES:

- 1.) 39.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°41'29" AND A CHORD WHICH BEARS N30°52'16"E 35.57 FEET DISTANT;
- 2.) N14°28'29"W A DISTANCE OF 9.09 FEET;
- 3.) 59.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1762.08 FEET, A CENTRAL ANGLE OF 1°55'23" AND A CHORD WHICH BEARS N72°51'23"E 59.14 FEET DISTANT;
- 4.) S88°13'47"E A DISTANCE OF 69.58 FEET;
- 5.) N72°15'38"E A DISTANCE OF 77.80 FEET;
- 6.) N71°09'08"E A DISTANCE OF 83.04 FEET;
- 7.) N68°34'07"E A DISTANCE OF 76.46 FEET TO THE EASTERLY BOUNDARY OF SAID REMAINDER TRACT 1;

THENCE S19°32'23"E A DISTANCE OF 11.56 FEET TO THE POINT OF BEGINNING, CONTAINING 6,218 SQUARE FEET, OR 0.143 ACRE MORE OR LESS.

*Robert R. Johns*  
ROBERT R. JOHNS  
COLORADO PLS NO. 26292

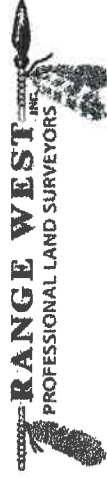


*July 10, 2019*

PROJECT NO. 2172406  
PREPARED FOR: VAIL SUMMIT RESORTS, INC.

6570/19/MEM

PO box 589  
Silverthorne, CO 80498



(970) 468-6281  
www.rangewestinc.com

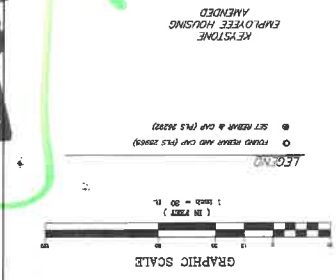
# Exhibit B

Drawn by: Dave Coyle  
Checked by: Dave Coyle  
Date: 07/17/09  
Sheet: 1 of 1  
N-A-N-C-W-E-S-I  
ENGINEERS & SURVEYORS  
P.O. Box 588  
Sedona, AZ 86339-0588  
970-465-6281

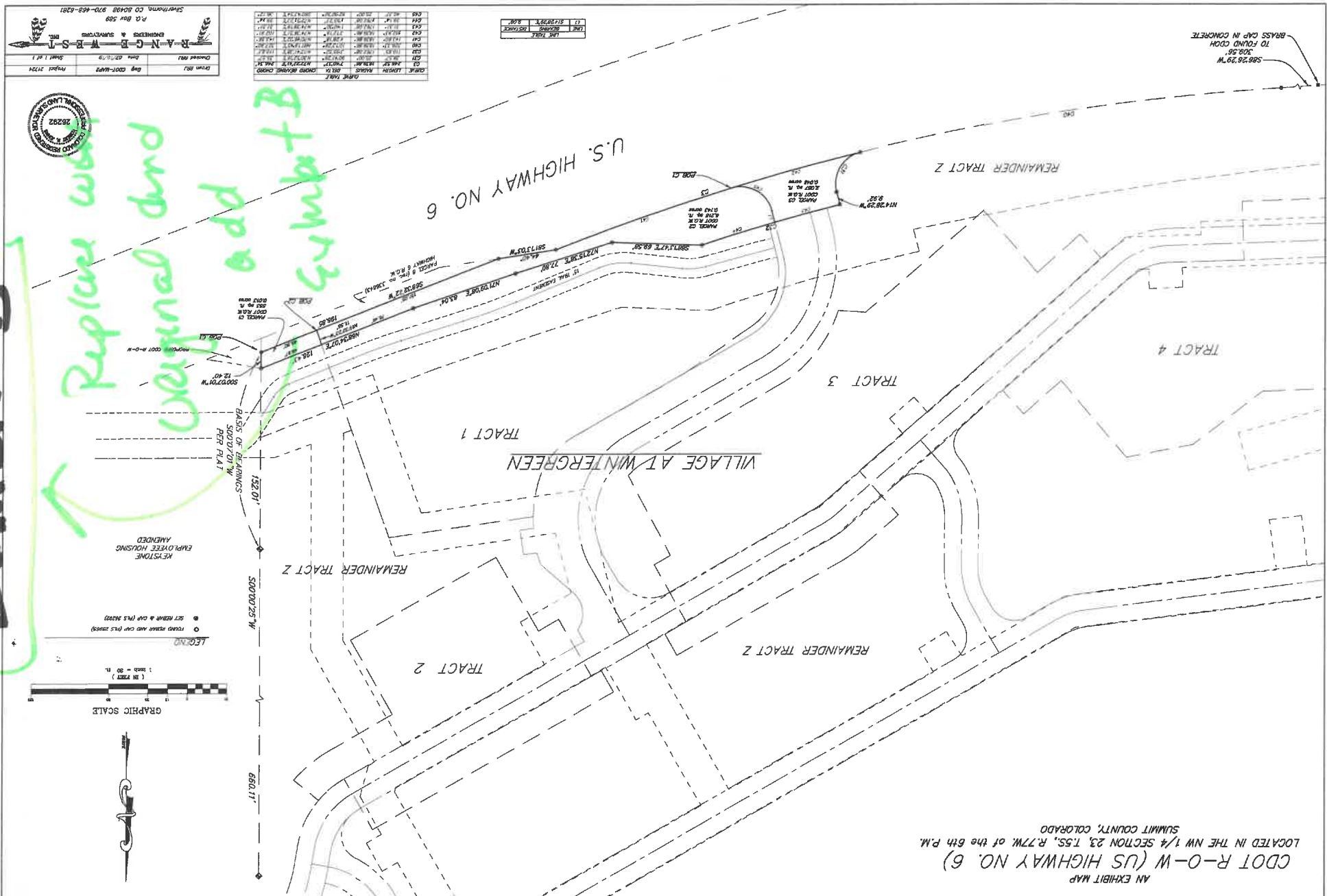


| LINE | BEARING   | DISTANCE | POINT |
|------|-----------|----------|-------|
| 1    | S89°22' E | 12.40    | 1     |
| 2    | S00°00' W | 152.01   | 2     |
| 3    | S00°00' W | 500.00   | 3     |
| 4    | S00°00' W | 660.11   | 4     |
| 5    | S89°22' E | 12.40    | 5     |

Replace with Original and add Exhibit B



AN EXHIBIT MAP  
CDOT R-0-W (US HIGHWAY NO. 6)  
LOCATED IN THE NW 1/4 SECTION 23, T.5S., R.77W. of the 6th P.M.  
SUMMIT COUNTY, COLORADO



DATE: 07/17/09  
DRAWN BY: DAVE COYLE  
CHECKED BY: DAVE COYLE  
SCALE: 1" = 50'



**WARRANTY DEED**

THIS DEED, dated, \_\_\_\_\_, 2019, between \_\_\_\_\_, **BOARD OF COMMISSIONERS OF SUMMIT COUNTY**, grantor, and the **DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO**, whose legal address is 2829 W. Howard Place, Denver, CO 80204 of the City and County of Denver and State of Colorado, grantee:

**WITNESS**, that the grantor, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, 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 Summit and State of Colorado, described as follows:

See attached Exhibit "A" and Exhibit "B", Parcel 2, dated July 8, 2019 for CDOIT Access Permit Number: 318074  
 State Highway Number: U.S. Highway No. 006F  
 Mile Post & Side: 214.65 Left

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

**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 enrolling 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.

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

**ATTEST:**

**BOARD OF COMMISSIONERS OF  
 SUMMIT COUNTY**

by: \_\_\_\_\_  
 as: \_\_\_\_\_

by: \_\_\_\_\_  
 as: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ and attested to by \_\_\_\_\_ of BOARD OF COMMISSIONERS OF SUMMIT COUNTY. Witness my hand and official seal. My commission expires:

\_\_\_\_\_  
 Notary Public

Exhibit "A"

LEGAL DESCRIPTION  
CDOT RIGHT OF WAY (HIGHWAY NO. 6) - PARCEL 2

A TRACT OF LAND BEING A PORTION OF THAT 10 FOOT STRIP OF LAND CONVEYED TO BOARD OF COMMISSIONERS OF SUMMIT COUNTY PER RECEPTION NO. 336845, SOUTH OF TRACT A OF A RESUBDIVISION OF KEYSTONE EMPLOYEE HOUSING AMENDED ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 402365 IN THE OFFICE OF THE CLERK AND RECORDER, SUMMIT COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID KEYSTONE EMPLOYEE HOUSING AMENDED; THENCE S68°32'22"E ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT A DISTANCE OF 24.07 FEET; THENCE S80°52'52"E A DISTANCE OF 19.66 FEET; S68°32'22"W A DISTANCE OF 44.94 FEET; THENCE N00°07'26"E A DISTANCE OF 10.75 FEET TO THE POINT OF BEGINNING, CONTAINING 345 SQUARE FEET, OR 0.008 ACRE, MORE OR LESS.



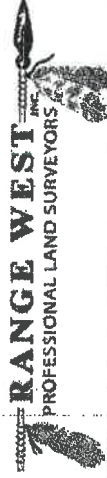
*Robert R. Johns*  
ROBERT R. JOHNS  
COLORADO PLS NO. 26292

PROJECT NO. 21724-11  
PREPARED FOR: VAIL SUMMIT RESORTS INC.

6568/19/MEM

*Refer to Exhibit "A"*  
*Original for*

PO box 589  
Silverthorne, CO 80498

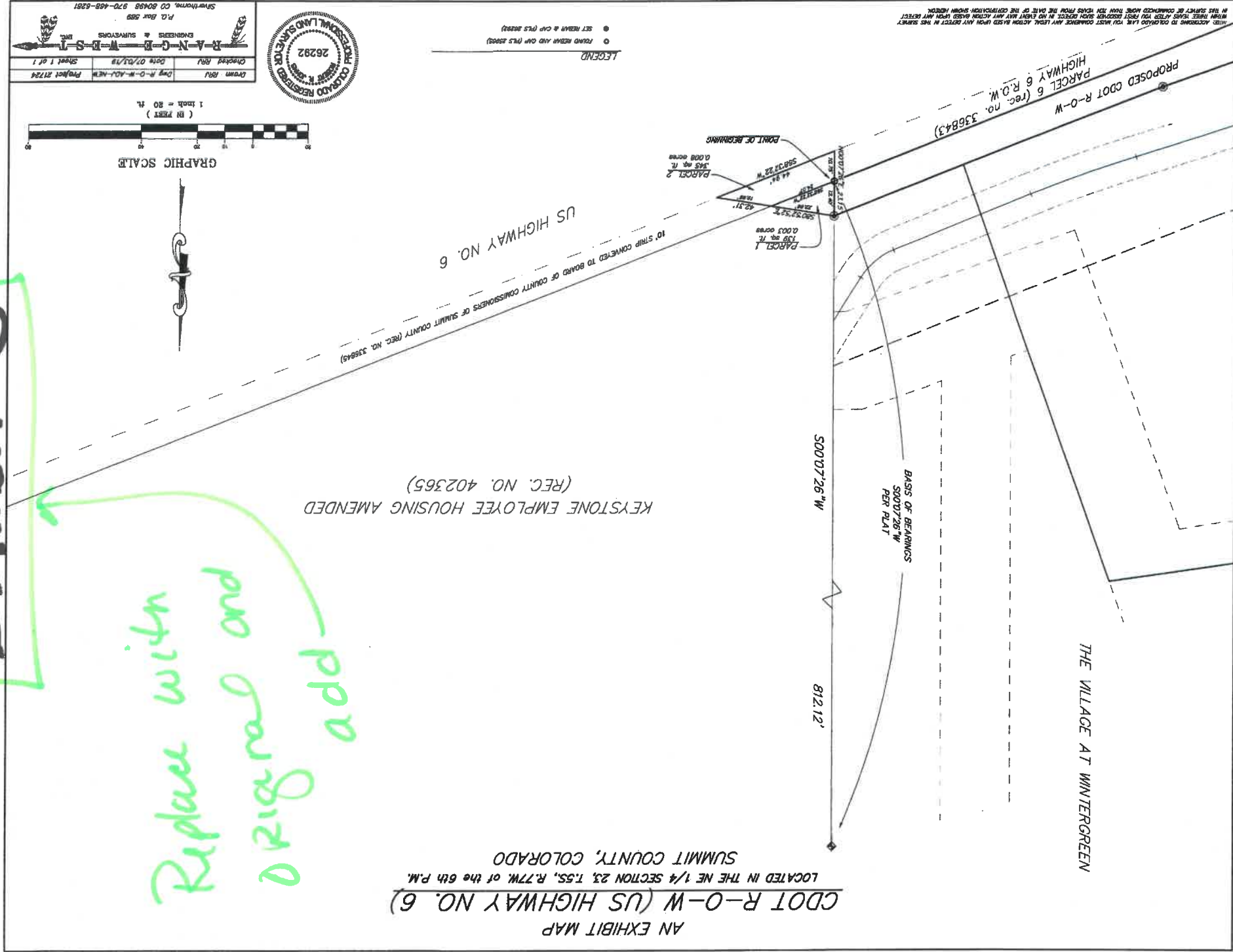


(970) 468-6281  
www.rangewestinc.com

AN EXHIBIT MAP  
CDOT R-O-W (US HIGHWAY NO. 6)  
LOCATED IN THE NE 1/4 SECTION 23, T.5S, R.77W, OF THE 6th P.M.  
SUMMIT COUNTY, COLORADO

Replace with  
original and  
add

Fig. 43



LEGEND  
● SET BEARINGS AND CAP (P.L.S. 2008)  
○ FOUND BEARINGS AND CAP (P.L.S. 2008)



|   |               |               |
|---|---------------|---------------|
| Drawn RRU                                       | DATE 07/01/18 | PROJECT 21724 |
| Checked RRU                                     | DATE 07/01/18 | SHEET 1 OF 1  |
| ENGINEERS & SURVEYORS                           |               |               |
| R-A-N-G-D-S-I                                   |               |               |
| P.O. Box 599<br>SHERIDAN, CO 80498 970-458-6281 |               |               |



THIS ACCORDING TO COLORADO LAW, THE SURVEYOR HAS CONDUCTED THIS SURVEY WITH CARE AND ACCURACY AND IN THE BEST INTEREST OF THE CLIENT. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT MIGHT AFFECT THE ACCURACY OF THIS SURVEY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT MIGHT AFFECT THE ACCURACY OF THIS SURVEY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT MIGHT AFFECT THE ACCURACY OF THIS SURVEY.