

ASSOCIATION BARGAIN AND SALE DEED THE NEIGHBORHOODS AT YOUNG'S PEAK

STAGECOACH SKI CORPORATION, ("GRANTOR"), for TEN DOLLARS and other valuable consideration, in hand paid, hereby sells and conveys to THE NEIGHBORHOODS AT YOUNG'S PEAK OWNERS ASSOCIATION, ("GRANTEE"), P.O. Box 774984, Steamboat Springs, Colorado 80477, the following described real property in the County of Routt and the State of Colorado:

- A. DOUBLECREEK CT. as shown and described on the plat of The Neighborhoods at Young's Peak, Routt County, Colorado, recorded in File No. <u>13597</u> of the public records of the Routt County Clerk and Recorder (the "Plat"):
- B. "15' Wide Trail Easement" over and across Lot 2, Doublecreek Neighborhood, of The Neigborhoods at Young's Peak, as shown on the "Plat". C. "30' X 30' Entry Landscaping Easements" on Lots 2 and 3, Doublecreek Neighborhood, of The Neigborhoods at Young's Peak, as shown on the "Plat". The Grantee may make use of said easements to install, maintain, repair and replace entry sign(s), lighting and/or landscaping and irrigation improvements as Grantee may deem appropriate for Doublecreek.

together with all appurtenances, and subject to property taxes for 2005, payable in 2006, and subsequent years and subject to all covenants, conditions, restrictions, reservations, agreements, rights of way and easements apparent or of record, except and reserving in GRANTOR or its assigns the following:

- (i) A perpetual and non-exclusive easement for the construction, installation, maintenance, repair, reconstruction, removal, replacement, relocation, operation and use of underground utilities and appurtenant facilities, together with access for such purposes;
- (ii) A perpetual and non-exclusive easement for the construction, installation, maintenance, repair, reconstruction, removal, replacement, relocation, operation and use of drainage channels, improvements and appurtenant facilities, together with access easements for such purposes;
- (iii) A perpetual and non-exclusive easement for the construction, installation, maintenance, repair, reconstruction, removal, replacement, relocation, operation and use of trails for winter and summer use, including skiing and snow shoeing and other non-motorized recreational use, including, specifically, the right to remove vegetation and construct trails and to exclude others from the use of such facilities; and
- (iv) A perpetual and non-exclusive easement for the construction, installation, maintenance, operation, use and display, modification, improvement, replacement and removal of entry and subdivision identification signs, associated landscaping and other facilities.



(v) A perpetual and non-exclusive easements for purposes of ingress and egress of vehicles, equipment, pedestrians and for construction, installation, maintenance, repair, reconstruction, removal, replacement, operation and use of roadways and related improvements (including drainage channels and street signage) for ingress and egress of persons, vehicles, and equipment for drainage and for construction, installation maintenance, repair, operation and replacement of underground utilities and appurtenant surface facilities and dry utilities, on, over, under and across "Doublecreek Ct.".

The easements and property interests reserved in Grantor above may be assigned or conveyed, in whole or in part, to a development company that will install or construct the Doublecreek Neighborhood improvements which are required by Routt County or may be further licensed for use to persons or entities selected by Grantor or its assignee in its sole discretion from time to time, without the necessity of approval or consent of Grantee.

The property interests reserved in this Deed shall run with the land and shall be binding upon all successors in title to property herein conveyed. By its signature below, Grantee does hereby accept the real property conveyed hereby and acknowledges, consents and agrees to be bound by the easements and property interests reserved and retained by Grantor. The Grantee further acknowledges, consents and agrees as to the Trail Easement hereby conveyed that the Grantee shall allow the public access in perpetuity to the trail to be constructed within said Trail Easement. The Grantee further agrees that it shall take no action to restrict public use of such trail without the approval of Routt, subject only to the right of the Grantee to establish nondiscriminatory rules and regulations concerning use thereof.

The Grantee shall have the right to assign or convey said Trail Easement, Entry Landscaping Easements and/or Doublecreek Ct. to a public entity in the future. The Grantee, by its signature below, acknowledges the terms and conditions of this deed and accepts same.

this 20 day of Mars	ne undersigned has executed this bargain and sale deed, 2006.
	GRANTOR:

By: (A. W. M.)
Christopher G. Wittemyer, Secretary
State of Colorado

State of Colorado)
ss.
County of Routt)

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The foregoing Bargain and Sale Deed was acknowledged before me this day of 200 by Christopher G. Wittemyer, as the secretary of Stagecoach Ski Corporation.

stagecoach ski corporation.	
Witness my hand and {SEAL}	Notary Public My commission expires 8.4.08
OF COLORIDA	GRANTEE: THE NEIGHBORHOODS AT YOUNG'S PEAK OWNERS ASSOCIATION By: Personnt
State of Colorado) ss. County of Routt)	
The foregoing Bargain of 200 200 200	and Sale Deed was acknowledged before me this 3 ^{cd} day by, <u>Briot Stabl</u> on behalf of Grantee.
Witness my hand and {SEAL} ECCAL.	Notary Public My commission expires 8.4.08