

SPECIAL WARRANTY DEED

THIS DEED is dated 16TH DAY OCTOBER 2024, and is made by and between 6225 Vessey LLC, a Limited Liability Company, organized and dissolved under and by virtue of the laws of the State of Colorado, the "Grantor," and _____, the "Grantee," whose legal address is _____.

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$ 10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following water and water rights, located in the County of El Paso, State of Colorado:

The following vested groundwater rights and all rights and obligations of the applicant in relation therewith, as decreed in Findings of Fact, Conclusions of Law, Ruling and Decree of Water Court entered in Case No. 22CW3087, District Court, Water Division 1, dated April 6, 2023, and as recorded April 6, 2023, at Reception No. 223028216 ("Decree"), to-wit:

- 240 acre-feet of groundwater from the not-nontributary Dawson aquifer;
- 255 acre-feet of groundwater from the not-nontributary Denver aquifer;
- 117.5 acre-feet of groundwater from the nontributary Arapahoe aquifer;
- 85.5 acre-feet of groundwater from the Laramie-Fox Hills aquifer;

and the following rights pursuant to the plan for augmentation contained in the Decree ("Augmentation Plan"), to-wit:

the right to withdraw 210 acre-feet of groundwater from the not-nontributary Dawson Aquifer at a maximum withdrawal rate of 0.66 acre-feet per year through one (1) well to be located on the property pursuant to a permit to be issued pursuant to the Augmentation Plan;

together with all obligations and responsibilities for compliance with the Decree and Augmentation Plan and subject to the terms, limitations, rights, and obligations set forth therein, and subject to the reservation of all Arapahoe aquifer and Laramie-Fox Hills aquifer water for the replacement of injurious post-pumping depletions.

The foregoing deeded rights and obligations shall be appurtenant to indivisible from, and shall run with the surface estate in land described as Lot _____, Ivilo Heights Subdivision, El Paso County, Colorado, and the same may not be separately sold, traded, bartered, assigned, or encumbered.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant and agree that the Grantor shall and will **WARRANT THE TITLE AND DEFEND**, with no warranty as to the quantity or quality of water conveyed, of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, except and subject to restrictions set forth herein, statutory exceptions, the continuing jurisdiction of the water court, and a Declaration of Protective Covenants, Conditions, and Restrictions of Use and Water for Ivilo Heights Subdivision recorded _____, 2024, at Reception No. _____.

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

GRANTOR:

6225 Vessey LLC

By: _____

Pawel Posorski, Manager

STATE OF COLORADO)

) ss

COUNTY OF EL PASO)

Subscribed and sworn to before me this 16 day of October, 2024 by Pawel Posorski, as Manager of 6225 Vessey LLC.

My commission expires: 1/29/2028

Witness my hand and seal.

Jennite Menel
Notary Public