RETURN TO: Rhetoric LLC 20 Boulder Crescent, Suite 100 Colorado Springs, CO 80903

## **QUITCLAIM DEED**

THIS DEED, made this \_\_\_ day of \_\_\_ 2024, between RHETORIC REAL ESTATE LLC d/b/a RHETORIC LLC a Colorado limited liability company, whose address is 20 Boulder Crescent, Suite 100, Colorado Springs, Colorado 80903 ("Grantor"), and RHETORIC REAL ESTATE LLC d/b/a RHETORIC LLC, a Colorado limited liability company, whose address is 20 Boulder Crescent, Suite 100, Colorado Springs, CO 80918 ("Grantee");

WITNESSETH, That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee and Grantee's heirs, successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of El Paso, and State of Colorado, described as follows:

LOT 1 of the STERLING RECYCLING SUBDIVISION (the "Property")

**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 Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee and Grantee's heirs, successors, and assigns forever, subject to the following restriction on sale (the "Deed Restriction"):

LOT 1, located adjacent to TRACT A of the STERLING RECYCLING SUBDIVISION, shall not be sold, transferred or conveyed separately from TRACT A unless and until such time that (1) TRACT A is sold, transferred or conveyed to either (a) a metropolitan district established pursuant to the Colorado Special District Act, Co. Rev. Stat. §§ 32-1-101, et seq., as amended from time to time, or other governmental or quasi-governmental entity (a "District"); or (b) a property owners' association established pursuant to the Colorado Common Interest Ownership Act, Co. Rev. Stat. § 38-33.3-101, et. seq., as amended from time to time (a "POA"); and (2) such District or POA executes a Detention Pond Maintenance Agreement with the County of El Paso, State of Colorado (the "County") for the maintenance of TRACT A. This Deed Restriction shall inure to the benefit of the County. The provisions of this Deed Restriction are hereby declared covenants running with the land and are binding on all successors, heirs, and assigns of the Grantee who acquire any right, title or interest in or to the Property, or any part thereof. Any person who acquires any right, title or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by the provisions of this Deed Restriction.

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

GRANTOR: RHETORIC REAL ESTATE LLC		GRANTEE: RHETORIC REAL ESTATE LLC
d/b/a RHETORIC LLC		d/b/a RHETORIC LLC
a Colorado limited liability company		a Colorado limited liability company
Name: Eric S. Howard Title: Managing Member		Name: Eric S. Howard Title: Managing Member
STATE OF COLORADO	) ) ss.	

The foregoing instrument was acknowledged before me this 25 day of 500 day of 2024, by Eric S. Howard, Managing Member of Rhetoric Real Estate LLC d/b/a Rhetoric LLC, a Colorado limited liability company.

Witness my hand and official seal.

COUNTY OF C 40 SO

KRISTINA M ROMAN
Notary Public
State of Colorado
Notary ID # 20044023923
My Commission Expires 10-05-2027

Notary Public

My commission expires: 10 5