

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of _____, 2005, between _____ [Owner #1 Full Name] and _____ [Owner #2 Full Name] (“Grantors”) and ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY, 13031 East Caley Avenue, Englewood, 80111, Colorado (“Grantee”).

WITNESSETH, Grantors, for and in consideration of an exchange of water service and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have remised, released, sold and conveyed, and by these presents do remise, release, sell and convey unto Grantee, its successors and assigns, forever, all right, title, interest, claim and demand which Grantors have, either in law or in equity, in and to the nontributary groundwater water in the Arapahoe and Laramie Fox Hills aquifers, as decreed in Case Number 2000CW197, District Court, Water Division No. 1, and recorded at Reception No. _____ of the records of Arapahoe County, Colorado. Grantor’s interest as decreed in Case No 2000CW197 includes _____ acre feet per year from the Arapahoe aquifer and _____ acre feet per year from the Laramie-Fox Hills aquifer, all subject to adjustment as described in paragraph 16 of the decree in Case No. 2000CW197. Said nontributary water underlies the real property described as follows:

_____ [Legal Description of Lot]
also known by street and number as:
_____ [Street Address of Lot],
Centennial, CO 80016

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anyway pertaining to said nontributary water, to the only proper use, benefit and behalf of Grantee, its successors and assigns forever. Grantors except from this conveyance and reserve to Grantors all right, title and interest they may own in and to ground water in all other formations.

Grantors, for themselves, their heirs, successors and assigns, covenant and agree they are the owners in fee simple of the nontributary water rights conveyed to Grantee by this Deed free and clear of all liens and encumbrances except taxes and similar assessments not yet due and payable, have full authority to convey the same to Grantee, and warrant title to the same against each and every person lawfully claiming now or hereafter the whole or any part thereof, by, through or under the undersigned, but not otherwise.

IN WITNESS WHEREOF, Grantors have executed this deed on the date set forth above.

[Owner #1 Full Name Printed and Signiture]

[Owner #2 Full Name Printed and Signiture]

STATE OF COLORADO)
)ss.
COUNTY OF ARAPHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____ [Owner #1 Full Name] and _____ [Owner #2 Full Name].

Witness my hand and official seal _____
Notary Public

My commission expires: _____

**Arapahoe County Water and Wastewater Authority
Dual Water Supply Agreement**

Service Address (Subject Property): _____ [Legal Description of Lot]
also known by street and number as:
_____ [Street Address of Lot],
Centennial, CO 80016

THIS AGREEMENT, made and entered into this ____ day of _____, 2005 by and between the ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY hereinafter called "Authority", and _____ [Owner #1 Full Name] and _____ [Owner #2 Full Name], Centennial, CO 80016, hereinafter referred to as "Owners".

RECITALS

Owners have or may have sources of water supply for the Subject Property other than the water works of the Authority. Owners desire to obtain potable water from the potable water system of the Authority. The Authority will only permit use of its water at a property that has another source of water pursuant to the terms of this Agreement. In consideration of the mutual promises contained herein, the Parties hereto agree as follows:

AGREEMENT

The Authority agrees that a 3/4-inch tap may be connected to the Authority's water system to serve the Subject Property, provided that the Owners fulfill the requirements:

1. Backflow Prevention. Owners agree they will not cause or permit the presence of any condition or "uncontrolled" connection, either actual or potential, at the above-described Subject Property through which water or any other substance may be introduced into the water works system controlled by the Authority. If the Owners choose to maintain a separate and or private well to the premises they shall, at their cost, install a backflow prevention device approved by the Authority. This device must be tested annually by a certified backflow technician, and the results provided to the Authority. If, in the opinion of the Authority, the Owners fail to perform under the terms of this agreement, the water service may be discontinued to the property. New or existing private wells not under the control of the Authority that will be used for irrigation and not connected to the structures plumbing system served by the Authorities potable water supply can remain without the use of a backflow device.
2. Inspection. Where possible violations may exist, authorized Authority personnel shall be given free access to the premises at reasonable hours to conduct inspections of the water system.

3. Compliance. Owners otherwise comply with the Authority's Rules and Regulation as they currently exist and as they may be amended from time to time.

The Parties hereby agree to the terms of this agreement as of the day and year first above written.

NOTE: All well disconnects must be inspected by Authority personnel before backfilling and/or the meter is set.

[Owner #1 Full Name Printed and Signature]

Manager
ARAPAHOE COUNTY WATER
AND WASTEWATER AUTHORITY

[Owner #2 Full Name and Signature]

EXAMPLE LETTER

[Name of Owner(s)]
Street Address of Lot]
Centennial, CO 80016
Telephone Number of Owner(s)

[Name of Current Mortgage Company]
[Street Address of Mortgage Company]
[City, State, Zip of Mortgage Company]
Phone: [Telephone Number of Mortgage Company]

Re: Request for Partial Release of Deed of Trust
Account Number: [Account Number of Mortgage]

Included with this letter are two documents.

The first is a two-page letter from the Antelope Property Owners Association (APOA). It explains the opportunity we have to improve the value of our homes by connecting to a municipal water supply instead of relying only on a "shallow" well.

The second document is a two page Request for Partial Release of Deed of Trust that will allow us to transfer the "Deep Water Rights" to the local water company (Arapahoe Water and Wastewater Authority). As the President's letter explains, this transfer is a necessary condition for connection to the municipal system.

We ask that you sign and notarize the first page of the Request for Partial Release of Deed of Trust and return both pages to the above address.

Please contact us if there are questions regarding this request.

Respectfully,

[Owner #1 Full Name and Signature]

and

[Owner #2 Full Name and Signature]

Owner's Last Name

**REQUEST FOR PARTIAL RELEASE OF DEED OF TRUST
WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO C.R.S. '38-39-
102(3.5)**

Original Grantor (Borrower): _____ and
[Owner #1 Full Name]

[Owner #2 Full Name]

Original Beneficiary (Lender): _____
[Name of Original Mortgage Company]

Date of Deed of Trust: _____

[Date Original Mortgage was Signed]

Recording Date of Deed of Trust: _____

[Date Original Mortgage was Filed]

Arapahoe County Reception No. _____

[Reception # of Original Mortgage]

TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY, COLORADO:

Please execute and record the following Partial Release of the above-described Deed of Trust pursuant to '38-39-102(3.5) of the Colorado Revised Statutes. The description of the property to be released is described on page two of this instrument.

In support of this Request, _____ [Name of Current Mortgage Company], as owner of the debt secured by said Deed of Trust, or its agent or attorney, in lieu of production of the original evidence of debt, certifies as follows:

1. It is one of the entities described in C.R.S. '38-39-102(3.5)(b).
2. The purpose of the Deed of Trust has been partially satisfied.
3. The original evidence of debt is not being produced herewith.
4. It agrees it is obligated to indemnify the Public Trustee pursuant to '38-39-102(3.5)(a) of the Colorado Revised Statutes for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of action of the Public Trustee taken in accordance with this Request.

EXECUTED on _____, 2005

Name:

Title:

[Name of Current Mortgage Company]

[Street Address of Mortgage Company]

[City, State, Zip of Mortgage Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____,
2005, by

_____ as

_____ for

[Name of Current Mortgage Company]

Witness My Hand and Seal

Notary Public

My Commission expires: _____

PARTIAL RELEASE OF DEED OF TRUST

WHEREAS, Grantor(s) conveyed certain real property in the above described Deed of Trust to the Public Trustee of Arapahoe County, Colorado, to be held in trust to secure the payment of indebtedness now held by _____
[Name of Current Mortgage Company]; and

WHEREAS, the purpose of said Deed of Trust has been partially satisfied and _____ [Name of Current Mortgage Company] has requested a partial release of said Deed of Trust.

NOW, THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as Public Trustee of Arapahoe County, Colorado, hereby release and quitclaim to the present owner or owners of the Property and to their heirs, successors and assigns forever, all the right, title and interest which I have under and by virtue of the Deed of Trust and forever discharge all liens and security interests created by the Deed of Trust only insofar as said right, title, interest, liens and security interests encumber the following described water rights comprising a portion of the real property:

Water rights owned or credited to _____ [Owner #1 Full Name] and _____ [Owner #2 Full Name] in the Arapahoe and Laramie-Fox Hills formations (the "*Deep Water Rights*") underlying:

_____,
[Legal Description of Lot]
also known as
_____,
[Street Address of Lot]
Centennial, Colorado 80016.

TO HAVE AND HOLD THE SAME, with all the privileges and appurtenances thereunto belonging forever. This Partial Release does not alter or affect the liens and security interests created by the Mortgage in any interest in the property other than the Deep Water Rights.

EXECUTED on _____, 2005.

PUBLIC TRUSTEE

By: _____
Public Trustee
2329 W. Main, Suite 100
Littleton, CO 80120

STATE OF COLORADO)

COUNTY OF ARAPAHOE)ss.
)

This instrument was acknowledged before me on _____,
2005

by _____, as Public Trustee for Arapahoe County,
Colorado.

Witness My Hand and Seal

Notary Public

My Commission expires: _____

Please return recorded Partial Release of Deed of Trust to:

_____, _____, Centennial, CO 80016
[Owner #1 Full Name], [Street Address of Lot]

ANTELOPE PROPERTY OWNERS ASSOCIATION

October 15, 2007

Dear Sir or Madam:

_____ obtained a conventional residential loan secured by a Deed of Trust dated, _____ executed for the benefit of _____ [Name of Original Mortgage Company] and recorded in the records of Arapahoe County, Colorado, at Reception No. _____. It is our understanding that you currently hold the note created by this transaction. The undersigned parties request that you execute the accompanying Partial Release in order for the property to be connected to a municipal water supply.

Currently, the property subject to this lien obtains all of its water from one shallow water well. In order to increase the reliability of the water supply the owners of the property want to connect to a municipal water supply system currently being constructed in the Antelope Subdivision ("Antelope"). The water supply system will be operated by Arapahoe County Water and Wastewater Authority (ACWWA), a regional water provider that supplies water to Foxfield, Centennial, and many other communities in Arapahoe County.

ACWWA's policy requires that any property owner who connects to ACWWA's water system convey its ground water rights to ACWWA. As part of the agreement between the Antelope Property Owners Association (APOA) and ACWWA, however, the property owners in Antelope will retain their existing well and rights to produce water from it as well as from all ground water sources from the surface to a depth of about 1200 feet. This allows every property in Antelope to retain its current source of water as well as have access to the municipal water. Except for these deep water rights, all of the property currently subject to your lien will remain subject to the lien after the Partial Release is executed.

ACWWA's policy and its agreement with the APOA require the property owner to convey ground water rights to the Arapahoe and Laramie-Fox Hills aquifers, which are located approximately 1200 feet below the surface. It is impractical for an individual homeowner to drill a well to this depth, due primarily to cost. No one in Antelope has drilled to either of these aquifers. It is also impractical for an individual homeowner to sell his or her water rights to these formations, primarily because of lack of market for small water-right holdings and the cost to transfer the rights. The value of the property subject to the mortgage will not decrease because of the conveyance of the water rights to ACWWA. Conversely, the property's marketability and value will most likely increase if the property is able to be connected to the municipal water system.

Access to the municipal water system will also prevent a situation where the

market price of a residence is reduced or a sale of a property is prevented because of water-supply fears. The APOA's primary goal in planning and constructing the municipal water system is to provide an alternate supply of water crucial to a few homes in the short term and necessary to the community in the long term.

In the Denver metropolitan area, all water rights are normally conveyed to the water supplier by a developer before any lots in a subdivision are sold. As a result, most home owners do not own any rights to groundwater underlying their property. It is likely that a request for a partial release of deep ground water rights has not ever been made to your company. It is the firm belief of all parties involved in this project that the municipal water system will serve only to increase the value of your collateral, and therefore we request you execute and return the accompanying Partial Release to the property owners at the address given below.

Thank you for your time in reading and responding to this letter.

Sincerely,

Antelope Property Owners Association