



After Recording Return to  
Stan Searle

1425 South Ellicott HWY 2500 E HWY 105  
Calhan, Colorado 80808 MONUMENT, CO 80132

**SPECIAL WARRANTY DEED**

This Deed, made June 27, 2005

Between **Space Center, LLP, a Colorado Limited Liability Partnership, which acquired title as Space Center, LTD, a General Partnership, of the County El Paso, State of COLORADO,**

grantor(s) and **Stan Searle, a Tenant in Severalty, whose legal address is 1425 South Ellicott HWY, Calhan, Colorado 80808, County of El Paso, and State of COLORADO, grantee(s) 2500 E. HWY 105, MONUMENT, CO, 80132**

WITNESSETH, That the grantor(s), for and in the consideration of the sum of **FOUR HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS Dollars (\$427,200.00)** 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(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, State of COLORADO described as follows:

cm  
M/28/05

The North one-half of Section 16 and the Northwest one-quarter of Section 21; all in Township 15 South, Range 63 West of the 6<sup>th</sup> P.M., El Paso County, Colorado

also known by street and number as **19625 Drennan Road, Ellicott, CO**

**TOGETHER** with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and 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** said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s), Except those items listed on Exhibit "A" attached here to and made a part hereof.

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 on the date set forth above.

**SELLER:**

Space Center, LLP, a Colorado Limited Liability Partnership, which acquired title as Space Center, LTD, a General Partnership

BY: [Signature]  
ITS: MANAGING GENERAL PARTNER

BY: [Signature]  
ITS: MGP managing general partner

STATE OF COLORADO  
COUNTY OF Arapahoe

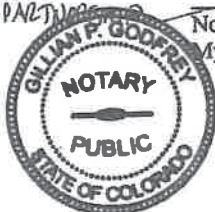
} ss:

cm  
M/28/05

The foregoing instrument was acknowledged before me June 27, 2005 by SAMIA MIRO as MANAGING AND \* MEMBER PARTNER of Space Center, LLP, a Colorado Limited Liability Partnership, which acquired title as Space Center, LTD, a General Partnership.

\* MERLYN RICHARD BOSS AS MANAGING GENERAL PARTNER, BOTH OF SPACE CENTER, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP WHICH ACQUIRED TITLE AS SPACE CENTER LTD, A GENERAL PARTNER

Witness my hand and official seal.



Notary Public  
My Commission expires:

ESCROW NO. 272-H0056238-036-GOD

WDSpecial

My Commission Expires 08/10/2007

**FANTC**  
H0056238

## Exhibit "A" – Exceptions

1. Taxes and assessments for the current year, including all taxes now or heretofore assessed, due or payable.
2. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded on January 13, 1919 in Book 290 at Page 166. (Section 16)
3. An undivided one-half 1/2 interest in all oil, gas and other minerals reserved by Minnie E. Hamman by Warranty Deed, recorded on September 20, 1949 in Book 1226 at Page 172, and any and all assignments thereof or interests therein. (Section 21)
4. An easement for electrical transmission lines and incidental purposes granted to The Mountain View Electric Association by the instrument recorded on April 03, 1967 in Book 2174 at Page 658. (Section 16)
5. An easement for the transmission of electrical energy, telephone and incidental purposes granted to The El Paso County Mutual Telephone Company by the instrument recorded on April 05, 1971 in Book 2399 at Page 662. (Sections 16 and 21)
6. Any assessment or lien of The Black Squirrel Soil Conservation District, as disclosed by the instrument recorded on October 05, 1972 Book 2529 at Page 526.
7. Any assessment or lien of Ellicott Metropolitan District, as disclosed by the instrument recorded on February 11, 1997 at Reception Number 97015577.
8. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded on January 17, 2003 at Reception Number 203012865.
9. An easement for water transmission main, pipeline and incidental purposes granted to Cherokee Metropolitan District by the instrument recorded on April 18, 2005 at Reception Number 205054353.
10. Any existing leases or tenancies.



## AFFIDAVIT


This will affirm that on June 27, 2005 Space Center LLP (grantor) conveyed to Stan Searle (grantee) of 18911 Cherry Springs Ranch Drive (formerly known as 2500 East Highway 105) Monument, CO 80132, County of El Paso; State of Colorado, the following real property:

320 acres described as the North one-half of Section 16, Township 15 South, Range 63 West of the 6<sup>th</sup> P.M., El Paso County, Colorado also known as 19625 Drennan Road, Ellicott, Colorado.

All hereditaments appertaining to the property were specifically conveyed, per paragraph 4 of the Special Warranty Deed dated June 27, 2005 and recorded by the El Paso County Clerk with file #205096771 on June 28, 2005 (attached Exhibit A), including all water rights under Determination of Water Rights 325-BD for the Laramie-Fox Hills Aquifer, comprising 76.8 acre-feet.

IN WITNESS WHEREOF, Doug Barnes Agent for Space Center, LLP, A Colorado Limited Liability Partnership, which acquired title as Space Center, LTD, a General Partnership (grantor) at the time of the aforementioned property was conveyed to the (grantee) and signor of the Non-tributary Ground Water Land Ownership Statement attached as Exhibit "A" 1/30/02 has executed this Affidavit.

BY:

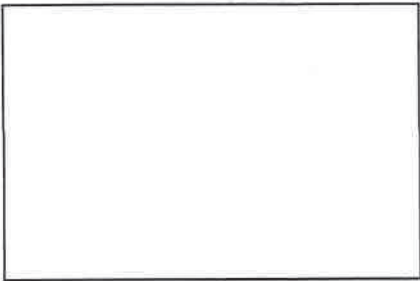
  
\_\_\_\_\_  
Doug Barnes, Agent





# SPECIAL WARRANTY DEED

THIS DEED, dated \_\_\_\_\_ between Silverado Ranch, Inc., a Colorado corporation, of the County of El Paso, State of Colorado, Grantor, and



IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on the date set forth above.

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars 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(s), their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any situate, lying and being in the County of El Paso, State of Colorado, described as follows:

The following described ground water rights related to Lot No. \_\_\_ of the Silverado Ranch Subdivision as recorded with the Clerk and Recorder of El Paso County at Reception No. \_\_\_\_\_, consisting of the ground water rights and rights to extract and use ground water within the Laramie-Fox Hills Aquifer of the Denver Basin related to said Lot No. \_\_\_, as determined under the Colorado Ground Water Commission Findings and Order for Determination No. 325-BD ("Denver Basin Ground Water Determination").

This conveyance includes ground water rights in the Laramie-Fox Hills aquifer of the Denver Basin to this individual lot as follows:

**Average Annual Withdrawal  
Aquifer - Laramie-Fox Hills  
Acre Feet - .3864  
Total Acre Feet - 115.8**

This conveyance does not include any ground water rights in the Denver and Arapahoe aquifers of the Denver Basin.

The water rights conveyed herein are intended to provide a 300 year water supply for Lot No. \_\_\_ of the Silverado Ranch Subdivision as referenced above at an annual rate of withdrawal of 0.3864 acre foot of the Laramie Fox Hills aquifer. Therefore, these water rights shall run with the land, must be transferred to all successors and assigns of Grantee, may not be separated from transfer of title to the land, and may not be separately conveyed, bartered, liened or encumbered.

The decreed amounts of ground water may be adjusted upward or downward pursuant to the retained jurisdiction of the Water Court in the Decree and Plan for Augmentation. This conveyance includes a proportionate interest in the rights to the Decree and Plan for Augmentation related to and based upon the proportion of Grantees' Lot No. \_\_\_ within Silverado Ranch Subdivision to the total number of lots under the Plan for Augmentation, and the right to receive a well permit thereunder, together with all obligations and responsibilities for compliance with the Decree and Plan for Augmentation relating to Grantees' Lot. This conveyance is subject to the terms and provisions of the Decree and Plan for Augmentation. This conveyance is also subject to the terms and provisions of the Covenants for Silverado Ranch Subdivision recorded with the El Paso County Recorder at Reception No. \_\_\_\_\_.

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 Grantees, their heirs and assigns forever. The Grantor, for itself, heirs, personal representatives, successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on the date set forth above.

Silverado Ranch, Inc., a Colorado corporation

By: \_\_\_\_\_  
Stanley M. Searle, President

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by Stanley M. Searle, as President of Silverado Ranch, Inc., a Colorado corporation. \_

My commission expires: \_\_\_\_\_  
Witness my hand and official seal.

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

