



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, 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 - 0.4
Total Acre Feet - 120

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 0.4 acre foot of the Laramie Fox Hills aquifer, from which the annual 4% replacement required by the Denver Basin Ground Water Determination must be met. 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 Grantee's 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. _____.

TO HAVE AND TO HOLD the said Water Rights above bargained and described 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 rights 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

SF-18-011