



Rec 3rd

WARRANTY DEED

Grantor(s), **4K FARMS LLC**, for the consideration of **Five Hundred Sixty Thousand and 00/100 Dollars** and other good and valuable consideration, in hand paid, hereby grant, bargain, sell and convey to **KLAUSNER INC.**, whose legal address is 7528 WCR 79, ROGGEN CO 80652, the following real property in the County of Morgan, State of Colorado, Grantee(s), to-wit:

The SW1/4 and the N1/2 of Section 31, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado.

and commonly known as **VACANT**

Together with all and singular the 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 said 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 said grantee, their heirs and assigns forever. And the said Grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, their heirs and assigns, that at the time of the enrolling and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR, A LIEN BUT NOT PAYABLE, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY, PATENT RESERVATION IN BOOK 107 PAGE 210, BOOK 122 PAGE 22; MAP & SWORN STATEMENT IN BOOK 1 PAGE 17; ORDER AND DECREE IN BOOK 701 PAGE 195; OIL AND GAS LEASE IN BOOK 838 PAGE 91; RIGHT OF WAY RECEPTION 847468, 852380 & 892219, NOTICE AT RECEPTION 883806; RIGHT OF WAY AT RECEPTION 893761; AGREEMENT AT RECEPTION 897973; AFFIDAVIT AT RECEPTION 900940; LACK OF ACCESS TO PUBLIC ROAD OR HWY (SW1/4); UTILITY EXCAVATION NOTICES IN BOOK 825 PAGE 656 & BOOK 947 PAGE 824

The grantor shall and will WARRANT AND DEFEND the above bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Signed this 9 day of March, 2019.

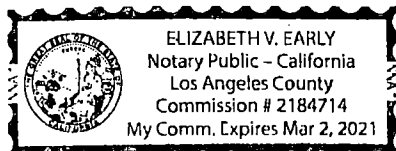
4K FARMS LLC

Robert G. Klausner
by Robert G. Klausner, Mbr/Mgr

STATE OF California
COUNTY OF Los Angeles^{ss.}

The foregoing instrument was acknowledged before me, this 9th day of March, 2019 by **4K FARMS LLC by Robert G. Klausner, Mbr/Mgr.**

My commission expires: March 2, 2021
Witness my hand and official stamp.



Elizabeth V. Early
Notary Public

NCA
21388
Return to: Klausner Inc 7528 WCR 79 Roggen CO 80652

CO-MO-001.000

Recp #917351 3/9/2019 3/18/2019

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-001.000

Vesting

Legal Description:

A tract of land situated in the Southwest Quarter (SW1/4) and the North Half (N1/2) of Section 31, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed, dated March 9, 2019, from 4K Farms, LLC, to Klausner, Inc., recorded under reception number 917351, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: 1483-310-00-001, R015372

Apparent Record Fee Owner:

Klausner, Inc.
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Klausner, Inc. c/o Bruce Klausner
7528 Weld County Road 79
Roggen, Colorado 80652

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Klausner, Inc.

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	4K Farms, LLC
Instrument Date:	3/9/2019		Grantee:	Klausner, Inc.
Recorded Date:	3/18/2019		Clerk's File #:	917351
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from December 11, 1940 through July 29, 2019.

Dated:7/31/2019

Signed: Carol Ledgewood
Carol Ledgewood, Abstractor

Reviewed By: Ben Perrine

Dated:7/31/2019



Rec 12

WARRANTY DEED

Grantor(s), **MICHAEL J. MUSGRAVE, JAMES M. MUSGRAVE and PAMELA R. JACKSON**, for the consideration of **One Hundred Forty Thousand and 00/100 Dollars** and other good and valuable consideration, in hand paid, hereby grant, bargain, sell and convey to **KRISTOPHER J. MUSGRAVE and JESSICA M. MUSGRAVE, as Joint Tenants**, whose legal address is **1373 HIGHWAY 52, WIGGINS, COLORADO, 80654**, the following real property in the County of Morgan, State of Colorado, to-wit:

The SE1/4 of Section 31, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado.

AND

The SW1/4 of Section 32, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado

and commonly known as **1021 COUNTY ROAD A, HOYT, COLORADO, 80654**

Together with all water, water rights, ditch, ditch rights, waste water rights, well, well rights, reservoir, reservoir rights and deep water rights historically used, appurtenant to or used in connection with the subject property, including but not limited to 2 Irrigation Wells Permit #13411-F and #7170-R and 2 Domestic Wells Permt #35093 and #63110.

Together with all Seller's interest in all producing and non-producing minerals, mineral rights, sand, gravel, hydrocarbons, oil and gas historically associated with the subject property.

Together with all and singular the 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 said 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 said grantee, their heirs and assigns forever. And the said Grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, their heirs and assigns, that at the time of the ensembling and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR, A LIEN BUT NOT PAYABLE, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY, AND ITEMS NUMBERED 7 THROUGH 22 ON SCHEDULE B-SECTION II ON TITLE COMMITMENT NCT16809.

The grantor shall and will WARRANTY AND DEFEND the above bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Signed this 28th day of Sept, 2011.

MICHAEL J. MUSGRAVE

JAMES M. MUSGRAVE

PAMELA R. JACKSON

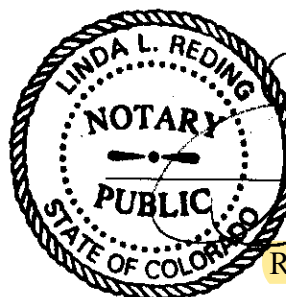
STATE OF COLORADO)
)ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me, this 28 day of Sept, 2011 by **MICHAEL J. MUSGRAVE, JAMES M. MUSGRAVE and PAMELA R. JACKSON**.

My commission expires: 6/20/14
Witness my hand and official seal.



CO-MO-002.000



Notary Public

Recp #871438 9/28/2011 9/29/2011

Return to: Kristopher Musgrave 1373 Hwy 52 Wiggins Co 80654

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-002.000

Vesting

Legal Description:

A tract of land situated in the Southeast Quarter (SE1/4) of Section 31, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed dated September 28, 2011, from Michael J. Musgrave, James M. Musgrave, and Pamela R. Jackson, to Kristopher J. Musgrave and Jessica M. Musgrave, as Joint Tenants, recorded under Reception number 871438, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: 1483-310-00-003, R013018, 1483-310-00-004, R020609

Apparent Record Fee Owner:

Kristopher J. Musgrave and Jessica M. Musgrave, as Joint Tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Kristopher J. Musgrave and Jessica M. Musgrave
877 County Road A
Wiggins, Colorado 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Kristopher J. Musgrave and Jessica M. Musgrave, as Joint Tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Michael J. Musgrave, James M. Musgrave and Pamela R. Jackson
Instrument Date:	9/28/2011		Grantee:	Kristopher J. Musgrave and Jessica M. Musgrave, as Joint Tenants
Recorded Date:	9/29/2011		Clerk's File #:	871438
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from June 12, 1962 through July 29, 2019.

Dated:	7/31/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	



Rec 12

WARRANTY DEED

Grantor(s), **MICHAEL J. MUSGRAVE, JAMES M. MUSGRAVE and PAMELA R. JACKSON**, for the consideration of **One Hundred Forty Thousand and 00/100 Dollars** and other good and valuable consideration, in hand paid, hereby grant, bargain, sell and convey to **KRISTOPHER J. MUSGRAVE and JESSICA M. MUSGRAVE, as Joint Tenants**, whose legal address is **1373 HIGHWAY 52, WIGGINS, COLORADO, 80654**, the following real property in the County of Morgan, State of Colorado, to-wit:

The SE1/4 of Section 31, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado.

AND

The SW1/4 of Section 32, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado

and commonly known as **1021 COUNTY ROAD A, HOYT, COLORADO, 80654**

Together with all water, water rights, ditch, ditch rights, waste water rights, well, well rights, reservoir, reservoir rights and deep water rights historically used, appurtenant to or used in connection with the subject property, including but not limited to 2 Irrigation Wells Permit #13411-F and #7170-R and 2 Domestic Wells Permt #35093 and #63110.

Together with all Seller's interest in all producing and non-producing minerals, mineral rights, sand, gravel, hydrocarbons, oil and gas historically associated with the subject property.

Together with all and singular the 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 said 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 said grantee, their heirs and assigns forever. And the said Grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, their heirs and assigns, that at the time of the ensembling and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR, A LIEN BUT NOT PAYABLE, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY, AND ITEMS NUMBERED 7 THROUGH 22 ON SCHEDULE B-SECTION II ON TITLE COMMITMENT NCT16809.

The grantor shall and will WARRANTY AND DEFEND the above bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Signed this 28th day of Sept, 2011.

MICHAEL J. MUSGRAVE

JAMES M. MUSGRAVE

PAMELA R. JACKSON

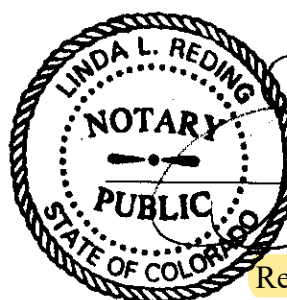
STATE OF COLORADO)
)ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me, this 28 day of Sept, 2011 by **MICHAEL J. MUSGRAVE, JAMES M. MUSGRAVE and PAMELA R. JACKSON**.

My commission expires: 6/20/14
Witness my hand and official seal.



CO-MO-003.000



Notary Public

Recp #871438 9/28/2011 9/29/2011

Return to: Kristopher Musgrave 1373 Hwy 52 Wiggins Co 80654

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-003.000

Vesting

Legal Description:

A tract of land situate in Morgan County, Colorado, lying in the Southwest Quarter (SW4) of Section 32, Township 1 North, Ragne 60 West of the 6th P.M., more particularly described in Warranty Deed, dated September 28, 2011, from Michael J. Musgrave, James M. Musgrave and Pamela R. Jackson, to Kristopher J. Musgrave and Jessica M. Musgrave, as Joint Tenants, recorded in the Morgan County, Colorado, Register of Deeds records, recorded under Reception number 871438, recorded September 29, 2011.

Tax ID: R013019, 1483-320-00-002

Apparent Record Fee Owner:

Kristopher J. Musgrave and Jessica M. Musgrave, as Joint Tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Kristopher J. Musgrave and Jessica M. Musgrave
877 County Road A
Wiggins, CO 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Kristopher J. Musgrave and Jessica M. Musgrave, as joint tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Michael J. Musgrave, James M. Musgrave and Pamela R. Jackson
Instrument Date:	9/28/2011		Grantee:	Kristopher J. Musgrave and Jessica M. Musgrave, as Joint Tenants
Recorded Date:	9/29/2011		Clerk's File #:	871438
Volume or Book:			Page Number:	

Doc Title:	Personal Representative's Deed & Letters of Testamentary		Grantor:	Roger A. Musgrave as Personal Representative of the Estate of Mary M. Musgrave, deceased
Instrument Date:	7/25/2011		Grantee:	Michael J. Musgrave, an undivided one-third interest; James M. Musgrave, an undivided one-third interest; Pamela R. Jackson, an undivided one-third interest
Recorded Date:	7/29/2011		Clerk's File #:	870007
Volume or Book:			Page Number:	

Doc Title:	Warranty Deed		Grantor:	John F. Marsh
Instrument Date:	6/11/1962		Grantee:	John J. Musgrave and Mary M . Musgrave, as joint tenants
Recorded Date:	6/12/1962		Clerk's File #:	492981
Volume or Book:	658		Page Number:	484

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from June 12, 1962 through July 29, 2019.

Dated:	7/31/2019	Signed: <u>Carol Ledgewood</u> Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	8/1/2019	

WARRANTY DEED

BABCOCK FARMS PARTNERSHIP, a Colorado Limited Partnership

Grantor(s)

whose address is 16775 Peoria Mile Crossing Wiggins, CO 80654
County of Morgan, State of Colorado

for the consideration of Two Hundred Thousand and no/100

dollars, in hand paid, hereby sell(s) and convey(s) to CARL WAYNE LANE and BLANCHE MARIE LANE, as

Joint Tenants

whose legal address is 68170 E. Co Rd 18 Byers, CO 80103
County of, and State of Colorado

the following real property in the County of Morgan/Adams, and State of

Colorado, to wit: The SE1/4 of Section 32, Township 1 North, Range 60 West of the 6th P.M.

County of Morgan,
State of Colorado.

The North 1/2 of Section 5, Township 1 South, Range 60 West of the 6th P.M.,
EXCEPT that 100 foot strip conveyed to The Nile Irrigation District in Deed
recorded June 13, 1914 in Book 64 at page 34; AND EXCEPT the North 30 feet
and West 30 feet for highway purposes.

AND EXCEPT a parcel described as follows: Commencing at the NE corner of
said Section 5; thence S89°58'05"W., along the North line of said Section 5,
a distance of 30.00 feet; thence S02°30'07"E. a distance of 30.00 feet to
the point of beginning; thence continuing S02°30'07"E a distance of 1321.32
feet; thence S89°58'04"W a distance of 1321.32 feet; thence N02°30'07"W a
distance of 1321.32 feet; thence N89°58'05"E a distance of 1321.32 feet to
the point of beginning, according to survey by Timberline Surveying, Inc.
dated June 14, 1997.

County of Adams,
State of Colorado.

TOGETHER WITH one domestic well permit #24345; and three irrigation wells,
permit #10217, #10218 and #10219

EXCEPTING AND RESERVING unto the Grantor, all oil, gas & other hydro-carbons underlying said
property for a term of ten years from the date of deed, together with the right
to prospect for, drill and remove the same. At the end of said ten years,
minerals will revert to the surface owner of record at that time.

also known by street and number as Vacant

with all its appurtenances, and warrant(s) to title to the same, subject to
1997 Taxes due in 1998; Easements and rights of way of record or in use on
the subject property; Patent reservations of record; Mineral reservations
of record; Oil & Gas Leases of record; Ditches of record; Utility
excavation notices of record

Signed this 1st day of July, 1997

STATE OF COLORADO,

County of Morgan

} ss.

BABCOCK FARMS PARTNERSHIP, a Colo.
Limited Partnership

William B Babcock,
WILLIAM B. BABCOCK, Partner
Russell E. Babcock
RUSSELL E. BABCOCK, Partner

William B Babcock, P R
ESTATE OF BETTY JANE BABCOCK, Limited
Partner by William B. Babcock, as
Personal Representative

The foregoing instrument was acknowledged before me in the

of Morgan, State of Colorado, this 1st day of July, 1997, by as of BABCOCK FARMS PARTNERSHIP, a Colorado
Limited Partnership by William B. Babcock and Russell E. Babcock as Partners and by**
My commission expires 6/20/98

115 W. Kiowa Ave., Ft. Morgan, CO 80701

**William B. Babcock as Personal Representative of the Estate of Betty Jane Babcock,

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-004.000

Vesting

Legal Description:

That certain tract of land situated in the Northeast Quarter (NE/4), of Section 32, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed dated July 1, 1997, from Babcock Farms Partnership, a Colorado Limited Partnership, to Carl Wayne Lane and Blanche Marie Lane, as Joint Tenants, recorded under Reception number 762866, Book 1013, Page 251, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made. Less and Except: Reception number 802323

Tax ID: 1483-320-00-003, R012877

Apparent Record Fee Owner:

Carl Wayne Lane and Blanche Marie Lane, as Joint Tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Carl Wayne Lane and Blanche Marie Lane
68170 East County Road 18
Byers, Colorado 80103

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Carl Wayne Lane and Blanche Marie Lane, as Joint Tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Babcock Farms Partnership, a Colorado Limited Partnership
Instrument Date:	7/1/1997		Grantee:	Carl Wayne Lane and Blanche Marie Land, a Joint Tenants
Recorded Date:	7/2/1997		Clerk's File #:	762866
Volume or Book:	1013		Page Number:	251

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

Document Searched

Probate

No Search at This Time

Comments:

There is an Outsale of the SE1/4SE1/4 of Section 32, Township 1 North, Range 60 West of the 6th P.M., that occurred on August 30, 2002.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from July 02, 1997 through July 29, 2019.

Dated:	7/30/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/30/2019	

2187

WARRANTY DEED

ROBERT L. PENNINGTON

Grantor(s)

whose address is

County of MORGAN, State of COLORADO

for the consideration of Two Hundred Eighteen Thousand and no/100

dollars, in hand paid, hereby sell(s) and convey(s) to STEVEN J. SORENSON and ROBIN SORENSON, as

Joint Tenants

whose legal address is 1999 MCR A, WIGGINS, CO 80654

County of MORGAN, and State of COLORADO

the following real property in the County of Morgan, and State of

Colorado, to wit:

The SE1/4SE1/4 of Section 32, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, being more particularly described as follows: Beginning at the SE corner of said Section 32, a set #6 rebar and 3-1/4" aluminum cap stamped P.L.S. 36070 (herein after referred to as a "set AC"); thence S88°59'39"W along the South line of the SE1/4 of said Section 32 a distance of 1319.23 feet to the SE 1/16 corner, a "Set AC"; thence departing said South line N01°15'14"W along the West line of the SE1/4SE1/4 of Section 32 a distance of 1322.56 feet to the NW corner of said SE1/4SE1/4, a "set AC"; thence N88°59'31"E along the North line of said SE1/4SE1/4 a distance of 1319.74 feet to the E 1/16 corner, a "set AC"; thence S01°14'23"E along the East line of the SE1/4 of said Section 32, a distance of 1322.61 feet to the point of beginning.

County of Morgan,
State of Colorado.



810663 08/01/2003 10:30A B1153 P89 F. JOHNSON
1 of 1 R 6.00 D 21.80 Morgan County, CO

also known by street and number as 1999 MCR A, Wiggins, Colorado 80654

with all its appurtenances, and warrant(s) to title to the same, subject to
2003 TAXES DUE IN 2004; PATENT RESERVATION OF RECORD; EASEMENTS OF RECORD
OR IN USE ON SUBJECT PROPERTY; MINERAL RESERVATIONS OF RECORD; OIL AND GAS
LEASES OF RECORD; EXCAVATION NOTICES;

Signed this 31st day of July, 2003

ROBERT L. PENNINGTON

STATE OF COLORADO,

County of MORGAN

ss.

The foregoing instrument was acknowledged before me in the

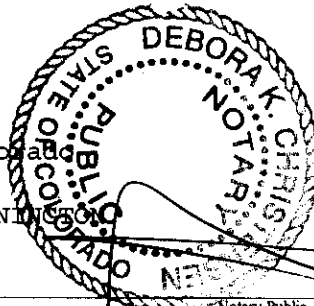
County

of MORGAN, State of

Colorado, this 31st day

of July, 2003, by ROBERT L. PENNINGTON

My commission expires 5-16-06



Address

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-005.000

Vesting

Legal Description:

That certain tract of land situated in the SE1/4 SE1/4 of Section 32, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed dated July31, 2003, from Robert L. Pennington to Steven J. Sorenson and Robin Sorenson, as joint tenants, recorded under Reception number 801663, Book 1153, Page 89, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: 1483-320-00-005, R019004

Apparent Record Fee Owner:

Steven J. Sorenson and Robin Sorenson, as joint tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Steven J. Sorenson and Robin Sorenson
1999 County Road A
Wiggins, Colorado 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Steven J. Sorenson and Robin Sorenson, as joint tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Robert L. Pennington
Instrument Date:	7/31/2003		Grantee:	Steven J. Sorenson and Robin Sorenson, as Joint Tenants
Recorded Date:	8/1/2003		Clerk's File #:	810663
Volume or Book:	1153		Page Number:	89

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from August 01, 2003 through July 29, 2019.

Dated:	7/30/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/30/2019	



828474 07/15/2005 01:20P B1217 P525 C. INGMIRE
1 of 1 R 6.00 D 0.00 Morgan County, CO

**NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT**

QUIT CLAIM DEED

HAROLD GENE SHAVER

whose address is

for the consideration of TEN DOLLARS & OTHER VALUABLE
CONSIDERATIONS -----

hereby sell(s) and quit claim(s) to:

BEN BRATRSOVSKY

whose address is 1560 ROAD 4, WIGGINS, CO ~~80655~~
80654

County of MORGAN, State of COLORADO

the following real property in the County of Morgan,
State of Colorado, to wit:

The SW1/4 of Section 33, Township 1 North, Range 60 West of the 6th P.M.

County of Morgan,
State of Colorado.

also known as:

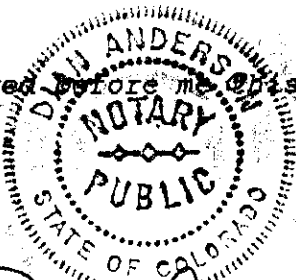
Signed this 14th day of July, 2005

Harold Gene Shaver
Harold Gene Shaver

STATE OF COLORADO,)
County of Morgan.) ss.

The foregoing instrument was acknowledged before me on this 14th day of July, 2005 by Harold Gene Shaver

My Commission expires: June 1, 2007
Witness my hand and official seal.



Dean Anderson

CO-MO-006.000

Recp #828474 Bk 1217 Pg 525 7/14/2005 7/15/2005

Return to: Ben Bratensky
1560 Rd 4
Wiggins, CO 80654

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-006.000

Vesting

Legal Description:

That certain tract of land situated in the Southwest Quarter (SW1/4) of Section 33, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Quit Claim Deed, dated July 14, 2005, from Harold Gene Shaver to Ben Bratrsovsky, recorded under Reception number 828474, Book 1217, Page 525, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: R013116, 1483-330-00-003

Apparent Record Fee Owner:

Ben Bratrsovsky
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Ben Bratrsovsky
1560 County Road 4
Wiggins, Colorado 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Ben Bratrsovsky

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Quit Claim Deed		Grantor:	Harold Gene Shaver
Instrument Date:	7/14/2005		Grantee:	Ben Bratrsovsky
Recorded Date:	7/15/2005		Clerk's File #:	828474
Volume or Book:	1217		Page Number:	525

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from October 02, 2002 through July 29, 2019.

Dated:	7/30/2019	Signed: <u><i>Carol Ledgewood</i></u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u><i>Ben Perrine</i></u>	
Dated:	7/30/2019	

WARRANTY DEED

THIS DEED, made this 23rd day of September, 2016, between David W. Ritchey and Stacie J. Ritchey of the County of Morgan and State of Colorado, grantor(s), and Sharen K. Bader Trust

whose address is: 2127 Kennedy Avenue, Loveland, CO 80538

of the County of Morgan and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00), 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 grantees, their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Morgan and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A"

also known by street and number as: 02941 County Road A, Wiggins, CO 80654

TOGETHER with all and singular the 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(s), 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(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor(s) 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 lawfully claiming the whole or any part thereof.

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 deed on the date set forth above.

David W. Ritchey
David W. Ritchey

Stacie J. Ritchey
Stacie J. Ritchey

State of Colorado

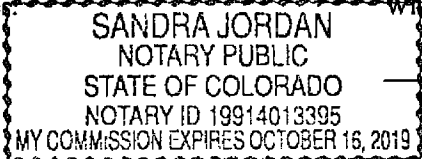
}
}
}

County Of Weld

The foregoing instrument was acknowledged before me this September 23, 2016, by David W. Ritchey and Stacie J. Ritchey

My Commission expires:

10-16-19



Witness my hand and official seal.

Sandra Jordan
Notary Public

Doc Fee: \$150.00

Buyers Forwarding Address for Recorded documents is:
Borrower Address

Escrow File No.: 11903UTG

EXHIBIT "A"

PARCEL 1:

A parcel of land in the SE¼ of Section 33, Township 1 North, Range 60 West of the 6th P.M. described as follows: Beginning at the south quarter corner of said Section 33; thence along the South line of said SE¼, N90°00'00"E 1980.0 feet; thence N00°00'00"E 359.0 feet; thence S90°00'00"W 169.0 feet; thence S00°00'00"W 23.7 feet; thence N88°36'57"W 694.4 feet; thence northwesterly 2688.3 feet along a curve (Radius = 1158.4 feet and Delta = 132°58'06" and Chord = N11°03'41"W 2124.4 feet and Concave east) thence S90°00'00"W 705.1 feet; thence along the west line of said SE¼, S00°05'44"W 2437.0 feet to the point of beginning.

County of Morgan, State of Colorado.

PARCEL 2:

The Southeast Quarter of Section 22, Township 1 North, Range 60 West of the 6th P.M., EXCEPT a parcel of land described in Book 499 at Page 180, AND EXCEPT a parcel of land described in Book 1019 at Page 335.

County of Morgan, State of Colorado.

Also known as 02941 County Road A, Wiggins, CO 80654

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-007.000

Vesting

Legal Description:

That certain tract of land situated in part of the SE1/4 of Section 33, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed, dated September 23, 2016, from David W. Ritchey and Stacie J. Ritchey to Sharen K. Bader Trust, recorded under Reception number 901777, in the Register of Deeds records, Morgan County, Colorado, less any conveyances heretofore made.

Tax ID: 1483-330-00-004, R013684

Apparent Record Fee Owner:

Sharen K. Bader Trust
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Sharen K. Bader Trust
2941 County Road A
Wiggins, Colorado 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Sharen K. Bader Trust

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	David W. Ritchey and Stacie J. Ritchey
Instrument Date:	9/23/2016		Grantee:	Sharen K. Bader Trust
Recorded Date:	9/27/2016		Clerk's File #:	901777
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from April 24, 1996 through July 29, 2019.

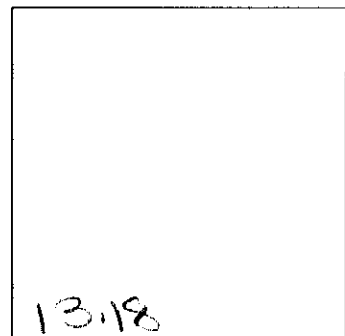
Dated:	7/30/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/30/2019	



WARRANTY DEED

THIS DEED, dated this 20th day of April, 2007,
between **EWERTZ BROTHERS, LLC**

of the County of Morgan and State of Colorado,
grantor(s), and **JKADUKA, LLC**



whose legal address is 3208 WCR 95, ROGGEN, CO 80652

of the County of Morgan and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **ONE HUNDRED THIRTY ONE THOUSAND EIGHT HUNDRED SEVEN AND 00/100 DOLLARS (\$131,807.00)** 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 Morgan and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT 'A'

also known by street and number as:

TOGETHER with all and singular the 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(s), 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 grantee(s), his heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee(s), his heirs and assigns, that of the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except **general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.**

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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 deed on the date set forth above.

EWERTZ BROTHERS, LLC

By **JOSEPH S. EWERTZ, MGR.**

STATE OF COLORADO

COUNTY OF Morgan

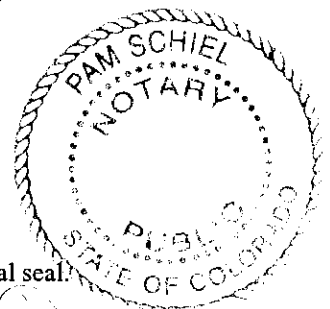
}
}
} ss.
}

The foregoing instrument was acknowledged before me this April 20, 2007, by
EWERTZ BROTHERS, LLC. BY JOSEPH S. EWERTZ, MANAGER

My Commission expires: 1/26/11

Witness my hand and official seal.

Notary Public



Return to JKADUKA
3208 WCR 95
Roggen CO
80652

EXHIBIT "A"

The SE1/4 of Section 33, Township 1 North, Range 60 West of the 6th P.M. EXCEPT a parcel of land in the SE1/4 of Section 33, Township 1 North, Range 60 West of the 6th P.M. described as follows: Beginning at the south quarter corner of said Section 33; thence along the South line of said SE1/4 N90°00'00"E 1980.0 feet; thence N00°00'00"E 359.0 feet; thence S90°00'00"W 169.0 feet; thence S00°00'00"W 23.7 feet; thence N88°36'57"W 694.4 feet; thence northwesterly 2688.3 feet along a curve (Raduis = 1158.4 feet and Delta = 132°58'06" and Chord = N11°03'41"W 2124.4 feet and Concave east) thence S90°00'00"W 705.1 feet; thence along the West line of said SE1/4, S00°05'44"W 2437.0 feet to the point of beginning.

Together with an easement for ingress and egress, maintenance and opertation of water wells and pipelines running along the south line of the S1/2S1/2 of Section 34, Township 1 North, Range 60 West of the 6th P.M.

County of Morgan,
State of Colorado.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-008.000

Vesting

Legal Description:

That certain tract of land situated in the SE1/4 of Section 33, Township 1 North, Range 60 West of the P.M. EXCEPT a parcel of land in the SE1/4 of Section 33, Township 1 North, Range 60 West of the 6th P.M. Morgan County, Colorado, described in metes and bounds, more particularly described in Warranty Deed, dated April 20, 2007, from Ewertz Brother, LLC to Jikaduka, LLC, recorded under Reception number 842184, in the Register of Deeds, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: 1483-330-00-006, R017539

Apparent Record Fee Owner:

Jikaduka, LLC
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Jikaduka, LLC
3208 Weld County Road 95
Roggen, Colorado 80652

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Jikaduka, LLC

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Ewertz Brothers, LLC
Instrument Date:	4/20/2007		Grantee:	Jikaduka, LLC
Recorded Date:	4/23/2007		Clerk's File #:	842184
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from April 23, 2007 through July 29, 2019.

Dated:	7/30/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/30/2019	



CORRECTION WARRANTY DEED

THIS CORRECTION WARRANTY DEED, Made this 27th day of May, 2010, between

P. David Perkins and Martha J. Perkins, husband and wife,

of the County of Sullivan and State of Missouri, grantors, and

Bernard A. Boehmer and Brenda R. Boehmer, husband and wife,

whose legal address is: P.O. Box 325 Foristell, MO 63348,

of the County of St. Charles, and State of Missouri, grantees:

WITNESS that the grantors for and in consideration of the sum of **Eight Hundred Thirty-Four Thousand Dollars (\$834,000.00)**, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in JOINT TENANCY, all real property, together with improvements, if any, situated, lying and being in the County of Morgan and State of Colorado, described as follows:

Parcel I:

The West 1/2 of Section 34, Township 1 North, Range 60 West of the 6th P.M.,

AND

The North 1/2 of the Southeast 1/4 of Section 34, Township 1 North, Range 60 West of the 6th P.M.

EXCEPT a strip of land 60 feet wide described as follows:

Beginning at a point 564.5 feet West of the Northeast corner of the Southeast 1/4 Southeast 1/4 of Section 34, Township 1 North, Range 60 West of the 6th P.M., Thence North 04°36' East 1332.5 feet (said course being the centerline through said strip) to East and West centerline through the above mentioned Section, 468 feet West of the Quarter Section corner of the East line of Section 34, Township 1 North, Range 60 West of the 6th P.M., as conveyed to Morgan County in Deed recorded June 7, 1911 in Book 85 at Page 280, and, except that portion platted as Big Sky Ranches Minor Subdivision, and together with all that portion of the South 1/2 of the Southeast 1/4 of Section 34, Township 1 North, Range 60 West of the 6th P.M., which lies West of the County Highway being described in Deed recorded in Book 85 at Page 320, County of Morgan, State of Colorado.

Parcel II:

Lot 3,
Big Sky Ranches Minor Subdivision
County of Morgan,
State of Colorado.

Parcel III:

Together with an irrigation well easement located in the Northeast Quarter of the Southeast Quarter of Section 34, Township 1 North, Range 60 West of the 6th P.M., County of Morgan, State of Colorado being more particularly described as follows:

Commencing at the South Sixteenth Corner of said Section 34, a found 3-4" aluminum cap stamped P.L.S. #36070; thence South 89°01'06" West on the South line of the Northeast Quarter of the Southeast Quarter of said Section 34, 10.92 feet to the Point of Beginning; thence continuing South 89°01'06" West on said South line, 40.00 feet; thence departing said South line North 00°45'12" West, parallel with the East line of the Northeast Quarter of the Southeast Quarter of said Section 34, 40.00 feet; thence South 89°01'06" West, parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 34, 477.59 feet to a point on the Easterly right of way line of Morgan County Road 4; thence North 03°29'19" East on said Easterly right of way line, 20.06 feet; thence departing said Easterly line North 89°01'06" East, parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 34, 516.10 feet; thence South 00°45'12" East, parallel with the East line of the Northeast Quarter of the Southeast Quarter of said Section 34, 60.00 feet to the Point of Beginning,

AND

an irrigation pipeline easement for use, maintenance and repair over and across Lots 1, 2 and 3, Big Sky Ranches Minor Subdivision, recorded July 11, 2003 at Plat Book Page 80, Morgan County Clerk and Records Office, County of Morgan, State of Colorado.

TOGETHER WITH all right, title and interest in and to all water and water rights, irrigation wells, ditches and ditch rights, wells, sumps, and reservoir rights including all water and water rights, both tributary and non-tributary, whether

adjudicated or unadjudicated, and all ditches and ditch rights, water wells and well rights, state engineer filings, well registration statements and well permits, reservoirs and reservoir rights, which are used on or are appurtenant to or located on or underlying the real property described above, including, but not limited to, the following specific water rights: Irrigation Wells Nos. 5181F, 3895F, 3894F, 13201F, 8541, 8543, 14536F, 14628R, 39176 (stock well), together with any domestic wells that may or may not be registered appurtenant to the property. All wells that are located on Lot 1, 2, 3, Minor Subdivision Big Sky Ranches shall be granted easements to the Grantee for the purpose of ingress and egress, maintenance, repair and replace of any well and pipeline.

Parcel IV:

The SE1/4 of Section 31, Township 2 North, Range 59 West of the 6th P.M., County of Morgan, State of Colorado. Together with Well #6988, 6989RF and 6990RF.

Parcel V:

The Northeast Quarter of Section 31, Township 2 North, Range 59 West of the 6th P.M. except Book 119 at Page 574, County of Morgan, State of Colorado.

also known by street and number as Vacant Land, Morgan County, Colorado.

RECITAL: This Correction Warranty Deed is given for the purpose of correcting a scrivener's error in a General Warranty Deed from Grantor to Grantee filed for record May 11, 2010 as Document No. 861393 of the Official Records of Morgan County, Colorado, in which Parcel V was incorrectly described, it being the intent of Grantor to convey the above described lands.

TOGETHER with all and singular the 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 grantors, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

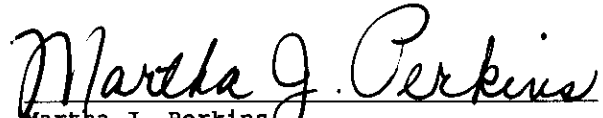
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantors, for themselves, their heirs and personal representatives, do covenant, grant, bargain, and agree to and with the grantees, their heirs and assigns, that at the time of the conveying and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for 2010 and subsequent years.

The grantors 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 lawfully claiming the whole or any part thereof.

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 grantors have executed this deed on the date set forth above.

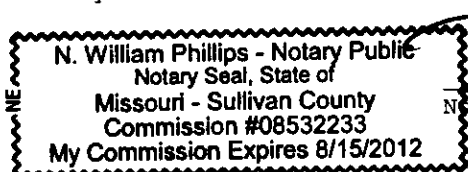

P. David Perkins

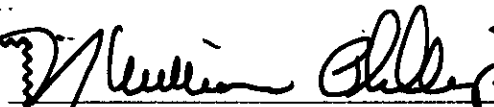

Martha J. Perkins

STATE OF MISSOURI)
) ss.
COUNTY OF SULLIVAN)

The foregoing instrument was acknowledged before me this 27th day of May, 2010, by P. David Perkins and Martha J. Perkins, husband and wife.

Witness my hand and official seal.




Notary Public, N. William Phillips

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-009.000

Vesting

Legal Description:

That certain tract of land situated in the West Half (W1/2) and all that portion of the South Half of the Southeast Quarter (S1/2 SE1/4) lying West of the County Highway of the of Section 34, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Correction Warranty Deed, dated May 27, 2010, from P. David Perkins and Martha J. Perkins, husband and wife, to Bernard A. Boehmer and Brenda R. Boehmer, husband and wife, as joint tenants, recorded under Reception number 861739, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: R012983, 1483-340-00-005

Apparent Record Fee Owner:

Bernard A. Boehmer and Brenda R. Boehmer, husband and wife, as joint tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Bernard A. Boehmer and Brenda R. Boehmer
P. O. Box 354
Foristell, Missouri 63348

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Bernard A. Boehmer and Brenda R. Boehmer, husband and wife, as joint tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Correction Warranty Deed	Grantor:	P. David Perkins and Martha J. Perkins, husband and wife
Instrument Date:	5/27/2010	Grantee:	Bernard A. Boehmer and Brenda R. Boehmer, husband and wife, as joint tenants
Recorded Date:	6/3/2010	Clerk's File #:	861739
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

The vesting deed, Correction Warranty Deed, dated May 27,2010, recorded under reception number 861739, recorded June 3, 2010, is for the West Half and the South Half of the Southeast Quarter, and the route is depicted on the map as the South half of the West half.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from August 04, 2004 through July 26, 2019.

Dated:	7/29/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/29/2019	

RETURN TO: Guy Shay
11003 Bellaire Way
Thornton, CO 80233

SPECIAL WARRANTY DEED

State of Colorado

Deed

File No. 052-382116

This Deed, Made this 30th day of September, 2010, between the Secretary of Housing and Urban Development, Washington, D.C., party of the first part, and GUY SHAY and DORA LEE SHAY party(ies) of the second part, WHOSE LEGAL ADDRESS IS:

4001 COUNTY ROAD A
WIGGINS, CO 80654

Witnesseth: That the said party of the first part, for and in consideration of the sum of Forty Five Thousand (\$ 45,000.00) and other good and valuable considerations, to the said party of the first part in hand paid by the said party(ies) of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said party(ies) of the second part, her heirs and assigns, forever the following described lot, piece or parcel of land situated in the County of MORGAN, State of Colorado to wit:

SEE ATTACHED EXHIBIT "A"

ALSO KNOWN AND NUMBERED AS:

4001 COUNTY ROAD A
WIGGINS, CO 80654

**Government Transfer
No Doc Fee Required**

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701 et. Seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531)

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said part, 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 said party(ies) of the second part, her heirs and assigns forever.

Subject to All covenants, restrictions, reservations, easements, conditions and rights appearing of record: and Subject to any state of facts an accurate survey would show.

And the said party of the first part, for himself and his successors, covenants and agrees to and with the said party(ies) of the second part, her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said party of the first part, to Warrant and forever Defend.

IN WITNESS WHEREOF, the undersigned, being specifically named pursuant to the delegation of authority published at 70 F.R. 43, 171 (July 26, 2005) as an authorized agent, has set his/her hand seals as principal and/or officer of Michaelson, Connor, Boul, Management and Marketing Contractor of the US Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development.

WITNESSES:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY:

[Signature]
_____, ATTORNEY-IN-FACT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

ON 30TH DAY OF SEPTEMBER, 2010, BEFORE ME PERSONALLY APPEARED Zack Preston AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER OFFICIAL CAPACITY FOR AND ON BEHALF OF STEVEN C. PRESTON THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

[Signature]
WTG

Jessica Herrera
NOTARY PUBLIC
STATE OF COLORADO
My Commission Exp. Sept. 30, 2013

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 60 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34; THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF SECTION 34 A DISTANCE OF 631 FEET, MORE OR LESS, SAME BEING THE EAST BOUNDARY LINE OF THE ROAD DESCRIBED IN BOOK 85 AT PAGE 320 OF THE RECORDS OF MORGAN COUNTY, COLORADO; THENCE NORTH 04 DEGREES 36 MINUTES EAST ALONG SAID ROAD A DISTANCE OF 1322.5 FEET MORE OR LESS, TO THE NORTH LINE OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 34; THENCE EAST ALONG SAID NORTH LINE OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 34 TO THE EAST BOUNDARY LINE OF SECTION 34; THENCE SOUTH ALONG SAID EAST BOUNDARY LINE TO THE POINT OF BEGINNING; EXCEPT PARCEL CONVEYED TO HARVEY KOBEL AS DESCRIBED IN BOOK 727 AT PAGE 71, MORGAN COUNTY RECORDS, COUNTY OF MORGAN, STATE OF COLORADO.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-010.000

Vesting

Legal Description:

A certain tract of land situated lying in the Southeast quarter of the Southeast quarter (SE1/4 SE1/4), of Section 34, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Special Warranty Deed, dated September 30, 2010, from the Secretary of Housing and Urban Development, Washington D. C., to Guy Shay and Dora Lee Shay, recorded under Reception number 864088, in the Register of Deeds records, Morgan County, Colorado, less any conveyances heretofore made.

Tax ID: 1483-340-00-004, R012904

Apparent Record Fee Owner:

Guy Shay and Dora Lee Shay
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Guy Shay and Dora Lee Shay
4001 County Road A
Wiggins, Colorado 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Guy Shay and Dora Lee Shay

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Special Warranty Deed		Grantor:	Secretary of Housing and Urban Development, Washington, D.C.
Instrument Date:	9/30/2010		Grantee:	Guy Shay and Dora Lee Shay
Recorded Date:	10/1/2010		Clerk's File #:	864088
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from July 13, 2004 through July 19, 2019.

Dated:	7/27/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/27/2019	



WARRANTY DEED

Grantor(s), **FRANK H. HUTTO aka FRANK HALL HUTTO aka FRANK HUTTO**, for the consideration of **Two hundred forty-six thousand Seven Hundred Sixty and 00/100** Dollars (\$246,760.00) and other good and valuable consideration, in hand paid, hereby grant, bargain, sell and convey to **PLATT ENERGY HOLDINGS, LLC**, whose legal address is 1247 FACTORY CIRCLE, FT. LUPTON CO 80621, the following real property in the County of Morgan, State of Colorado, Grantee(s), to-wit:

The E1/2NW1/4, SW1/4NW1/4, SW1/4 of Section 35, Township 1 North, Range 60 West of the 6th P.M.

COUNTY OF MORGAN, STATE OF COLORADO.

and commonly known as **VACANT**

TOGETHER with a non-exclusive access easement as hereinafter more particularly described for the joint use of the Grantor and Grantee, their successors and assigns, for ingress and egress access purposes subject to the following conditions:

The Grantor shall provide the initial grading of the area within the described easement. The Grantee shall be responsible for the maintenance of said access easement in accordance with Morgan County Driveway Standards, if any. In the event the access easement is damaged by the Grantor or Grantee, said party shall be responsible for the costs of any necessary repairs to the easement. Neither Grantor nor Grantee shall place any improvement or other obstruction of any kind upon the easement area which would impair or prohibit ingress and egress access over and across the described easement area. The Grantee shall be responsible, at its sole and individual cost, for any public road access or driveway permit to Morgan County Road 4 as may be required by Morgan County Road and Bridge Department and Morgan County Regulations, as well as the cost to establish the necessary driveway transition between the County Road 4 right-of-way and the western boundary of the easement which is legally described below:

Beginning at Northwest Corner of said SW1/4 NW1/4 of Section 35, Township 1 North, Range 60 West of the Sixth Principal Meridian; thence North 00° 33'27" West a distance of 30 feet; thence South 89°55'14" East a distance of 600 feet; thence South 00° 33'27" East a distance of 30 feet; thence North 89° 55'14" West a distance of 600 feet to point of beginning; County of Morgan, State of Colorado.

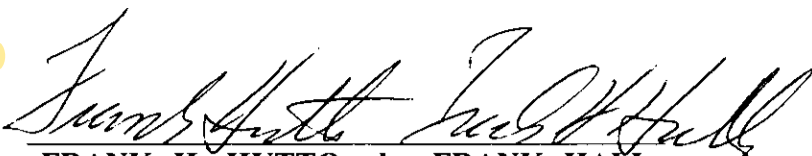
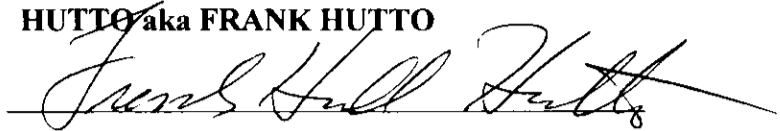
Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said grantor, 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 said grantee, their heirs and assigns forever. And the said Grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, their heirs and assigns, that at the time of the enrolling and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR, A LIEN BUT NOT PAYABLE, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY,

The grantor shall and will WARRANT AND DEFEND the above bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.



Signed this 20th day of October, 2017.

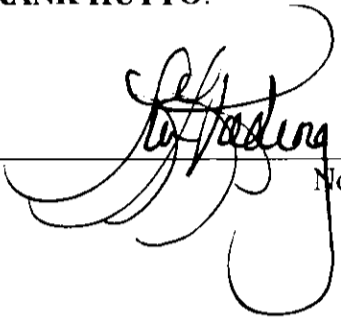

FRANK H. HUTTO aka FRANK HALL
HUTTO aka FRANK HUTTO


STATE OF COLORADO)
)ss.
COUNTY OF **Morgan**)

The foregoing instrument was acknowledged before me, this 20th day of October, 2017 by
FRANK H. HUTTO aka FRANK HALL HUTTO aka FRANK HUTTO.

My commission expires: 6/20/18
Witness my hand and official seal.

LINDA L. REDING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19944009987
MY COMMISSION EXPIRES JUNE 20, 2018



Notary Public

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-011.000

Vesting

Legal Description:

A tract of land situated in the Southwest Quarter (SW4) of Section 35, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed, dated October 20, 2017, from Frank H. Hutto aka Frank Hall Hutto aka Frank Hutto, to Platt Energy Holdings, LLC, recorded in the Morgan County Colorado Register of Deeds records under reception number 908530, recorded October 20, 2017; less and except any conveyances heretofore made.

Tax ID: 1483-350-00-003, R013017

Apparent Record Fee Owner:

Platt Energy Holdings, LLC
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Platt Energy Holdings, LLC
1247 Factory Circle
Ft. Lupton, Colorado 80621

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Platt Energy Holdings, LLC

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Frank H. Hutto aka Frank Hall Hutto aka Frank Hutto
Instrument Date:	10/20/2017		Grantee:	Platt Energy Holdings, LLC
Recorded Date:	10/20/2017		Clerk's File #:	908529
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

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Research conducted from September 21, 2006 through July 19, 2019.

Dated:	7/27/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	8/1/2019	

WARRANTY DEED

Grantor(s), **RONALD S. MILLER and TAMMY MCNITT**, for the consideration of **Four Hundred Thirty Five Thousand and 00/100 Dollars** and other good and valuable consideration, in hand paid, hereby grant, bargain, sell and convey to **CANH THIEU KHUU and HANH HUU TRAN**, whose legal address is 4999 CO RD A, WIGGINS COLORADO 80654, the following real property in the County of Morgan, State of Colorado, Grantee(s), to-wit:

The SE1/4NE1/4 and SE1/4 of Section 35, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, EXCEPT That portion of the SE1/4 of Section 35, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Considering the South line of the SE1/4 of Section 35, Township 1 North, Range 60 West of the 6th P.M., as monumented by a 3/4" diameter rebar with a 3 1/4" diameter aluminum cap, P.L.S. 27289 at the S1/4 corner and at the SE corner of said Section 35, to bear an assumed bearing of N89°45'47"E with all bearings contained herein relative thereto. Beginning at the SE corner of said Section 35; thence along the East line of said SE1/4, N00°22'25"E 868.61 feet; thence N86°20'57"W 393.13 feet; thence S21°26'29"E 960.23 feet to the South line of said SE1/4; thence along said South line N89°45'47"E 35.72 feet to the point of beginning, according to Subdivision Exemption recorded November 6, 2007 at Reception No. 846122.

AND

A tract of land in the NE1/4 of Section 35, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, described as follows: Beginning at a point on the East line of the W1/2NE1/4 of said Section 35, 600 feet North of the SE corner thereof; thence South along the East line of the W1/2NE1/4 of said Section 35, 600 feet to the SE corner of the W1/2NE1/4 of said Section 35; thence West along the centerline of said Section 35, 580 feet; thence Northeasterly 834.5 feet, more or less, to the true point of beginning.

and commonly known as **VACANT**

Together with all water and water rights, well and well rights, including but not limited to three wells, permit #6847-FR, #275199-A, and one unregistered well.

Together with all and singular the 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 said 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 said grantee, their heirs and assigns forever. And the said Grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, their heirs and assigns, that at the time of the ensealing and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR, A LIEN BUT NOT PAYABLE, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY, PATENT RES IN BOOK 32 PAGE 228, BOOK 122 PAGE 69; DITCH RIGHTS OF WAY IN BOOK 1 PAGE 37, BOOK 2 PAGE 43, BOOK 1 PAGE 69; MIN RES IN BOOK 737 PAGE 142, BOOK 737 PAGE 143; ARTICLES OF INC IN SPEC FILE #286; MIN RES IN BOOK 800 PAGE 51; OGL AT REC 871133; LACK OF ACCESS; ENCROACHMENT OF SHELTER ON ADJOINING PROPERTY; UTILITY EXCAVATIONS IN BOOK 821 PAGE 514; BOOK 825 PAGE 656; BOOK 947 PAGE 824.

The grantor shall and will WARRANT AND DEFEND the above bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

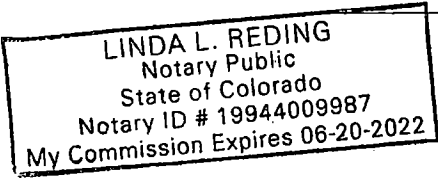
Signed this 14th day of March, 2019.

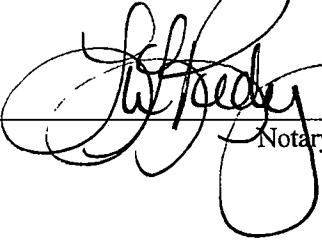

RONALD S. MILLER

STATE OF COLORADO)
)ss.
COUNTY OF **Morgan**)

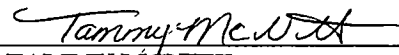
The foregoing instrument was acknowledged before me, this **14th day of March, 2019** by **RONALD S. MILLER**.

Witness my hand and official stamp.





Notary Public

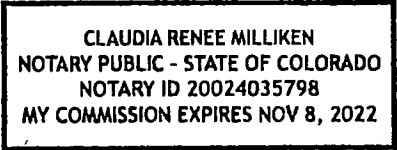


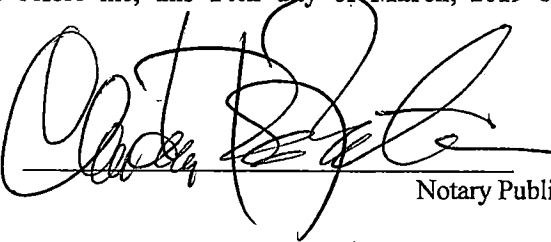
TAMMY MCNITT

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me, this **14th day of March, 2019** by **TAMMY MCNITT**.

My commission expires: 8 NOV 2022
Witness my hand and official stamp.





Notary Public

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-012.000

Vesting

Legal Description:

A tract of land situated in the SE1/4 NE1/4, part of the SE1/4 and part of the NE/4 of Section 35,Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, EXCEPT those portions more particularly described by metes and bounds, more particularly described in Warranty Deed, dated March 14, 2019, from Ronald S. Miller and Tammy McNitt to Canh Thieu Khuu and Hanh Huu Tran, recorded under Reception number 917391, in the Register of Deeds records, Morgan County, Colorado less and except any conveyances heretofore made.

Tax ID: R012985, 1483-350-00-004

Apparent Record Fee Owner:

Canh Thieu Khuu and Hanh Huu Tran
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Canh Thieu Khuu and Hanh Huu Tran
4999 County Road A
Wiggins, Colorado 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Canh Thieu Khuu and Hanh Huu Tran

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Ronald S. Miller and Tammy McNitt
Instrument Date:	3/14/2019		Grantee:	Canh Thieu Khuu and Hanh Huu Tran
Recorded Date:	3/19/2019		Clerk's File #:	917391
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

Document Searched

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from August 08, 2007 through July 19, 2019.

Dated:	7/27/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/27/2019	

Re 2nd

WARRANTY DEED

Grantor(s), **RONALD S. MILLER and TAMMY MCNITT**, for the consideration of **Four Hundred Thousand and 00/100 Dollars** and other good and valuable consideration, in hand paid, hereby grant, bargain, sell and convey to **CANH THIEU KHUU and HANH HUU TRAN**, whose legal address is 4999 CO RD A, WIGGINS, CO 80654, the following real property in the County of Morgan, State of Colorado, Grantee(s), to-wit:

That portion of the SE1/4 of Section 35, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Considering the South line of the SE1/4 of Section 35, Township 1 North, Range 60 West of the 6th P.M., as monumented by a 3/4" diameter rebar with a 3 1/4" diameter aluminum cap, P.L.S. 27289 at the S1/4 corner and at the SE corner of said Section 35, to bear an assumed bearing of N89°45'47"E with all bearings contained herein relative thereto. Beginning at the SE corner of said Section 35; thence along the East line of said SE1/4, N00°22'25"E 868.61 feet; thence N86°20'57"W 393.13 feet; thence S21°26'29"E 960.23 feet to the South line of said SE1/4; thence along said South line N89°45'47"E 35.72 feet to the point of beginning, according to Subdivision Exemption recorded November 6, 2007 at Reception No. 846122.

and commonly known as **4999 COUNTY ROAD A, WIGGINS, COLORADO, 80654**

Together with all water and water rights, well and well rights, including but not limited to three wells, permit #6847-FR, #275199-A, and one unregistered well.

Together with all and singular the 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 said 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 said grantee, their heirs and assigns forever. And the said Grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, their heirs and assigns, that at the time of the ensealing and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR, A LIEN BUT NOT PAYABLE, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY, PATENT RES IN BOOK 32 PAGE 228, BOOK 122 PAGE 69; DITCH RIGHTS OF WAY IN BOOK 1 PAGE 37, BOOK 2 PAGE 43, BOOK 1 PAGE 69; MIN RES IN BOOK 737 PAGE 142, BOOK 737 PAGE 143; ARTICLES OF INC IN SPEC FILE #286; MIN RES IN BOOK 800 PAGE 51; OGL AT REC 871133; LACK OF ACCESS; ENCROACHMENT OF SHELTER ON ADJOINING PROPERTY; UTILITY EXCAVATIONS IN BOOK 821 PAGE 514; BOOK 825 PAGE 656; BOOK 947 PAGE 824.

The grantor shall and will WARRANT AND DEFEND the above bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Signed this 14th day of March, 2019.


RONALD S. MILLER

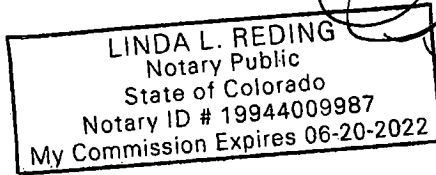


Tammy McNitt
TAMMY MCNITT

STATE OF COLORADO)
)ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me, this **14th day of March, 2019** by **RONALD S. MILLER**.

My commission expires: 6/20/22
Witness my hand and official stamp.

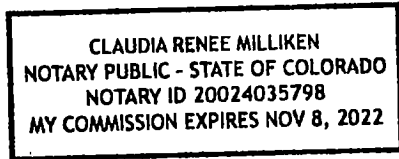


[Signature]
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me, this **14th day of March, 2019** by **TAMMY MCNITT**.

My commission expires: 8/11/2022
Witness my hand and official stamp.



[Signature]
Notary Public

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-013.000

Vesting

Legal Description:

A tract of land situated in a portion of the SE1/4 of Section 35, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in metes and bounds, more particularly described in Warranty Deed, dated March 14, 2019, from Ronald S. Miller and Tammy McNitt, to Canh Thieu Khuu and Hanh Huu Tran, recorded under Reception number 917389, in the Register of Deeds, Morgan County, Colorado, records less and except any conveyances heretofore made.

Tax ID: R019976, 1483-350-00-005

Apparent Record Fee Owner:

Canh Thieu Khuu and Hanh Huu Tran
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Canh Thieu Khuu and Hanh Huu Tran
4999 County Road A
Wiggins, CO 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Canh Thieu Khuu and Hanh Huu Tran

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Ronald S. Miller and Tammy McNitt
Instrument Date:	3/14/2019		Grantee:	Canh Thieu Khuu and Hanh Huu Tran
Recorded Date:	3/19/2019		Clerk's File #:	917389
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from August 10, 2007 through July 19, 2019.

Dated:	7/27/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/27/2019	

March 3, 1875.

CHAP. 139.—An act to enable the people of Colorado to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the inhabitants of the Territory of Colorado included in the boundaries hereinafter designated be, and they are hereby, authorized to form for themselves, out of said Territory, a State government, with the name of the State of Colorado; which State, when formed, shall be admitted into the Union upon an equal footing with the original States in all respects whatsoever, as hereinafter provided.

Boundaries.

SEC. 2. That the said State of Colorado shall consist of all the territory included within the following boundaries, to wit: Commencing on the thirty-seventh parallel of north latitude where the twenty-fifth meridian of longitude west from Washington crosses the same; thence north, on said meridian, to the forty-first parallel of north latitude; thence along said parallel west to the thirty-second meridian of longitude west from Washington; thence south on said meridian, to the thirty-seventh parallel of north latitude; thence along said thirty-seventh parallel of north latitude, to the place of beginning.

Who may vote at first election.

SEC. 3. That all persons qualified by law to vote for representatives to the general assembly of said Territory, at the date of the passage of this act, shall be qualified to be elected, and they are hereby authorized to vote for and choose representatives to form a convention under such rules and regulations as the governor of said Territory, the chief justice, and the United States attorney thereof may prescribe; and also to vote upon the acceptance or rejection of such constitution as may be formed by said convention, under such rules and regulations as said convention may prescribe; and the aforesaid representatives to form the aforesaid

Apportionment of representatives.

convention shall be apportioned among the several counties in said Territory in proportion to the vote polled in each of said counties at the last general election as near as may be; and said apportionment shall be made for said Territory by the governor, United States district attorney, and chief justice thereof, or any two of them; and the governor of said Territory shall, by proclamation, order an election of the representatives aforesaid to be held throughout the Territory at such time as shall be fixed by the governor, chief justice, and United States attorney, or any two of them, which proclamation shall be issued within ninety days next after the first day of September, eighteen hundred and seventy-five, and at least thirty days prior to the time of said election; and such election shall be conducted in the same manner as is prescribed by the laws of said Territory regulating elections therein for members of the house of representatives; and the number of members to said convention shall be the same as now constitutes both branches of the legislature of the aforesaid Territory.

Time of first election, &c.

Meeting of convention to form State constitution.

SEC. 4. That the members of the convention thus elected shall meet at the capital of said Territory, on a day to be fixed by said governor, chief justice, and United States attorney, not more than sixty days subsequent to the day of election; which time of meeting shall be contained in the aforesaid proclamation mentioned in the third section of this act, and, after organization, shall declare, on behalf of the people of said Territory, that they adopt the Constitution of the United States; whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said Territory: *Provided*, That the constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except Indians not taxed, and not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence: *And provided further*, That said convention shall provide, by an ordinance irrevocable without the consent of the United States and the people of said State, first, that perfect toleration of religious sentiment shall be secured, and no inhabitant of said State shall ever be molested,

No distinction on account of race, color, &c.

Religious toleration.

in person or property, on account of his or her mode of religious worship; secondly, that the people inhabiting said Territory do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within said Territory, and that the same shall be and remain at the sole and entire disposition of the United States, and that the lands belonging to citizens of the United States residing without the said State shall never be taxed higher than the lands belonging to residents thereof, and that no taxes shall be imposed by the State on lands or property therein belonging to, or which may hereafter be purchased by the United States.

Unappropriated
public lands.

Taxes.

SEC. 5. That in case the constitution and State government shall be formed for the people of said Territory of Colorado, in compliance with the provisions of this act, said convention forming the same shall provide, by ordinance, for submitting said constitution to the people of said State for their ratification or rejection, at an election, to be held at such time, in the month of July, eighteen hundred and seventy-six, and at such places and under such regulations as may be prescribed by said convention, at which election the lawful voters of said new State shall vote directly for or against the proposed constitution; and the returns of said election shall be made to the acting governor of the Territory, who, with the chief justice and United States attorney of said Territory, or any two of them, shall canvass the same; and if a majority of legal votes shall be cast for said constitution in said proposed State, the said acting governor shall certify the same to the President of the United States, together with a copy of said constitution and ordinances; whereupon it shall be the duty of the President of the United States to issue his proclamation declaring the State admitted into the Union on an equal footing with the original States, without any further action whatever on the part of Congress.

Constitution to
be submitted to
popular vote.

Voting and re-
turns.

SEC. 6. That until the next general census said State shall be entitled to one Representative in the House of Representatives of the United States, which Representative, together with the governor and State and other officers provided for in said constitution, shall be elected on a day subsequent to the adoption of the constitution, and to be fixed by said constitutional convention; and until said State officers are elected and qualified under the provisions of the constitution, the territorial officers shall continue to discharge the duties of their respective offices.

Representative
in Congress.

SEC. 7. That sections numbered sixteen and thirty-six in every township, and where such sections have been sold or otherwise disposed of by any act of Congress, other lands, equivalent thereto, in legal subdivisions of not more than one quarter-section, and as contiguous as may be, are hereby granted to said State for the support of common schools.

School lands.

SEC. 8. That, provided the State of Colorado shall be admitted into the Union in accordance with the foregoing provisions of this act, fifty entire sections of the unappropriated public lands within said State, to be selected and located by direction of the legislature thereof, and with the approval of the President, on or before the first day of January, eighteen hundred and seventy-eight, shall be, and are hereby, granted, in legal subdivisions of not less than one quarter-section, to said State for the purpose of erecting public buildings at the capital of said State for legislative and judicial purposes, in such manner as the legislature shall prescribe.

Land for public
buildings.

SEC. 9. That fifty other entire sections of land as aforesaid, to be selected and located with the approval as aforesaid, in legal subdivisions as aforesaid, shall be, and they are hereby, granted to said State for the purpose of erecting a suitable building for a penitentiary or State prison in the manner aforesaid.

Penitentiary.

SEC. 10. That seventy-two other sections of land shall be set apart and reserved for the use and support of a State university, to be selected and approved in manner as aforesaid, and to be appropriated and applied as the legislature of said State may prescribe for the purpose named and for no other purpose.

State university

- Salt-springs. SEC. 11. That all salt-springs within said State, not exceeding twelve in number, with six sections of land adjoining, and as contiguous as may be to each, shall be granted to said State for its use, the said land to be selected by the governor of said State within two years after the admission of the State, and when so selected to be used and disposed of on such terms, conditions, and regulations as the legislature shall direct: *Provided*, That no salt-spring or lands the right whereof is now vested in any individual or individuals, or which hereafter shall be confirmed or adjudged to any individual or individuals, shall by this act be granted to said State.
- Proviso. SEC. 12. That five per centum of the proceeds of the sales of agricultural public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making such internal improvements within said State as the legislature thereof may direct: *Provided*, That this section shall not apply to any lands disposed of under the homestead-laws of the United States, or to any lands now or hereafter reserved for public or other uses.
- Five per cent. of sales of public lands for internal improvements. SEC. 13. That any balance of the appropriations for the legislative expenses of said Territory of Colorado remaining unexpended shall be applied to and used for defraying the expenses of said convention, and for the payment of the members thereof, under the same rules and regulations and rates as are now provided by law for the payment of the territorial legislature.
- Proviso. SEC. 14. That the two sections of land in each township herein granted for the support of common schools shall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school-fund, the interest of which to be expended in the support of common schools.
- Unexpended balances of appropriations. SEC. 15. That all mineral-lands shall be excepted from the operation and grants of this act.
- School-fund. Approved, March 3, 1875.
- Mineral lands.

March 3, 1875.

CHAP. 140.—An act to establish the boundary-line between the State of Arkansas and the Indian country.

- Boundary-line between Arkansas and the Indian country. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the boundary-line between the State of Arkansas and the Indian country, as originally surveyed and marked, and upon which the lines of the surveys of the public lands in the State of Arkansas were closed, be, and the same is hereby, declared to be the permanent boundary-line between the said State of Arkansas and the Indian country.
- Boundary-line to be retraced, &c. SEC. 2. That the Secretary of the Interior shall, as soon as practicable, cause the boundary-line, as fixed in the foregoing section, to be retraced and marked in a distinct and permanent manner; and if the original line, when retraced, shall be found to differ in any respect from what the boundary-line would be if run in accordance with the provisions of the treaties establishing the eastern boundary-line of the Choctaw and Cherokee Nations, then the surveyors shall note such variations and compute the area of the land which in that case would be taken from the State of Arkansas or the Indian country, as the case may be; and the Secretary of the Interior shall also cause any monuments set up in any former survey indicating any line at variance with the survey provided for in this act to be obliterated.
- Variations to be noted, &c. Approved, March 3, 1875.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-014.000

Vesting

Legal Description:

A tract of land situated in the West Half (W1/2) of Section 36, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in the Statehood Act, dated March3, 1875; less and except any conveyances heretofore made.

Tax ID: R802912, 1483-360-00-900

Apparent Record Fee Owner:

State of Colorado
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

State of Colorado Board of Land Commissioners
1313 Sherman St - RM 620
Denver, Colorado 80203

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

State of Colorado

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Colorado Statehood Act - 18- Statue 474	Grantor:	Senate and House of Representatives of the United States of America
Instrument Date:	3/3/1875	Grantee:	State of Colorado
Recorded Date:	3/3/1875	Clerk's File #:	
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

The Register of Deeds records did not have any recorded documents vesting the State of Colorado in ownership. The Tax Assessor did not either. This abstractor was told there had been a flood and the early records were lost.
A CORA request was filed with the Colorado State Land Board for any documentation they had that vested the State of Colorado with ownership.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County State of Colorado Board of Land Commissioners and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from March 02, 1875 through July 29, 2019.

Dated:	7/31/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	



QUIT CLAIM DEED

THIS DEED is made this 31st day of December 2007, between **RUTH MIDCAP, WAYNE MIDCAP, FRED C. MIDCAP, MICHAEL MIDCAP, MITCHELL MIDCAP TRUST and FRED N. MIDCAP**, Grantors, to **LONGVIEW FARMS, LLC**, whose address is 5143 MCR 3, Wiggins CO 80654, Grantee.

WITNESSETH, that the Grantors, for and in consideration of Ten Dollars and other good and valuable consideration, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantors have in and to the real property, together with improvements, if any, situate, lying and being in the County of Morgan, State of Colorado, described as follows:

See Exhibit A attached hereto and made a part hereof by incorporation.

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 Grantors, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever. 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 Grantors have executed this deed on the date set forth above.

Ruth Midcap
Ruth Midcap

Wayne C. Midcap
Wayne Midcap

Fred C. Midcap
Fred C. Midcap

Michael R. Midcap
Michael Midcap

Mitchell Midcap Trust

Fred N. Midcap
Fred N. Midcap

By: Mitchell Midcap
Mitchell Midcap, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 31st day of December 2007, by Ruth Midcap, Wayne Midcap, Fred C. Midcap, Michael Midcap, Mitchell Midcap Trust and Fred N. Midcap.

WITNESS my hand and official seal.
My commission expires: 6/1/08

Susan E. Lopez
Notary Public

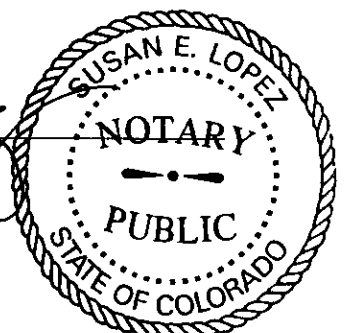


EXHIBIT A

Township 1 South, Range 60 West of the 6th P.M., Adams County, Colorado

Section 1: S $\frac{1}{2}$ N $\frac{1}{2}$

Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado

Section 4: Lots 3 and 4 (N $\frac{1}{2}$ NW $\frac{1}{4}$); S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ and SE $\frac{1}{4}$ except that portion deeded to the Highway Department, State of Colorado, in Book 662 at page 101 of the records of the Clerk and Recorder of Morgan County, Colorado.

Section 27: NE $\frac{1}{4}$; NW $\frac{1}{4}$; SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 28: N $\frac{1}{2}$; SE $\frac{1}{4}$ except that parcel conveyed to the United States of America in Book 474 at page 133, and except a parcel described in Book 916 at page 582 all of the records of the Clerk and Recorder of Morgan County, Colorado

Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 36: E $\frac{1}{2}$

Township 2 North, Range 60 West of the 6th P.M., Morgan County, Colorado

Section 22: SW $\frac{1}{4}$

Section 27: NE $\frac{1}{4}$; W $\frac{1}{2}$ except that parcel described in Book 792 at page 263 of the records of the Clerk and Recorder of Morgan County, Colorado.

Section 33: SE $\frac{1}{4}$; NE $\frac{1}{4}$

Section 34: NW $\frac{1}{4}$; SW $\frac{1}{4}$

TOGETHER with water and water rights appurtenant thereto, including, but not limited to, all irrigation, domestic and livestock wells located thereto.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-015.000

Vesting

Legal Description:

A tract of land situated in the E/2 of Section 36, Township 1 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described in Quit Claim Deed, dated December 31, 2007, from Ruth Midcap, Wayne Midcap, Fred C. Midcap, Michael Midcap, Mitchell Midcap Trust, and Fred C. Midcap, to Longview Farms, LLC, recorded in the Morgan County, Colorado Register of Deeds records, under reception number 846978, recorded December 31, 2007; less and except any conveyances heretofore made.

Tax ID: 1483-360-00-001, R013007

Apparent Record Fee Owner:

Longview Farms, LLC
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Longview Farms, LLC
5143 County Road 3
Wiggins, Colorado 80654

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Longview Farms, LLC

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Quit Claim Deed		Grantor:	Ruth Midcap, as Trustee of the Marital Trust under the Last Will and Testament of Fred H. Midcap aka F. H. Midcap, and Ruth Midcap, as Trustee of the Residuary Trust under the Last Will and Testament of Fred H. Midcap, a/k/a F. H. Midcap, for the benefit of Fred C. Midcap, Wayne Allen Midcap, Michael Midcap, and Mitchell Midcap
Instrument Date:	1/3/1989		Grantee:	Midcap Farms
Recorded Date:	6/1/1989		Clerk's File #:	714487
Volume or Book:	913		Page Number:	183

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from May 24, 1984 through July 19, 2019.

Dated:	7/27/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	

Recorded at _____
Reception No. _____

785017 05/22/2000 03:48P B1070 P984 F. JOHNSON
1 of 1 R 5.00 D 0.00 Morgan County, CO

WARRANTY DEED

Grantor(s),

Earl W. Linnebur and Helen F. Linnebur,

as Tenants in Common

whose address is 46267 Weld County Road 4 , Roggen ,

*County of Weld , State of Colorado 80652

for the consideration of

-- Ten Dollars and other valuable considerations --

dollars

in hand paid, hereby sell(s) and convey(s) to:

Anthony W. Linnebur

whose legal address is 46301 Weld County Road 4 , Roggen ,

County of Weld , and State of Colorado 80652

the following real property in the County of Morgan , and State of Colorado to wit:

Lots 1, 2, 3 and 4 (also known as the W1/2W1/2), E1/2W1/2 and the E1/2 of Section 31, Township 1 North,
Range 59 West of the 6th P.M.,

County of Morgan,
State of Colorado

also known by street and number as See Legal Description

with all its appurtenances, and warrant(s) the title to the same, subject to

general taxes for 2000 and subsequent years, and except easements, rights-of-way,
restrictive covenants and reservations of record, if any, and notices concerning
underground facilities that have been filed with the Morgan County Clerk and Recorder.

Signed this 12th day of May , 2000

Earl W. Linnebur
Earl W. Linnebur
Helen F. Linnebur
Helen F. Linnebur,

As Tenants In Common

STATE OF COLORADO

County of MORGAN

} ss.

The foregoing instrument was acknowledged before me this 12th day of MAY , 2000 .

by Earl W. Linnebur

and Helen F. Linnebur,

As Tenants In Common

My commission expires October 15, 2001

. Witness my hand and official seal

Rene P. Wilson
Notary Public

Name and Address of Person Creating Newly Created Legal Description

Return to
Tremendous Realty
811 West Platte Ave
Fort Morgan, CO 80701

CO-MO-016.000

Recp #785017 Bk 1070 Pg 984 5/12/2000 5/22/2000

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-016.000

Vesting

Legal Description:

A tract of land situated in Lots 1, 2, 3 and 4 (also known as the W/2 W/2), E/2 W/2 and the E/2 of Section 31, Township 1 North, Range 59 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed, dated May 12, 2000, from Earl W. Linnebur and Helen F. Linnebur, as Tenants in Common to Anthony W. Linnebur, recorded under Reception number785017, Book 1070, Page 984, Register of Deeds, Morgan County, Colorado, less any conveyances heretofore made.

Tax ID: R012993, 1485-310-00-001

Apparent Record Fee Owner:

Anthony W. Linnebur
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Anthony W. Linnebur
46301 Weld County Road 4
Roggen, Colorado 80652

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Anthony W. Linnebur

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Earl W. Linnebur and Helen F. Linnebur, as Tenants in Common
Instrument Date:	5/12/2000		Grantee:	Anthony W. Linnebur
Recorded Date:	5/22/2000		Clerk's File #:	785017
Volume or Book:	1070		Page Number:	984

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from May 12, 2000 through July 26, 2019.

Dated:	7/24/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	

WARRANTY DEED

THIS DEED, Made this 8th day of May

19 95, between Michael S. Hawkins

of the * County of Morgan
State of Colorado, grantor, and Freund Investments, LLC

a limited liability company ~~3220162000~~ organized and
existing under and by virtue of the laws of the State of Colorado, grantee: whose legal address is
15460 East Batavia Drive, Aurora, CO 80011

WITNESSETH, That the grantor, for and in consideration of the sum of ten dollars and other good and
valuable consideration ~~10000000~~
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, its successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and
being in the County of Morgan and State of Colorado, described as follows:

All of Section 29; E1/2SE1/4 of Section 30; W1/2, NE1/4, W1/2SE1/4 of
Section 32, All in Township 1 North, Range 59 West of the 6th P.M.

Together with all minerals and mineral rights; any and all water and water
rights appurtenant to the property and owned by grantor, including, but not
limited to the following: see attached Exhibit A

also known by street and number as: vacant land

TOGETHER with all and singular the 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 the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns
forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, its successors
and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect,
absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey
the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except for those items listed on Exhibit B

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee,
its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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 deed on the date set forth above.

Michael S. Hawkins

Michael S. Hawkins

STATE OF COLORADO,
County of

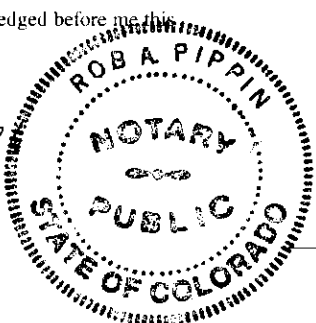
ss.

The foregoing instrument was acknowledged before me this
by Michael S. Hawkins

My commission expires

3-15-97

WITNESS my hand and official seal.



7th day of May 8, 1995
[Signature]
Notary Public

*If in Denver, insert "City and."

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

EXHIBIT A

WATER RIGHTS

Section 32, Township 1 North, Range 59 West, Morgan County, Div. 1, Distr. 1

Name: Baseline Reservoir
Stream Name: Deer Trail Creek
Use: Irrigation
Adjudication Type: Supplemental/Conditional
Decreed Amount: 216.5 cfs
Adjudication Date: 1/15/1914
Prior Adjudication: 11/21/1895
Appropriation Date: 1/28/1908
Case # 2142

Name: D T Ditch
Stream Name: Deer Trail Creek
Use: Irrigation
Adjudication Type: Supplemental
Decreed Amount: 71.72 cfs
Adjudication Date 1/15/1914
Prior Adjudication: 11/21/1895
Appropriation Date: 1/28/1908
Case # 2142

Name: Baseline Res. Outlet Ditch
Stream Name: Deer Trail Creek
Use: Irrigation
Adjudication Type: Supplemental/Conditional
Decreed Amount: 44 cfs
Adjudication Date: 1/5/1914
Prior Adjudication: 11/21/1895
Appropriation Date: 1/28/1908
Case # 2142

EXHIBIT B

1. Reservation of right of the proprietor of any penetrating vein or lode to extract his ore, in U.S. Patents recorded April 29, 1892 in Book 32 at page 244 (W1/2NE1/4, E1/2NW1/4 29-1-59); February 2, 1893 in Book 32 at page 279 (SE1/4NE1/4, E1/2SE1/4 29; NE1/4NE1/4 32-1-59); February 2, 1893 in Book 32 at page 280 (NE1/4NE1/4 29-1-59); February 2, 1893 in Book 32 at page 281 (S1/2NE1/4, W1/2SE1/4 32-1-59).
2. Reservation of right of way for ditches or canals constructed by the authority of the United States, in U.S. Patents recorded April 29, 1892 in Book 32 at page 244 (W1/2NE1/4, E1/2NW1/4 29-1-59); November 20, 1912 in Book 82 at page 250 (W1/2NW1/4 29-1-59); May 23, 1913 in Book 82 at page 307 (E1/2SW1/4, W1/2SE1/4 29; E1/2NW1/4, NW1/4NE1/4 32-1-59); February 2, 1914 in Book 44 at page 308 (W1/2SW1/4 29; W1/2NW1/4 32-1-59); December 19, 1918 in Book 122 at page 382 (S1/2SE1/4 30-1-59); June 6, 1950 in Book 477 at page 452 (N1/2SE1/4 30-1-59); and July 28, 1911 in Book 82 at page 88 (SW1/4 32-1-59).
3. Right of way for road purposes as specified in that road petition recorded August 8, 1918 in Book 73 at page 105, said road to be not less than 60 feet in width.
4. West Reservoir and Outlet Ditch and rights of way therefor, as evidenced in Map and Statement filed October 28, 1918 in Map Book 3 at page 21.
5. Graham Ditch and Reservoir System and rights of way therefor, as evidenced by Map and Statement filed August 20, 1907 in Map Book 1 at page 21.
6. D.T. Reservoir No. 3 and rights of way therefor, as evidenced by Map and Statement filed March 1, 1910 in Map Book 2 at page 18.
7. D.T. Ditch No. 2 and rights of way therefor, as evidenced by Map and Statement filed March 1, 1910 in Map Book 2 at page 18.
8. Bloomfield Ditch and rights of way therefor, as evidenced by instrument recorded April 22, 1887 in Book 4 at page 332.
9. Easement and right of way for the construction of a certain seepage and irrigation ditches and reservoirs together with all necessary intake and outlet ditches therefor and tiling privileges, now known as the D.T. Ditch, the Base Line Reservoir, the amended map and statement of the D.T. Ditch and Base Line Reservoir, as granted to The D.T. Live Stock Company, a corporation by Henry Schaefer in instrument recorded May 23, 1913 in Book 81 at page 580, said easement to be over all lands owned by said Company in Secs. 29 and 32, Twp. 1N., Range 59 W. 6th P.M.

EXHIBIT B - Continued

10. Moore Ditch and Reservoir Company and rights of way therefor, as evidenced by Articles of Incorporation filed April 22, 1907 in File #304.
11. D.T. Ditch and Base Line Reservoir (Amended) and rights of way therefor, as evidenced by Map and Statement filed November 23, 1909 in Map Book 2 at page 8.
12. Baseline Reservoir and rights of way therefor, as evidenced by Map and Statement filed October 26, 1908 in Map Book 1 at page 65.
13. Enlarged Baseline Reservoir and rights of way therefor, as evidenced by Map and Statement filed April 30, 1910 in Map Book 2 at page 22.
14. Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general Public, which exist, have existed, or are claimed to exist in and over the water and present and past bed and banks of Muddy Creek.
15. Easement and right of way for the transmission, distribution, or both, of electricity and for the transmission of communication signals, together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles and other supports of whatever materials, together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices and appurtenances used or useful in connection therewith, and full right and authority to out, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises, as granted to Public Service Company of Colorado by Alvin L. Wilken, in instrument recorded January 24, 1979 in Book 788 at page 669, said easement to be over the East 225 feet of Section 29 and the East 225 feet of the NE1/4 of Section 32, all in Township 1 North, Range 59 West of the 6th P.M.

EXHIBIT B - Continued

16. All coal in the lands so granted, and to it, or persons authorized by it, the right to prospect for, mine and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of March 3, 1909 - 35 Stat., 844, as reserved by the United States of America in Patent to Henry H. Schafer, recorded May 23, 1913 in Book 82 at page 307, and any and all assignments thereof or interests therein. (E1/2SW1/4, W1/2SE1/4 29; E1/2NW1/4, NW1/4NE1/4 32-1-59).
17. Undivided 1/2 interest in all oil, gas and other mineral rights, as conveyed by Clara E. Schaefer and Conrad E. Schaefer in Mineral Deed to Plains Exploration Company, recorded May 17, 1955 in Book 551 at page 362, and any and all assignments thereof or interests therein. (S1/2 29-1-59).
18. Undivided 1/2 interest in all oil, gas and other mineral rights owned by the grantors herein in, on or under said land together with the right of ingress and egress thereto and therefrom for the purpose of exploring, mining, removing said minerals provided, however, that after 20 years from date hereof, the grantee, his heirs and assigns, shall have the sole right in his own name to execute and deliver any and all oil, gas or other mineral leases covering the grantors' proportion in oil, gas or other minerals that may be reserved unto them herein; grantors, however, shall in all instances receive their proportionate share of all bonuses, delay rentals, lease monies of any nature and any overriding royalties with respect to their mineral interests specifically reserved by them in this deed, as reserved by Conrad E. Schaefer, Joy S. Henry and Kathryne S. Marr in Deed to Andrew Blake, dated January 1, 1968, recorded May 29, 1968 in Book 708 at page 324, and any and all assignments thereof or interests therein. (sec., 29; E1/2SE1/4 30; N1/2, SW1/4, W1/2SE1/4 32-1-59).
19. Undivided 1/2 interest in all oil, gas and other mineral rights owned by seller for a period of 20 years, as reserved by Harold V. Calhoun a/k/a Harold Calhoun in Deed to Toney Dowlen and Helen Dowlen, dated June 21, 1978, recorded January 3, 1979 in Book 788 at page 84, and any and all assignments thereof or interests therein.
20. Security interest under the Uniform Commercial Code affecting the subject property, notice of which is given by Financing Statement from Michael S. Hawkins, debtor, to Federal Land Bank of Wichita, secured party, recorded February 17, 1988 in Book 900 at page 91. Continuation Statement recorded February 2, 1993 in Book 951 at page 461.

EXHIBIT B - Continued

21. Deed of Trust from: Michael S. Hawkins to the Public
for the use of: Trustee of Morgan County
to secure: The Federal Land Bank of Wichita
dated: \$170,000.00
recorded: February 9, 1988
February 17, 1988 in Book 900 at
page 92

NOTE: The following notices pursuant to C.R.S. 9-1.B-103 concerning
underground facilities have been filed with the Clerk and Recorder.
These statements are general and do not necessarily give notice of
underground facilities within the subject property:

- (a) Morgan County Rural Electric Association, recorded January 22, 1982 in Book 828 at page 656.
- (b) Wiggins Telephone Association, recorded October 9, 1992 in Book 947 at page 824.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-017.000

Vesting

Legal Description:

A tract of land situated, in the West half (W1/2), Northeast (NE1/4), West Half of the Southeast Quarter (W1/2SE1/4) of Section 32, in Township 1 North, Range 59 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed, dated May 8th, 1995, from Michael S. Hawkins to Freund Investments, LLC, a limited liability company, recorded in the Register of Deeds records in Morgan County, Colorado, recorded under reception number 748941, Book 981, Page 557, recorded May 31st, 1995; less any conveyances heretofore made.

Tax ID: R012875, 1485-320-00-001

Apparent Record Fee Owner:

Freund Investments, LLC
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Freund Investments, LLC
15460 E Batavia Dr
Aurora, CO 80011

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Freund Investments, LLC, a limited liability company

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Michael S. Hawkins
Instrument Date:	5/8/1995		Grantee:	Freund Investments, LLC, a limited liability company
Recorded Date:	5/31/1995		Clerk's File #:	748941
Volume or Book:	981		Page Number:	557

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from May 31, 1985 through July 19, 2019.

Dated:	7/24/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/24/2019	

March 3, 1875.

CHAP. 139.—An act to enable the people of Colorado to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the inhabitants of the Territory of Colorado included in the boundaries hereinafter designated be, and they are hereby, authorized to form for themselves, out of said Territory, a State government, with the name of the State of Colorado; which State, when formed, shall be admitted into the Union upon an equal footing with the original States in all respects whatsoever, as hereinafter provided.

Boundaries.

SEC. 2. That the said State of Colorado shall consist of all the territory included within the following boundaries, to wit: Commencing on the thirty-seventh parallel of north latitude where the twenty-fifth meridian of longitude west from Washington crosses the same; thence north, on said meridian, to the forty-first parallel of north latitude; thence along said parallel west to the thirty-second meridian of longitude west from Washington; thence south on said meridian, to the thirty-seventh parallel of north latitude; thence along said thirty-seventh parallel of north latitude, to the place of beginning.

Who may vote at first election.

SEC. 3. That all persons qualified by law to vote for representatives to the general assembly of said Territory, at the date of the passage of this act, shall be qualified to be elected, and they are hereby authorized to vote for and choose representatives to form a convention under such rules and regulations as the governor of said Territory, the chief justice, and the United States attorney thereof may prescribe; and also to vote upon the acceptance or rejection of such constitution as may be formed by said convention, under such rules and regulations as said convention may prescribe; and the aforesaid representatives to form the aforesaid convention shall be apportioned among the several counties in said Territory in proportion to the vote polled in each of said counties at the last general election as near as may be; and said apportionment shall be made for said Territory by the governor, United States district attorney, and chief justice thereof, or any two of them; and the governor of said Territory shall, by proclamation, order an election of the representatives aforesaid to be held throughout the Territory at such time as shall be fixed by the governor, chief justice, and United States attorney, or any two of them, which proclamation shall be issued within ninety days next after the first day of September, eighteen hundred and seventy-five, and at least thirty days prior to the time of said election; and such election shall be conducted in the same manner as is prescribed by the laws of said Territory regulating elections therein for members of the house of representatives; and the number of members to said convention shall be the same as now constitutes both branches of the legislature of the aforesaid Territory.

Apportionment of representatives.

Time of first election, &c.

Meeting of convention to form State constitution.

No distinction on account of race, color, &c.

Religious toleration.

SEC. 4. That the members of the convention thus elected shall meet at the capital of said Territory, on a day to be fixed by said governor, chief justice, and United States attorney, not more than sixty days subsequent to the day of election; which time of meeting shall be contained in the aforesaid proclamation mentioned in the third section of this act, and, after organization, shall declare, on behalf of the people of said Territory, that they adopt the Constitution of the United States; whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said Territory: *Provided*, That the constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except Indians not taxed, and not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence: *And provided further*, That said convention shall provide, by an ordinance irrevocable without the consent of the United States and the people of said State, first, that perfect toleration of religious sentiment shall be secured, and no inhabitant of said State shall ever be molested,

in person or property, on account of his or her mode of religious worship; secondly, that the people inhabiting said Territory do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within said Territory, and that the same shall be and remain at the sole and entire disposition of the United States, and that the lands belonging to citizens of the United States residing without the said State shall never be taxed higher than the lands belonging to residents thereof, and that no taxes shall be imposed by the State on lands or property therein belonging to, or which may hereafter be purchased by the United States.

Unappropriated
public lands.

Taxes.

SEC. 5. That in case the constitution and State government shall be formed for the people of said Territory of Colorado, in compliance with the provisions of this act, said convention forming the same shall provide, by ordinance, for submitting said constitution to the people of said State for their ratification or rejection, at an election, to be held at such time, in the month of July, eighteen hundred and seventy-six, and at such places and under such regulations as may be prescribed by said convention, at which election the lawful voters of said new State shall vote directly for or against the proposed constitution; and the returns of said election shall be made to the acting governor of the Territory, who, with the chief justice and United States attorney of said Territory, or any two of them, shall canvass the same; and if a majority of legal votes shall be cast for said constitution in said proposed State, the said acting governor shall certify the same to the President of the United States, together with a copy of said constitution and ordinances; whereupon it shall be the duty of the President of the United States to issue his proclamation declaring the State admitted into the Union on an equal footing with the original States, without any further action whatever on the part of Congress.

Constitution to
be submitted to
popular vote.

Voting and re-
turns.

SEC. 6. That until the next general census said State shall be entitled to one Representative in the House of Representatives of the United States, which Representative, together with the governor and State and other officers provided for in said constitution, shall be elected on a day subsequent to the adoption of the constitution, and to be fixed by said constitutional convention; and until said State officers are elected and qualified under the provisions of the constitution, the territorial officers shall continue to discharge the duties of their respective offices.

Representative
in Congress.

SEC. 7. That sections numbered sixteen and thirty-six in every township, and where such sections have been sold or otherwise disposed of by any act of Congress, other lands, equivalent thereto, in legal subdivisions of not more than one quarter-section, and as contiguous as may be, are hereby granted to said State for the support of common schools.

School lands.

SEC. 8. That, provided the State of Colorado shall be admitted into the Union in accordance with the foregoing provisions of this act, fifty entire sections of the unappropriated public lands within said State, to be selected and located by direction of the legislature thereof, and with the approval of the President, on or before the first day of January, eighteen hundred and seventy-eight, shall be, and are hereby, granted, in legal subdivisions of not less than one quarter-section, to said State for the purpose of erecting public buildings at the capital of said State for legislative and judicial purposes, in such manner as the legislature shall prescribe.

Land for public
buildings.

SEC. 9. That fifty other entire sections of land as aforesaid, to be selected and located with the approval as aforesaid, in legal subdivisions as aforesaid, shall be, and they are hereby, granted to said State for the purpose of erecting a suitable building for a penitentiary or State prison in the manner aforesaid.

Penitentiary.

SEC. 10. That seventy-two other sections of land shall be set apart and reserved for the use and support of a State university, to be selected and approved in manner as aforesaid, and to be appropriated and applied as the legislature of said State may prescribe for the purpose named and for no other purpose.

State university

- Salt-springs. SEC. 11. That all salt-springs within said State, not exceeding twelve in number, with six sections of land adjoining, and as contiguous as may be to each, shall be granted to said State for its use, the said land to be selected by the governor of said State within two years after the admission of the State, and when so selected to be used and disposed of on such terms, conditions, and regulations as the legislature shall direct: *Provided*, That no salt-spring or lands the right whereof is now vested in any individual or individuals, or which hereafter shall be confirmed or adjudged to any individual or individuals, shall by this act be granted to said State.
- Proviso. SEC. 12. That five per centum of the proceeds of the sales of agricultural public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making such internal improvements within said State as the legislature thereof may direct: *Provided*, That this section shall not apply to any lands disposed of under the homestead-laws of the United States, or to any lands now or hereafter reserved for public or other uses.
- Five per cent. of sales of public lands for internal improvements. SEC. 13. That any balance of the appropriations for the legislative expenses of said Territory of Colorado remaining unexpended shall be applied to and used for defraying the expenses of said convention, and for the payment of the members thereof, under the same rules and regulations and rates as are now provided by law for the payment of the territorial legislature.
- Proviso. SEC. 14. That the two sections of land in each township herein granted for the support of common schools shall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school-fund, the interest of which to be expended in the support of common schools.
- Unexpended balances of appropriations. SEC. 15. That all mineral-lands shall be excepted from the operation and grants of this act.
- School-fund. Approved, March 3, 1875.
- Mineral lands.

March 3, 1875.

CHAP. 140.—An act to establish the boundary-line between the State of Arkansas and the Indian country.

- Boundary-line between Arkansas and the Indian country. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the boundary-line between the State of Arkansas and the Indian country, as originally surveyed and marked, and upon which the lines of the surveys of the public lands in the State of Arkansas were closed, be, and the same is hereby, declared to be the permanent boundary-line between the said State of Arkansas and the Indian country.
- Boundary-line to be retraced, &c. SEC. 2. That the Secretary of the Interior shall, as soon as practicable, cause the boundary-line, as fixed in the foregoing section, to be retraced and marked in a distinct and permanent manner; and if the original line, when retraced, shall be found to differ in any respect from what the boundary-line would be if run in accordance with the provisions of the treaties establishing the eastern boundary-line of the Choctaw and Cherokee Nations, then the surveyors shall note such variations and compute the area of the land which in that case would be taken from the State of Arkansas or the Indian country, as the case may be; and the Secretary of the Interior shall also cause any monuments set up in any former survey indicating any line at variance with the survey provided for in this act to be obliterated.
- Variations to be noted, &c. Approved, March 3, 1875.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-018.000

Vesting

Legal Description:

A tract of land situated in the East Half of the Southeast Quarter (E1/2 SE1/4) of Section 32, Township 1 North, Range 59 West of the 6th P.M., Morgan County, Colorado, more particularly described in the Statehood Act, dated March 3, 1875; less and except any conveyances heretofore made.

Tax ID: R802804, 1485-320-00-900

Apparent Record Fee Owner:

State of Colorado
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

State of Colorado Board of Land Commissioners
1313 Sherman St Rm 620
Denver, Colorado 80203

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

State of Colorado

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Colorado Statehood Act - 18 - Statute 474	Grantor:	Senate and House of Representatives of the United States of America
Instrument Date:	3/3/1875	Grantee:	State of Colorado
Recorded Date:	3/3/1875	Clerk's File #:	
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

The Register of Deeds records did not have any recorded documents vesting the State of Colorado in ownership. The Tax Assessor did not either. This abstractor was told there had been a flood and the early records were lost.
A CORA request was filed with the Colorado State Land Board for any documentation they had that vested the State of Colorado with ownership.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Board of Land Commissioners and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from March 02, 1875 through July 29, 2019.

Dated:	7/31/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	

March 3, 1875.

CHAP. 139.—An act to enable the people of Colorado to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the inhabitants of the Territory of Colorado included in the boundaries hereinafter designated be, and they are hereby, authorized to form for themselves, out of said Territory, a State government, with the name of the State of Colorado; which State, when formed, shall be admitted into the Union upon an equal footing with the original States in all respects whatsoever, as hereinafter provided.

Boundaries.

SEC. 2. That the said State of Colorado shall consist of all the territory included within the following boundaries, to wit: Commencing on the thirty-seventh parallel of north latitude where the twenty-fifth meridian of longitude west from Washington crosses the same; thence north, on said meridian, to the forty-first parallel of north latitude; thence along said parallel west to the thirty-second meridian of longitude west from Washington; thence south on said meridian, to the thirty-seventh parallel of north latitude; thence along said thirty-seventh parallel of north latitude, to the place of beginning.

Who may vote at first election.

SEC. 3. That all persons qualified by law to vote for representatives to the general assembly of said Territory, at the date of the passage of this act, shall be qualified to be elected, and they are hereby authorized to vote for and choose representatives to form a convention under such rules and regulations as the governor of said Territory, the chief justice, and the United States attorney thereof may prescribe; and also to vote upon the acceptance or rejection of such constitution as may be formed by said convention, under such rules and regulations as said convention may prescribe; and the aforesaid representatives to form the aforesaid convention shall be apportioned among the several counties in said Territory in proportion to the vote polled in each of said counties at the last general election as near as may be; and said apportionment shall be made for said Territory by the governor, United States district attorney, and chief justice thereof, or any two of them; and the governor of said Territory shall, by proclamation, order an election of the representatives aforesaid to be held throughout the Territory at such time as shall be fixed by the governor, chief justice, and United States attorney, or any two of them, which proclamation shall be issued within ninety days next after the first day of September, eighteen hundred and seventy-five, and at least thirty days prior to the time of said election; and such election shall be conducted in the same manner as is prescribed by the laws of said Territory regulating elections therein for members of the house of representatives; and the number of members to said convention shall be the same as now constitutes both branches of the legislature of the aforesaid Territory.

Apportionment of representatives.

Time of first election, &c.

Meeting of convention to form State constitution.

No distinction on account of race, color, &c.

Religious toleration.

SEC. 4. That the members of the convention thus elected shall meet at the capital of said Territory, on a day to be fixed by said governor, chief justice, and United States attorney, not more than sixty days subsequent to the day of election; which time of meeting shall be contained in the aforesaid proclamation mentioned in the third section of this act, and, after organization, shall declare, on behalf of the people of said Territory, that they adopt the Constitution of the United States; whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said Territory: *Provided*, That the constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except Indians not taxed, and not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence: *And provided further*, That said convention shall provide, by an ordinance irrevocable without the consent of the United States and the people of said State, first, that perfect toleration of religious sentiment shall be secured, and no inhabitant of said State shall ever be molested,

in person or property, on account of his or her mode of religious worship; secondly, that the people inhabiting said Territory do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within said Territory, and that the same shall be and remain at the sole and entire disposition of the United States, and that the lands belonging to citizens of the United States residing without the said State shall never be taxed higher than the lands belonging to residents thereof, and that no taxes shall be imposed by the State on lands or property therein belonging to, or which may hereafter be purchased by the United States.

Unappropriated
public lands.

Taxes.

SEC. 5. That in case the constitution and State government shall be formed for the people of said Territory of Colorado, in compliance with the provisions of this act, said convention forming the same shall provide, by ordinance, for submitting said constitution to the people of said State for their ratification or rejection, at an election, to be held at such time, in the month of July, eighteen hundred and seventy-six, and at such places and under such regulations as may be prescribed by said convention, at which election the lawful voters of said new State shall vote directly for or against the proposed constitution; and the returns of said election shall be made to the acting governor of the Territory, who, with the chief justice and United States attorney of said Territory, or any two of them, shall canvass the same; and if a majority of legal votes shall be cast for said constitution in said proposed State, the said acting governor shall certify the same to the President of the United States, together with a copy of said constitution and ordinances; whereupon it shall be the duty of the President of the United States to issue his proclamation declaring the State admitted into the Union on an equal footing with the original States, without any further action whatever on the part of Congress.

Constitution to
be submitted to
popular vote.

Voting and re-
turns.

SEC. 6. That until the next general census said State shall be entitled to one Representative in the House of Representatives of the United States, which Representative, together with the governor and State and other officers provided for in said constitution, shall be elected on a day subsequent to the adoption of the constitution, and to be fixed by said constitutional convention; and until said State officers are elected and qualified under the provisions of the constitution, the territorial officers shall continue to discharge the duties of their respective offices.

Representative
in Congress.

SEC. 7. That sections numbered sixteen and thirty-six in every township, and where such sections have been sold or otherwise disposed of by any act of Congress, other lands, equivalent thereto, in legal subdivisions of not more than one quarter-section, and as contiguous as may be, are hereby granted to said State for the support of common schools.

School lands.

SEC. 8. That, provided the State of Colorado shall be admitted into the Union in accordance with the foregoing provisions of this act, fifty entire sections of the unappropriated public lands within said State, to be selected and located by direction of the legislature thereof, and with the approval of the President, on or before the first day of January, eighteen hundred and seventy-eight, shall be, and are hereby, granted, in legal subdivisions of not less than one quarter-section, to said State for the purpose of erecting public buildings at the capital of said State for legislative and judicial purposes, in such manner as the legislature shall prescribe.

Land for public
buildings.

SEC. 9. That fifty other entire sections of land as aforesaid, to be selected and located with the approval as aforesaid, in legal subdivisions as aforesaid, shall be, and they are hereby, granted to said State for the purpose of erecting a suitable building for a penitentiary or State prison in the manner aforesaid.

Penitentiary.

SEC. 10. That seventy-two other sections of land shall be set apart and reserved for the use and support of a State university, to be selected and approved in manner as aforesaid, and to be appropriated and applied as the legislature of said State may prescribe for the purpose named and for no other purpose.

State university

- Salt-springs. SEC. 11. That all salt-springs within said State, not exceeding twelve in number, with six sections of land adjoining, and as contiguous as may be to each, shall be granted to said State for its use, the said land to be selected by the governor of said State within two years after the admission of the State, and when so selected to be used and disposed of on such terms, conditions, and regulations as the legislature shall direct: *Provided*, That no salt-spring or lands the right whereof is now vested in any individual or individuals, or which hereafter shall be confirmed or adjudged to any individual or individuals, shall by this act be granted to said State.
- Proviso. SEC. 12. That five per centum of the proceeds of the sales of agricultural public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making such internal improvements within said State as the legislature thereof may direct: *Provided*, That this section shall not apply to any lands disposed of under the homestead-laws of the United States, or to any lands now or hereafter reserved for public or other uses.
- Five per cent. of sales of public lands for internal improvements. SEC. 13. That any balance of the appropriations for the legislative expenses of said Territory of Colorado remaining unexpended shall be applied to and used for defraying the expenses of said convention, and for the payment of the members thereof, under the same rules and regulations and rates as are now provided by law for the payment of the territorial legislature.
- Proviso. SEC. 14. That the two sections of land in each township herein granted for the support of common schools shall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school-fund, the interest of which to be expended in the support of common schools.
- Unexpended balances of appropriations. SEC. 15. That all mineral-lands shall be excepted from the operation and grants of this act.
- School-fund. Approved, March 3, 1875.
- Mineral lands.

March 3, 1875.

CHAP. 140.—An act to establish the boundary-line between the State of Arkansas and the Indian country.

- Boundary-line between Arkansas and the Indian country. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the boundary-line between the State of Arkansas and the Indian country, as originally surveyed and marked, and upon which the lines of the surveys of the public lands in the State of Arkansas were closed, be, and the same is hereby, declared to be the permanent boundary-line between the said State of Arkansas and the Indian country.
- Boundary-line to be retraced, &c. SEC. 2. That the Secretary of the Interior shall, as soon as practicable, cause the boundary-line, as fixed in the foregoing section, to be retraced and marked in a distinct and permanent manner; and if the original line, when retraced, shall be found to differ in any respect from what the boundary-line would be if run in accordance with the provisions of the treaties establishing the eastern boundary-line of the Choctaw and Cherokee Nations, then the surveyors shall note such variations and compute the area of the land which in that case would be taken from the State of Arkansas or the Indian country, as the case may be; and the Secretary of the Interior shall also cause any monuments set up in any former survey indicating any line at variance with the survey provided for in this act to be obliterated.
- Variations to be noted, &c. Approved, March 3, 1875.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-019.000

Vesting

Legal Description:

A tract of land situated in All of Section 33, Township 1 North, Range 59 West of the 6th P.M., Morgan County, Colorado, more particularly described in the Statehood Act, dated March 3, 1875; less and except any conveyances heretofore made.

Tax ID: R802805, 1485-330-00-900

Apparent Record Fee Owner:

State of Colorado
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

State of Colorado Board of Land Commissioners
1313 Sherman St - Rm 620
Denver, Colorado 80203

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

State of Colorado

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Colorado - Statehood Act - 18 - Statute 474	Grantor:	Senate and House of Representatives of the United States of America
Instrument Date:	3/3/1875	Grantee:	State of Colorado
Recorded Date:	3/3/1875	Clerk's File #:	
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

The Register of Deeds records did not have any recorded documents vesting the State of Colorado in ownership. The Tax Assessor did not either. this abstractor was told there had been a flood and the early records were lost.
A CORA request was filed with the Colorado State Land Board for any documentation they had that vested the State of Colorado with ownership.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County State of Colorado Board of Land Commissioners and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from March 02, 1875 through July 31, 2019.

Dated:	7/31/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	

March 3, 1875.

CHAP. 139.—An act to enable the people of Colorado to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the inhabitants of the Territory of Colorado included in the boundaries hereinafter designated be, and they are hereby, authorized to form for themselves, out of said Territory, a State government, with the name of the State of Colorado; which State, when formed, shall be admitted into the Union upon an equal footing with the original States in all respects whatsoever, as hereinafter provided.

Boundaries.

SEC. 2. That the said State of Colorado shall consist of all the territory included within the following boundaries, to wit: Commencing on the thirty-seventh parallel of north latitude where the twenty-fifth meridian of longitude west from Washington crosses the same; thence north, on said meridian, to the forty-first parallel of north latitude; thence along said parallel west to the thirty-second meridian of longitude west from Washington; thence south on said meridian, to the thirty-seventh parallel of north latitude; thence along said thirty-seventh parallel of north latitude, to the place of beginning.

Who may vote at first election.

SEC. 3. That all persons qualified by law to vote for representatives to the general assembly of said Territory, at the date of the passage of this act, shall be qualified to be elected, and they are hereby authorized to vote for and choose representatives to form a convention under such rules and regulations as the governor of said Territory, the chief justice, and the United States attorney thereof may prescribe; and also to vote upon the acceptance or rejection of such constitution as may be formed by said convention, under such rules and regulations as said convention may prescribe; and the aforesaid representatives to form the aforesaid convention shall be apportioned among the several counties in said Territory in proportion to the vote polled in each of said counties at the last general election as near as may be; and said apportionment shall be made for said Territory by the governor, United States district attorney, and chief justice thereof, or any two of them; and the governor of said Territory shall, by proclamation, order an election of the representatives aforesaid to be held throughout the Territory at such time as shall be fixed by the governor, chief justice, and United States attorney, or any two of them, which proclamation shall be issued within ninety days next after the first day of September, eighteen hundred and seventy-five, and at least thirty days prior to the time of said election; and such election shall be conducted in the same manner as is prescribed by the laws of said Territory regulating elections therein for members of the house of representatives; and the number of members to said convention shall be the same as now constitutes both branches of the legislature of the aforesaid Territory.

Apportionment of representatives.

Time of first election, &c.

Meeting of convention to form State constitution.

No distinction on account of race, color, &c.

Religious toleration.

SEC. 4. That the members of the convention thus elected shall meet at the capital of said Territory, on a day to be fixed by said governor, chief justice, and United States attorney, not more than sixty days subsequent to the day of election; which time of meeting shall be contained in the aforesaid proclamation mentioned in the third section of this act, and, after organization, shall declare, on behalf of the people of said Territory, that they adopt the Constitution of the United States; whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said Territory: *Provided*, That the constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except Indians not taxed, and not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence: *And provided further*, That said convention shall provide, by an ordinance irrevocable without the consent of the United States and the people of said State, first, that perfect toleration of religious sentiment shall be secured, and no inhabitant of said State shall ever be molested,

in person or property, on account of his or her mode of religious worship; secondly, that the people inhabiting said Territory do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within said Territory, and that the same shall be and remain at the sole and entire disposition of the United States, and that the lands belonging to citizens of the United States residing without the said State shall never be taxed higher than the lands belonging to residents thereof, and that no taxes shall be imposed by the State on lands or property therein belonging to, or which may hereafter be purchased by the United States.

Unappropriated
public lands.

Taxes.

SEC. 5. That in case the constitution and State government shall be formed for the people of said Territory of Colorado, in compliance with the provisions of this act, said convention forming the same shall provide, by ordinance, for submitting said constitution to the people of said State for their ratification or rejection, at an election, to be held at such time, in the month of July, eighteen hundred and seventy-six, and at such places and under such regulations as may be prescribed by said convention, at which election the lawful voters of said new State shall vote directly for or against the proposed constitution; and the returns of said election shall be made to the acting governor of the Territory, who, with the chief justice and United States attorney of said Territory, or any two of them, shall canvass the same; and if a majority of legal votes shall be cast for said constitution in said proposed State, the said acting governor shall certify the same to the President of the United States, together with a copy of said constitution and ordinances; whereupon it shall be the duty of the President of the United States to issue his proclamation declaring the State admitted into the Union on an equal footing with the original States, without any further action whatever on the part of Congress.

Constitution to
be submitted to
popular vote.

Voting and re-
turns.

SEC. 6. That until the next general census said State shall be entitled to one Representative in the House of Representatives of the United States, which Representative, together with the governor and State and other officers provided for in said constitution, shall be elected on a day subsequent to the adoption of the constitution, and to be fixed by said constitutional convention; and until said State officers are elected and qualified under the provisions of the constitution, the territorial officers shall continue to discharge the duties of their respective offices.

Representative
in Congress.

SEC. 7. That sections numbered sixteen and thirty-six in every township, and where such sections have been sold or otherwise disposed of by any act of Congress, other lands, equivalent thereto, in legal subdivisions of not more than one quarter-section, and as contiguous as may be, are hereby granted to said State for the support of common schools.

School lands.

SEC. 8. That, provided the State of Colorado shall be admitted into the Union in accordance with the foregoing provisions of this act, fifty entire sections of the unappropriated public lands within said State, to be selected and located by direction of the legislature thereof, and with the approval of the President, on or before the first day of January, eighteen hundred and seventy-eight, shall be, and are hereby, granted, in legal subdivisions of not less than one quarter-section, to said State for the purpose of erecting public buildings at the capital of said State for legislative and judicial purposes, in such manner as the legislature shall prescribe.

Land for public
buildings.

SEC. 9. That fifty other entire sections of land as aforesaid, to be selected and located with the approval as aforesaid, in legal subdivisions as aforesaid, shall be, and they are hereby, granted to said State for the purpose of erecting a suitable building for a penitentiary or State prison in the manner aforesaid.

Penitentiary.

SEC. 10. That seventy-two other sections of land shall be set apart and reserved for the use and support of a State university, to be selected and approved in manner as aforesaid, and to be appropriated and applied as the legislature of said State may prescribe for the purpose named and for no other purpose.

State university

- Salt-springs. SEC. 11. That all salt-springs within said State, not exceeding twelve in number, with six sections of land adjoining, and as contiguous as may be to each, shall be granted to said State for its use, the said land to be selected by the governor of said State within two years after the admission of the State, and when so selected to be used and disposed of on such terms, conditions, and regulations as the legislature shall direct: *Provided*, That no salt-spring or lands the right whereof is now vested in any individual or individuals, or which hereafter shall be confirmed or adjudged to any individual or individuals, shall by this act be granted to said State.
- Proviso. SEC. 12. That five per centum of the proceeds of the sales of agricultural public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making such internal improvements within said State as the legislature thereof may direct: *Provided*, That this section shall not apply to any lands disposed of under the homestead-laws of the United States, or to any lands now or hereafter reserved for public or other uses.
- Five per cent. of sales of public lands for internal improvements. SEC. 13. That any balance of the appropriations for the legislative expenses of said Territory of Colorado remaining unexpended shall be applied to and used for defraying the expenses of said convention, and for the payment of the members thereof, under the same rules and regulations and rates as are now provided by law for the payment of the territorial legislature.
- Proviso. SEC. 14. That the two sections of land in each township herein granted for the support of common schools shall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school-fund, the interest of which to be expended in the support of common schools.
- Unexpended balances of appropriations. SEC. 15. That all mineral-lands shall be excepted from the operation and grants of this act.
- School-fund. Approved, March 3, 1875.
- Mineral lands.

March 3, 1875.

CHAP. 140.—An act to establish the boundary-line between the State of Arkansas and the Indian country.

- Boundary-line between Arkansas and the Indian country. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the boundary-line between the State of Arkansas and the Indian country, as originally surveyed and marked, and upon which the lines of the surveys of the public lands in the State of Arkansas were closed, be, and the same is hereby, declared to be the permanent boundary-line between the said State of Arkansas and the Indian country.
- Boundary-line to be retraced, &c. SEC. 2. That the Secretary of the Interior shall, as soon as practicable, cause the boundary-line, as fixed in the foregoing section, to be retraced and marked in a distinct and permanent manner; and if the original line, when retraced, shall be found to differ in any respect from what the boundary-line would be if run in accordance with the provisions of the treaties establishing the eastern boundary-line of the Choctaw and Cherokee Nations, then the surveyors shall note such variations and compute the area of the land which in that case would be taken from the State of Arkansas or the Indian country, as the case may be; and the Secretary of the Interior shall also cause any monuments set up in any former survey indicating any line at variance with the survey provided for in this act to be obliterated.
- Variations to be noted, &c. Approved, March 3, 1875.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-020.000

Vesting

Legal Description:

A tract of land situated in All of Section 34, Township 1 North, Range 59 West of the 6th P.M., Morgan County, Colorado, more particularly described in the Statehood Act, dated March 3, 1875; less and except any conveyances heretofore made.

Tax ID: 1485-340-00-900, R802806

Apparent Record Fee Owner:

State of Colorado
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

State of Colorado Board of Land Commissioners
1313 Sherman St - RM 620
Denver, Colorado 80203

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

State of Colorado

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Colorado - Statehood Act - 18 - Statute 474	Grantor:	Senate and House of Representatives of the United States of America
Instrument Date:	3/3/1875	Grantee:	State of Colorado
Recorded Date:	3/3/1875	Clerk's File #:	
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

The Register of Deeds records did not have any recorded documents vesting the State of Colorado in ownership. The Tax Assessor did not either. this abstractor was told there had been a flood and the early records were lost.
A CORA request was filed with the Colorado State Land Board for any documentation they had that vested the State of Colorado with ownership.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County State of Colorado Board of Land Commissioners and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from March 02, 1875 through July 29, 2019.

Dated:	7/31/2019	Signed: <u><i>Carol Ledgewood</i></u> Carol Ledgewood, Abstractor
Reviewed By:	<u><i>Ben Perrine</i></u>	
Dated:	7/31/2019	

March 3, 1875.

CHAP. 139.—An act to enable the people of Colorado to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the inhabitants of the Territory of Colorado included in the boundaries hereinafter designated be, and they are hereby, authorized to form for themselves, out of said Territory, a State government, with the name of the State of Colorado; which State, when formed, shall be admitted into the Union upon an equal footing with the original States in all respects whatsoever, as hereinafter provided.

Boundaries.

SEC. 2. That the said State of Colorado shall consist of all the territory included within the following boundaries, to wit: Commencing on the thirty-seventh parallel of north latitude where the twenty-fifth meridian of longitude west from Washington crosses the same; thence north, on said meridian, to the forty-first parallel of north latitude; thence along said parallel west to the thirty-second meridian of longitude west from Washington; thence south on said meridian, to the thirty-seventh parallel of north latitude; thence along said thirty-seventh parallel of north latitude, to the place of beginning.

Who may vote at first election.

SEC. 3. That all persons qualified by law to vote for representatives to the general assembly of said Territory, at the date of the passage of this act, shall be qualified to be elected, and they are hereby authorized to vote for and choose representatives to form a convention under such rules and regulations as the governor of said Territory, the chief justice, and the United States attorney thereof may prescribe; and also to vote upon the acceptance or rejection of such constitution as may be formed by said convention, under such rules and regulations as said convention may prescribe; and the aforesaid representatives to form the aforesaid convention shall be apportioned among the several counties in said Territory in proportion to the vote polled in each of said counties at the last general election as near as may be; and said apportionment shall be made for said Territory by the governor, United States district attorney, and chief justice thereof, or any two of them; and the governor of said Territory shall, by proclamation, order an election of the representatives aforesaid to be held throughout the Territory at such time as shall be fixed by the governor, chief justice, and United States attorney, or any two of them, which proclamation shall be issued within ninety days next after the first day of September, eighteen hundred and seventy-five, and at least thirty days prior to the time of said election; and such election shall be conducted in the same manner as is prescribed by the laws of said Territory regulating elections therein for members of the house of representatives; and the number of members to said convention shall be the same as now constitutes both branches of the legislature of the aforesaid Territory.

Apportionment of representatives.

Time of first election, &c.

Meeting of convention to form State constitution.

No distinction on account of race, color, &c.

Religious toleration.

SEC. 4. That the members of the convention thus elected shall meet at the capital of said Territory, on a day to be fixed by said governor, chief justice, and United States attorney, not more than sixty days subsequent to the day of election; which time of meeting shall be contained in the aforesaid proclamation mentioned in the third section of this act, and, after organization, shall declare, on behalf of the people of said Territory, that they adopt the Constitution of the United States; whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said Territory: *Provided*, That the constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except Indians not taxed, and not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence: *And provided further*, That said convention shall provide, by an ordinance irrevocable without the consent of the United States and the people of said State, first, that perfect toleration of religious sentiment shall be secured, and no inhabitant of said State shall ever be molested,

in person or property, on account of his or her mode of religious worship; secondly, that the people inhabiting said Territory do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within said Territory, and that the same shall be and remain at the sole and entire disposition of the United States, and that the lands belonging to citizens of the United States residing without the said State shall never be taxed higher than the lands belonging to residents thereof, and that no taxes shall be imposed by the State on lands or property therein belonging to, or which may hereafter be purchased by the United States.

Unappropriated
public lands.

Taxes.

SEC. 5. That in case the constitution and State government shall be formed for the people of said Territory of Colorado, in compliance with the provisions of this act, said convention forming the same shall provide, by ordinance, for submitting said constitution to the people of said State for their ratification or rejection, at an election, to be held at such time, in the month of July, eighteen hundred and seventy-six, and at such places and under such regulations as may be prescribed by said convention, at which election the lawful voters of said new State shall vote directly for or against the proposed constitution; and the returns of said election shall be made to the acting governor of the Territory, who, with the chief justice and United States attorney of said Territory, or any two of them, shall canvass the same; and if a majority of legal votes shall be cast for said constitution in said proposed State, the said acting governor shall certify the same to the President of the United States, together with a copy of said constitution and ordinances; whereupon it shall be the duty of the President of the United States to issue his proclamation declaring the State admitted into the Union on an equal footing with the original States, without any further action whatever on the part of Congress.

Constitution to
be submitted to
popular vote.

Voting and re-
turns.

SEC. 6. That until the next general census said State shall be entitled to one Representative in the House of Representatives of the United States, which Representative, together with the governor and State and other officers provided for in said constitution, shall be elected on a day subsequent to the adoption of the constitution, and to be fixed by said constitutional convention; and until said State officers are elected and qualified under the provisions of the constitution, the territorial officers shall continue to discharge the duties of their respective offices.

Representative
in Congress.

SEC. 7. That sections numbered sixteen and thirty-six in every township, and where such sections have been sold or otherwise disposed of by any act of Congress, other lands, equivalent thereto, in legal subdivisions of not more than one quarter-section, and as contiguous as may be, are hereby granted to said State for the support of common schools.

School lands.

SEC. 8. That, provided the State of Colorado shall be admitted into the Union in accordance with the foregoing provisions of this act, fifty entire sections of the unappropriated public lands within said State, to be selected and located by direction of the legislature thereof, and with the approval of the President, on or before the first day of January, eighteen hundred and seventy-eight, shall be, and are hereby, granted, in legal subdivisions of not less than one quarter-section, to said State for the purpose of erecting public buildings at the capital of said State for legislative and judicial purposes, in such manner as the legislature shall prescribe.

Land for public
buildings.

SEC. 9. That fifty other entire sections of land as aforesaid, to be selected and located with the approval as aforesaid, in legal subdivisions as aforesaid, shall be, and they are hereby, granted to said State for the purpose of erecting a suitable building for a penitentiary or State prison in the manner aforesaid.

Penitentiary.

SEC. 10. That seventy-two other sections of land shall be set apart and reserved for the use and support of a State university, to be selected and approved in manner as aforesaid, and to be appropriated and applied as the legislature of said State may prescribe for the purpose named and for no other purpose.

State university

- Salt-springs. SEC. 11. That all salt-springs within said State, not exceeding twelve in number, with six sections of land adjoining, and as contiguous as may be to each, shall be granted to said State for its use, the said land to be selected by the governor of said State within two years after the admission of the State, and when so selected to be used and disposed of on such terms, conditions, and regulations as the legislature shall direct: *Provided*, That no salt-spring or lands the right whereof is now vested in any individual or individuals, or which hereafter shall be confirmed or adjudged to any individual or individuals, shall by this act be granted to said State.
- Proviso. SEC. 12. That five per centum of the proceeds of the sales of agricultural public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making such internal improvements within said State as the legislature thereof may direct: *Provided*, That this section shall not apply to any lands disposed of under the homestead-laws of the United States, or to any lands now or hereafter reserved for public or other uses.
- Five per cent. of sales of public lands for internal improvements. SEC. 13. That any balance of the appropriations for the legislative expenses of said Territory of Colorado remaining unexpended shall be applied to and used for defraying the expenses of said convention, and for the payment of the members thereof, under the same rules and regulations and rates as are now provided by law for the payment of the territorial legislature.
- Proviso. SEC. 14. That the two sections of land in each township herein granted for the support of common schools shall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school-fund, the interest of which to be expended in the support of common schools.
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- School-fund. Approved, March 3, 1875.
- Mineral lands.

March 3, 1875.

CHAP. 140.—An act to establish the boundary-line between the State of Arkansas and the Indian country.

- Boundary-line between Arkansas and the Indian country. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the boundary-line between the State of Arkansas and the Indian country, as originally surveyed and marked, and upon which the lines of the surveys of the public lands in the State of Arkansas were closed, be, and the same is hereby, declared to be the permanent boundary-line between the said State of Arkansas and the Indian country.
- Boundary-line to be retraced, &c. SEC. 2. That the Secretary of the Interior shall, as soon as practicable, cause the boundary-line, as fixed in the foregoing section, to be retraced and marked in a distinct and permanent manner; and if the original line, when retraced, shall be found to differ in any respect from what the boundary-line would be if run in accordance with the provisions of the treaties establishing the eastern boundary-line of the Choctaw and Cherokee Nations, then the surveyors shall note such variations and compute the area of the land which in that case would be taken from the State of Arkansas or the Indian country, as the case may be; and the Secretary of the Interior shall also cause any monuments set up in any former survey indicating any line at variance with the survey provided for in this act to be obliterated.
- Variations to be noted, &c. Approved, March 3, 1875.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-021.000

Vesting

Legal Description:

A tract of land situated Morgan County, Colorado, lying in All of Section 35, Township 1 North, Range 59 West of the 6th P.M., Morgan County, Colorado, more particularly described in the Statehood Act, dated March 3, 1875; less and except any conveyances heretofore made.

Tax ID: R802807, 1485-350-00-900

Apparent Record Fee Owner:

State of Colorado
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

State of Colorado Board of Land Commissioners
1313 Sherman St - Rm 620
Denver, Colorado 80203

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

State of Colorado

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Colorado - Statehood Act - 18 - Statute 474	Grantor:	Senate and House of Representatives of the United States of America
Instrument Date:	3/3/1875	Grantee:	State of Colorado
Recorded Date:	3/3/1875	Clerk's File #:	
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

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Research conducted from March 02, 1875 through July 29, 2019.

Dated:	7/31/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	

March 3, 1875.

CHAP. 139.—An act to enable the people of Colorado to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the inhabitants of the Territory of Colorado included in the boundaries hereinafter designated be, and they are hereby, authorized to form for themselves, out of said Territory, a State government, with the name of the State of Colorado; which State, when formed, shall be admitted into the Union upon an equal footing with the original States in all respects whatsoever, as hereinafter provided.

Boundaries.

SEC. 2. That the said State of Colorado shall consist of all the territory included within the following boundaries, to wit: Commencing on the thirty-seventh parallel of north latitude where the twenty-fifth meridian of longitude west from Washington crosses the same; thence north, on said meridian, to the forty-first parallel of north latitude; thence along said parallel west to the thirty-second meridian of longitude west from Washington; thence south on said meridian, to the thirty-seventh parallel of north latitude; thence along said thirty-seventh parallel of north latitude, to the place of beginning.

Who may vote at first election.

SEC. 3. That all persons qualified by law to vote for representatives to the general assembly of said Territory, at the date of the passage of this act, shall be qualified to be elected, and they are hereby authorized to vote for and choose representatives to form a convention under such rules and regulations as the governor of said Territory, the chief justice, and the United States attorney thereof may prescribe; and also to vote upon the acceptance or rejection of such constitution as may be formed by said convention, under such rules and regulations as said convention may prescribe; and the aforesaid representatives to form the aforesaid

Apportionment of representatives.

convention shall be apportioned among the several counties in said Territory in proportion to the vote polled in each of said counties at the last general election as near as may be; and said apportionment shall be made for said Territory by the governor, United States district attorney, and chief justice thereof, or any two of them; and the governor of said Territory shall, by proclamation, order an election of the representatives aforesaid to be held throughout the Territory at such time as shall be fixed by the governor, chief justice, and United States attorney, or any two of them, which proclamation shall be issued within ninety days next after the first day of September, eighteen hundred and seventy-five, and at least thirty days prior to the time of said election; and such election shall be conducted in the same manner as is prescribed by the laws of said Territory regulating elections therein for members of the house of representatives; and the number of members to said convention shall be the same as now constitutes both branches of the legislature of the aforesaid Territory.

Meeting of convention to form State constitution.

SEC. 4. That the members of the convention thus elected shall meet at the capital of said Territory, on a day to be fixed by said governor, chief justice, and United States attorney, not more than sixty days subsequent to the day of election; which time of meeting shall be contained in the aforesaid proclamation mentioned in the third section of this act, and, after organization, shall declare, on behalf of the people of said Territory, that they adopt the Constitution of the United States; whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said Territory: *Provided*, That the constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except Indians not taxed, and not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence: *And provided further*, That said convention shall provide, by an ordinance irrevocable without the consent of the United States and the people of said State, first, that perfect toleration of religious sentiment shall be secured, and no inhabitant of said State shall ever be molested,

No distinction on account of race, color, &c.

Religious toleration.

in person or property, on account of his or her mode of religious worship; secondly, that the people inhabiting said Territory do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within said Territory, and that the same shall be and remain at the sole and entire disposition of the United States, and that the lands belonging to citizens of the United States residing without the said State shall never be taxed higher than the lands belonging to residents thereof, and that no taxes shall be imposed by the State on lands or property therein belonging to, or which may hereafter be purchased by the United States.

Unappropriated
public lands.

Taxes.

SEC. 5. That in case the constitution and State government shall be formed for the people of said Territory of Colorado, in compliance with the provisions of this act, said convention forming the same shall provide, by ordinance, for submitting said constitution to the people of said State for their ratification or rejection, at an election, to be held at such time, in the month of July, eighteen hundred and seventy-six, and at such places and under such regulations as may be prescribed by said convention, at which election the lawful voters of said new State shall vote directly for or against the proposed constitution; and the returns of said election shall be made to the acting governor of the Territory, who, with the chief justice and United States attorney of said Territory, or any two of them, shall canvass the same; and if a majority of legal votes shall be cast for said constitution in said proposed State, the said acting governor shall certify the same to the President of the United States, together with a copy of said constitution and ordinances; whereupon it shall be the duty of the President of the United States to issue his proclamation declaring the State admitted into the Union on an equal footing with the original States, without any further action whatever on the part of Congress.

Constitution to
be submitted to
popular vote.

Voting and re-
turns.

SEC. 6. That until the next general census said State shall be entitled to one Representative in the House of Representatives of the United States, which Representative, together with the governor and State and other officers provided for in said constitution, shall be elected on a day subsequent to the adoption of the constitution, and to be fixed by said constitutional convention; and until said State officers are elected and qualified under the provisions of the constitution, the territorial officers shall continue to discharge the duties of their respective offices.

Representative
in Congress.

SEC. 7. That sections numbered sixteen and thirty-six in every township, and where such sections have been sold or otherwise disposed of by any act of Congress, other lands, equivalent thereto, in legal subdivisions of not more than one quarter-section, and as contiguous as may be, are hereby granted to said State for the support of common schools.

School lands.

SEC. 8. That, provided the State of Colorado shall be admitted into the Union in accordance with the foregoing provisions of this act, fifty entire sections of the unappropriated public lands within said State, to be selected and located by direction of the legislature thereof, and with the approval of the President, on or before the first day of January, eighteen hundred and seventy-eight, shall be, and are hereby, granted, in legal subdivisions of not less than one quarter-section, to said State for the purpose of erecting public buildings at the capital of said State for legislative and judicial purposes, in such manner as the legislature shall prescribe.

Land for public
buildings.

SEC. 9. That fifty other entire sections of land as aforesaid, to be selected and located with the approval as aforesaid, in legal subdivisions as aforesaid, shall be, and they are hereby, granted to said State for the purpose of erecting a suitable building for a penitentiary or State prison in the manner aforesaid.

Penitentiary.

SEC. 10. That seventy-two other sections of land shall be set apart and reserved for the use and support of a State university, to be selected and approved in manner as aforesaid, and to be appropriated and applied as the legislature of said State may prescribe for the purpose named and for no other purpose.

State university

- Salt-springs. SEC. 11. That all salt-springs within said State, not exceeding twelve in number, with six sections of land adjoining, and as contiguous as may be to each, shall be granted to said State for its use, the said land to be selected by the governor of said State within two years after the admission of the State, and when so selected to be used and disposed of on such terms, conditions, and regulations as the legislature shall direct: *Provided*, That no salt-spring or lands the right whereof is now vested in any individual or individuals, or which hereafter shall be confirmed or adjudged to any individual or individuals, shall by this act be granted to said State.
- Proviso. SEC. 12. That five per centum of the proceeds of the sales of agricultural public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making such internal improvements within said State as the legislature thereof may direct: *Provided*, That this section shall not apply to any lands disposed of under the homestead-laws of the United States, or to any lands now or hereafter reserved for public or other uses.
- Five per cent. of sales of public lands for internal improvements. SEC. 13. That any balance of the appropriations for the legislative expenses of said Territory of Colorado remaining unexpended shall be applied to and used for defraying the expenses of said convention, and for the payment of the members thereof, under the same rules and regulations and rates as are now provided by law for the payment of the territorial legislature.
- Proviso. SEC. 14. That the two sections of land in each township herein granted for the support of common schools shall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school-fund, the interest of which to be expended in the support of common schools.
- Unexpended balances of appropriations. SEC. 15. That all mineral-lands shall be excepted from the operation and grants of this act.
- School-fund. Approved, March 3, 1875.
- Mineral lands.

March 3, 1875.

CHAP. 140.—An act to establish the boundary-line between the State of Arkansas and the Indian country.

- Boundary-line between Arkansas and the Indian country. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the boundary-line between the State of Arkansas and the Indian country, as originally surveyed and marked, and upon which the lines of the surveys of the public lands in the State of Arkansas were closed, be, and the same is hereby, declared to be the permanent boundary-line between the said State of Arkansas and the Indian country.
- Boundary-line to be retraced, &c. SEC. 2. That the Secretary of the Interior shall, as soon as practicable, cause the boundary-line, as fixed in the foregoing section, to be retraced and marked in a distinct and permanent manner; and if the original line, when retraced, shall be found to differ in any respect from what the boundary-line would be if run in accordance with the provisions of the treaties establishing the eastern boundary-line of the Choctaw and Cherokee Nations, then the surveyors shall note such variations and compute the area of the land which in that case would be taken from the State of Arkansas or the Indian country, as the case may be; and the Secretary of the Interior shall also cause any monuments set up in any former survey indicating any line at variance with the survey provided for in this act to be obliterated.
- Variations to be noted, &c. Approved, March 3, 1875.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-022.000

Vesting

Legal Description:

A tract of land situated in All of Section 36, Township 1 North, Range 59 West of the 6th P.M., Morgan County, Colorado, more particularly described in the Statehood Act, dated March 3, 1875; less and except any conveyances heretofore made.

Tax ID: R802808, 1485-360-00-900

Apparent Record Fee Owner:

State of Colorado
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

State of Colorado Board of Land Commissioners
1313 Sherman St - Rm 620
Denver, Colorado 80203

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

State of Colorado

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	CO - Statehood Act - 18 - Statute 474	Grantor:	Senate and House of Representatives of the United States of America
Instrument Date:	3/3/1875	Grantee:	State of Colorado
Recorded Date:	3/3/1875	Clerk's File #:	
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

The Register of Deeds records did not have any recorded documents vesting the State of Colorado in ownership. The Tax Assessor did not either. this abstractor was told there had been a flood and the early records were lost.
A CORA request was filed with the Colorado State Land Board for any documentation they had that vested the State of Colorado with ownership.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County State of Colorado Board of Land Commissioners and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from March 02, 1875 through July 29, 2019.

Dated:	7/31/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	

Official Records of Morgan County, CO 841363

3/12/07 10:58 AM Pgs: 1
Deed R: 6.00 D: \$0.00 Clerk - Connie Ingmire

PERSONAL REPRESENTATIVE'S
DEED OF DISTRIBUTION

THIS DEED is dated January 15, 2007, and is made
between DONALD L. SCHICK and SHIRLEY M. LINNEBUR

the "Grantor," as Personal Representative of the estate of

ELIZABETH SCHICK

deceased, and

SHIRLEY M. LINNEBUR, for and during the term of her
natural life, with the remainder, after the termination
of the life estate, to Jerry Linnebur, Danny Linnebur,
(whether one or more than one), the "Grantee," whose legal address is Donna Sauer, Robert Linnebur,
Linda McDonald, and Edward Linnebur, Grantees, whose address is:
74600 E. Highway 36, P.O. Box 298, Byers, CO 80103

of the * County of Adams and State of Colorado

WHEREAS, the decedent died on the date of June 10, 2005 and Grantor was duly appointed
Personal Representative of said estate by the District Court in and for the
County of Adams, State of Colorado, Probate No. 05PR0436, on the date of
August 5, 2005, and is now qualified and acting in said capacity;

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does
hereby convey, assign, transfer and release unto Grantee (in joint tenancy),** as the person entitled to distribution, the
following described real property situate in the Counties of Morgan and Adams,
State of Colorado:

The South Half of Section 31, Township 1 North, Range 58 West of the
6th P.M., Morgan County, Colorado; and the North Half of Section 20,
Township 1 South, Range 58 West of the 6th P.M., Adams County, Colorado;
except mineral reservations of record, and excepting all oil, gas and
other minerals underlying said property;

also known by street address as:
and assessor's schedule or parcel number:

With all appurtenances.

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

Donald L. Schick
Donald L. Schick

Shirley M. Linnebur
Personal Representative of the estate of Shirley M. Linnebur
Elizabeth Schick, Deceased

ss.

STATE OF COLORADO

COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me this 15th day of January, 2007,
by Donald L. Schick and Shirley M. Linnebur as Personal Representative of
the estate of Elizabeth Schick, Deceased.

Witness my hand and official seal.

My commission expires: March 3, 2007

*Insert "City and" where applicable.

**Strike as required.

Ellen Safranek
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-023.000

Vesting

Legal Description:

A tract of land situated in the South Half of Section 31, Township 1 North, Range 58 West of the 6th P.M., Morgan County, Colorado, more particularly described in Personal Representative's Deed of Distribution dated January 15, 2007 from Donald L. Schick and Shirley M. Linnebur, as Personal Representatives of the Estate of Elizabeth Schick, deceased, to Shirley M. Linnebur, for and during the term of her natural life, with the remainder, after the termination of the life estate, to Jerry Linnebur, Danny Linnebur, Donna Sauer, Robert Linnebur, Linda McDonald, and Edward Linnebur, recorded under Reception number 841363, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: R011021, 1487-310-00-003

Apparent Record Fee Owner:

Shirley M. Linnebur
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Shirley M. Linnebur, Life Estate
P.O. Box 298
Byers, CO 80103

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Shirley M. Linnebur, for and during the term of her natural life, with the remainder, after the termination of the life estate, to Jerry Linnebur, Danny Linnebur, Donna Sauer, Robert Linnebur, Linda McDonald, and Edward Linnebur

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Personal Representative's Deed of Distribution	Grantor:	Donald L. Schick and Shirley M. Linnebur, as Personal Representatives of the Estate of Elizabeth Schick, deceased
Instrument Date:	1/15/2007	Grantee:	Shirley M. Linnebur, for and during the term of her natural life, with the remainder, after the termination of the life estate, to Jerry Linnebur, Danny Linnebur, Donna Sauer, Robert Linnebur, Linda McDonald, and Edward Linnebur
Recorded Date:	3/12/2007	Clerk's File #:	841363
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from October 20, 1958 through July 19, 2019.

Dated:	7/23/2019	Signed: <u>Carol Ledgewood</u> Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/23/2019	

QUIT CLAIM DEED

Correction Deed

DEED is made this 12th day of March 2018 by and between **ERKER ESTATES, LLC**, a Colorado limited liability company, whose address is 1244 County Road H, Wiggins CO 80654, Grantor, and **STACI A. ERKER**, whose address is 420 Locust, Green River WY 82935, Grantee.

WITNESSETH, that the Grantor, for distribution to members of the Grantor and for no consideration, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the Grantee, her heirs, successors and assigns forever, all of the Grantor's interest in and to the following described real estate situate in the County of Morgan, State of Colorado, to-wit:

Township 1 North, Range 58 West of the 6th P.M., Morgan County CO:
Section 32: All

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, her heirs, successors and assigns forever. 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 deed on the date set forth above.

Erker Estates, LLC, a Colorado limited liability company

By: [Signature]
Stanley A. Erker, Manager/Member

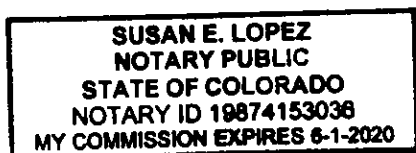
This deed is being re-recorded to correct spelling in name of Grantee

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 12th day of March 2018 by Stanley A. Erker, Manager/Member of Erker Estates, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

[Signature]
Notary Public



Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-024.000

Vesting

Legal Description:

A tract of land situated in the South Half (S1/2) of Section 32, Township 1 North, Range 58 West of the 6th P.M., Morgan County, Colorado, more particularly described in Correction Quit Claim Deed dated March 12, 2018, from Erker Estates, LLC, a Colorado limited liability company, to Staci A. Erker, recorded in the Register of Deeds records, under reception number 911451, recorded April 18, 2018; less and except any conveyances heretofore made.

Tax ID: 1487-320-00-003, R010810

Apparent Record Fee Owner:

Staci A. Erker
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Staci A. Erker
420 Locust Street
Green River, WY 82935

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Staci A. Erker

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Quit Claim Deed		Grantor:	Erker Estates, LLC, a Colorado limited liability company
Instrument Date:	3/12/2018		Grantee:	Staci A. Erker
Recorded Date:	4/18/2018		Clerk's File #:	911451
Volume or Book:			Page Number:	

Doc Title:	Quit Claim Deed		Grantor:	Erker Estates, LLC, a Colorado limited liability company
Instrument Date:	3/12/2018		Grantee:	Stacie A. Erker
Recorded Date:	3/30/2018		Clerk's File #:	911115
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from May 07, 1953 through July 19, 2019.

Dated:	7/22/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/22/2019	

Prepared by and Following Recording,
Return to:
Thomas H. Shanley
Rhodes & Associates, LLC
1812 56th Avenue, Suite 200
Greeley, CO 80634

812011 09/26/2003 10:16A B1158 P232 F. JOHNSON
1 of 1 R 6.00 D 0.00 Morgan County, CO

QUIT CLAIM DEED

THIS DEED is made September 12, 2003, between Donald L. Schick, also known as Donald Schick, of Morgan County, Colorado (Grantor) and the Marjorie A. Schick Trust No. 1 under agreement dated August 27, 2003, of Morgan County, Colorado (Grantee), which trust has a legal address of 16567 Hard Money Road, Ft. Morgan, Colorado 80701.

WITNESSETH, that Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents does remise, release, sell, convey, and QUIT CLAIM unto Grantee, its heirs, successors, and assigns forever, all the right, title, interest, claim, and demand which Grantor has in and to the real property, together with any improvements, situate, lying and being in Morgan County, Colorado, described as follows:

The S1/2 of Section 33, Township 1 North, Range 58 West of the 6th P.M.

TO HAVE AND TO HOLD the same, together and all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, including any appurtenant water rights, and any oil and gas or other mineral interests, and all the estate, right, title, interest, and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit, and behoof of Grantee, its heirs and assigns forever.

The use of the singular shall include the plural, the plural shall include the singular, and the use of any gender or the neuter shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this deed on the date specified.

Donald L. Schick
Donald L. Schick, also known as Donald Schick

STATE OF COLORADO)
COUNTY OF Morgan) ss.

The foregoing instrument was acknowledged before me on September 12, 2003, by Donald L. Schick, also known as Donald Schick.

Witness my hand and official seal.

My commission expires: 8-16-05



Jesse J. Hough
Notary Public

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-025.000

Vesting

Legal Description:

A tract of land situated in the South Half of Section 33, Township 1 North, Range 58 West of the 6th P.M., Morgan County, Colorado, except a tract in the Northwest corner of the South Half of Section33, more particularly described in Warranty Deed, dated March 13, 1968, from Cecil W. Nichols and Maxine I. Nichols to Donald L. Schick, recorded under Reception number 547683, Book 706, Page 544, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: R011020, 1487-330-00-004, 1487-330-00-003, R011019

Apparent Record Fee Owner:

The Marjorie A Schick Trust No 1 under agreement dated August 27, 2003
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Marjorie A. Schick Trust No. 1
16567 Hard Money Mile Road
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

The Marjorie A. Schick Trust No. 1 under agreement dated August 27, 2003

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Quit Claim Deed		Grantor:	Donald L. Schick, also known as Donald Schick
Instrument Date:	9/12/2003		Grantee:	The Marjorie A. Schick Trust No. 1 under agreement dated August 27, 2003
Recorded Date:	9/26/2003		Clerk's File #:	812011
Volume or Book:	1158		Page Number:	232

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from March 14, 1968 through July 18, 2019.

Dated:	7/20/2019	Signed: <u><i>Carol Ledgewood</i></u> Carol Ledgewood, Abstractor
Reviewed By:	<u><i>Ben Perrine</i></u>	
Dated:	7/20/2019	

QUIT CLAIM DEED

DENNIS HAWES and CONNIE HAWES

whose address is

for the consideration of TEN DOLLARS & OTHER VALUABLE
CONSIDERATIONS -----

hereby sell(s) and quit claim(s) to:

**DENNIS D. HAWES and CONNIE S. HAWES, as
Tenants in Common**

whose address is 14998 CO RD B, Ft. Morgan, CO

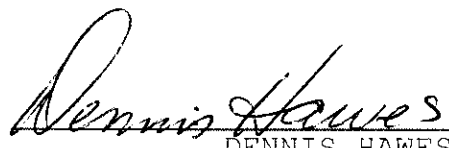

County of MORGAN, State of COLORADO

**the following real property in the County of Morgan,
State of Colorado, to wit:**

SEE ATTACHED 'A'

also known as:

Signed this 23 day of March, 2007


DENNIS HAWES

CONNIE HAWES

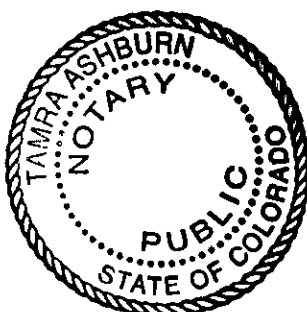
STATE OF Colorado)
) ss.
County of Morgan)

The foregoing instrument was acknowledged before me this
day of 23rd March, 2007 by DENNIS HAWES and CONNIE HAWES

My Commission expires: **Commission Expires 10/17/2010**
Witness my hand and official seal.



Notary Public



Official Records of Morgan County, CO 842262

4/25/07 2:28 PM Pgs: 3

Deed R: 16.00 D: \$0.00 Clerk - Connie Ingmire



EXHIBIT "A"

PARCEL A:

SE1/4SE1/4 of Section 21, Township 1 North, Range 58 West of the 6th P.M.

PARCEL B:

S1/2SW1/4 and the SW1/4SE1/4 of Section 22, Township 1 North, Range 58 West of the 6th P.M.

PARCEL C-1:

SE1/4NE1/4 and the E1/2SE1/4 of Section 27, Township 1 North, Range 58 West of the 6th P.M.

PARCEL C-2:

W1/2NE1/4, W1/2 and the W1/2SE1/4 of Section 27, Township 1 North, Range 58 West of the 6th P.M.

PARCEL D:

The N1/2 of Section 33, Township 1 North, Range 58 West of the 6th P.M.

PARCEL E:

All of Section 28, Township 1 North, Range 58 West of the 6th P.M., EXCEPT THE NW1/4NE1/4 of Section 28.

PARCEL F:

The S1/2NE1/4, NE1/4NE1/4, SE1/4 and all that part of the SW1/4 described as beginning at the SE corner of the said SW1/4; thence West 56 Rods, thence North 57 1/7 rods; thence East 56 Rods to the quarter section line; thence South 57 1/7 rods to the point of beginning, all said lands being in Section 34, Township 1 North, Range 58 West of the 6th P.M.

PARCEL G:

The NW1/4NE1/4 and the W1/2 of Section 34, Township 1 North, Range 58 West of the 6th P.M., EXCEPT THE FOLLOWING PARCEL all that part of the SW1/4 described as beginning at the SE corner of the said SW1/4; thence West 56 Rods, thence North 57 1/7 rods; thence East 56 Rods to the quarter section line; thence South 57 1/7 rods to the point of beginning, all said lands being in Section 34, Township 1 North, Range 58 West of the 6th P.M.

**COUNTY OF MORGAN,
STATE OF COLORADO.**

PARCEL 1:

The West 1/2 of Section 28, Township 1 South, Range 57 West of the 6th PM., County of Adams, State of Colorado, Except those portions described in Book 248 at Page 188 and Book 262 at Page 208.

The Northwest 1/4 of Section 33, Township 1 South, Range 57 West of the 6th PM., County of Adams, State of Colorado.

Parcel 3:

A parcel of land beginning at the Southwest corner of Section 28, Township 1 South, Range 57 West of the 6th PM.; thence East along the south Section line, a distance of 30 rods; thence North, a distance of 43 rods to a point 30 rods East of the West Section line; thence in a Northwesterly direction, a distance of 38 rods to a point 18 rods East of the West line of said Section; thence in a Northwesterly direction, a distance of 22 rods to a point on the West Section line, a distance of 95 rods North from the Southwest corner; thence South, along the West Section line to the Place of Beginning, County of Adams, State of Colorado,

Parcel 4:

A parcel of land beginning at the Northeast corner of the Northwest 1/4 of Section 28, Township 1 South, Range 57 West of the 6th PM., thence South along the half Section line, a distance of 30 feet; thence on a line due Northwest to a point on the Section line which is 30 feet West of the Northeast corner of the Northwest 1/4 of said Section 28; thence East along the Section line to the Northeast corner of said Northwest 1/4 of Section 28 to the Point of Beginning, County of Adams, State of Colorado

**County of Adams,
State of Colorado.**

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-026.000

Vesting

Legal Description:

A tract of land situated in the NW1/4 NE1/4 and the W1/2 of Section 34, Township 1 North, Range 58 West of the 6th P.M., EXCEPT THE FOLLOWING PARCEL, all that part of the SW1/4 described as beginning at the SE corner of the said SW1/4; thence West 56 Rods, thence North 57 1/7 Rods; thence East 56 Rods to the quarter section line; thence South 57 1/7 Rods to the point of beginning, all said lands in Section 34, Township 1 North, Range 58 West of the 6th P.M., Morgan County, Colorado, more particularly described in Quit Claim Deed, dated March 23, 2007, from Dennis Hawes and Connie Hawes to Dennis D. Hawes and Connie S. Hawes, as Tenants in Common, recorded under Reception number 842282, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: 1487-340-00-001, R010817

Apparent Record Fee Owner:

Dennis D. Hawes and Connie S. Hawes,
as Tenants in Common
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Dennis D. and Connie S. Hawes
14998 County Road B
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Dennis D. Hawes and Connie S. Hawes, as Tenants in Common

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Quit Claim Deed		Grantor:	Dennis Hawes and Connie Hawes
Instrument Date:	3/23/2007		Grantee:	Dennis D. Hawes and Connie S. Hawes, as Tenants in Common
Recorded Date:	4/25/2007		Clerk's File #:	842262
Volume or Book:			Page Number:	

Doc Title:	Warranty Deed		Grantor:	The Farmers State Bank of Fort Morgan, Trustee
Instrument Date:	3/24/2006		Grantee:	Dennis Hawes and Connie Hawes, Tenants in Common
Recorded Date:	3/24/2006		Clerk's File #:	834250
Volume or Book:	1238		Page Number:	905

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from March 24, 2006 through July 17, 2019.

Dated:	7/19/2019	Signed: <u>Carol Ledgewood</u> Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/19/2019	

QUIT CLAIM DEED

DENNIS HAWES and CONNIE HAWES

whose address is

for the consideration of TEN DOLLARS & OTHER VALUABLE
CONSIDERATIONS -----

hereby sell(s) and quit claim(s) to:

**DENNIS D. HAWES and CONNIE S. HAWES, as
Tenants in Common**

whose address is 14998 CO RD B, Ft. Morgan, CO



County of MORGAN, State of COLORADO

**the following real property in the County of Morgan,
State of Colorado, to wit:**

SEE ATTACHED 'A'

also known as:

Signed this 23 day of March, 2007


DENNIS HAWES

CONNIE HAWES

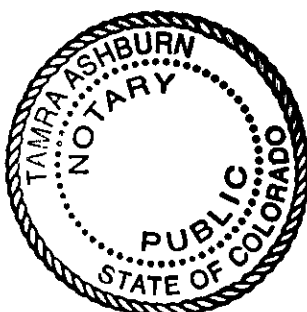
STATE OF Colorado)
County of Morgan) ss.

The foregoing instrument was acknowledged before me this
day of 23rd March, 2007 by DENNIS HAWES and CONNIE HAWES

My Commission expires: **Commission Expires 10/17/2010**
Witness my hand and official seal.



Notary Public



Official Records of Morgan County, CO 842262

4/25/07 2:28 PM Pgs: 3
Deed R: 16.00 D: \$0.00 Clerk - Connie Ingmire



CO-MO-027.000

Recp #842262 3/23/2007 4/25/2007

EXHIBIT "A"

PARCEL A:

SE1/4SE1/4 of Section 21, Township 1 North, Range 58 West of the 6th P.M.

PARCEL B:

S1/2SW1/4 and the SW1/4SE1/4 of Section 22, Township 1 North, Range 58 West of the 6th P.M.

PARCEL C-1:

SE1/4NE1/4 and the E1/2SE1/4 of Section 27, Township 1 North, Range 58 West of the 6th P.M.

PARCEL C-2:

W1/2NE1/4, W1/2 and the W1/2SE1/4 of Section 27, Township 1 North, Range 58 West of the 6th P.M.

PARCEL D:

The N1/2 of Section 33, Township 1 North, Range 58 West of the 6th P.M.

PARCEL E:

All of Section 28, Township 1 North, Range 58 West of the 6th P.M., EXCEPT THE NW1/4NE1/4 of Section 28.

PARCEL F:

The S1/2NE1/4, NE1/4NE1/4, SE1/4 and all that part of the SW1/4 described as beginning at the SE corner of the said SW1/4; thence West 56 Rods, thence North 57 1/7 rods; thence East 56 Rods to the quarter section line; thence South 57 1/7 rods to the point of beginning, all said lands being in Section 34, Township 1 North, Range 58 West of the 6th P.M.

PARCEL G:

The NW1/4NE1/4 and the W1/2 of Section 34, Township 1 North, Range 58 West of the 6th P.M., EXCEPT THE FOLLOWING PARCEL all that part of the SW1/4 described as beginning at the SE corner of the said SW1/4; thence West 56 Rods, thence North 57 1/7 rods; thence East 56 Rods to the quarter section line; thence South 57 1/7 rods to the point of beginning, all said lands being in Section 34, Township 1 North, Range 58 West of the 6th P.M.

**COUNTY OF MORGAN,
STATE OF COLORADO.**

PARCEL 1:

The West 1/2 of Section 28, Township 1 South, Range 57 West of the 6th PM., County of Adams, State of Colorado, Except those portions described in Book 248 at Page 188 and Book 262 at Page 208.

The Northwest 1/4 of Section 33, Township 1 South, Range 57 West of the 6th PM., County of Adams, State of Colorado.

Parcel 3:

A parcel of land beginning at the Southwest corner of Section 28, Township 1 South, Range 57 West of the 6th PM.; thence East along the south Section line, a distance of 30 rods; thence North, a distance of 43 rods to a point 30 rods East of the West Section line; thence in a Northwesterly direction, a distance of 38 rods to a point 18 rods East of the West line of said Section; thence in a Northwesterly direction, a distance of 22 rods to a point on the West Section line, a distance of 95 rods North from the Southwest corner; thence South, along the West Section line to the Place of Beginning, County of Adams, State of Colorado,

Parcel 4:

A parcel of land beginning at the Northeast corner of the Northwest 1/4 of Section 28, Township 1 South, Range 57 West of the 6th PM., thence South along the half Section line, a distance of 30 feet; thence on a line due Northwest to a point on the Section line which is 30 feet West of the Northeast corner of the Northwest 1/4 of said Section 28; thence East along the Section line to the Northeast corner of said Northwest 1/4 of Section 28 to the Point of Beginning, County of Adams, State of Colorado

**County of Adams,
State of Colorado.**

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-027.000

Vesting

Legal Description:

A tract of land situated in the South Half of the Northeast Quarter (S1/2 NE1/4), Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), the Southeast Quarter (SE1/4) and part of the Southwest Quarter (SW1/4) in Section 34, Township 1 North, Range 58 West of the 6th P.M., Morgan County, Colorado, more particularly described in Quit Claim Deed, dated March 23, 2007, from Dennis Hawes and Connie Hawes to Dennis D. Hawes and Connie S. Hawes, as Tenants in Common, recorded under Reception number 842262, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: 1487-340-00-003, R010731

Apparent Record Fee Owner:

Dennis D. Hawes and Connie S. Hawes,
as tenants in common
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Dennis D. and Connie S. Hawes
14998 County Road B
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Dennis D. Hawes and Connie S. Hawes, as Tenants in Common

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Quit Claim Deed		Grantor:	Dennis Hawes and Connie Hawes
Instrument Date:	3/23/2007		Grantee:	Dennis D. Hawes and Connie S. Hawes, as Tenants in Common
Recorded Date:	4/25/2007		Clerk's File #:	842262
Volume or Book:			Page Number:	

Doc Title:	Warranty Deed		Grantor:	Daniel D. Foster and Clara M. Foster
Instrument Date:	10/12/1993		Grantee:	Dennis D. Hawes and Connie S. Hawes, as joint tenants
Recorded Date:	10/13/1993		Clerk's File #:	738452
Volume or Book:	960		Page Number:	65

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from October 13, 1993 through July 17, 2019.

Dated:	7/19/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/19/2019	

Recorded at
Reception No

300
670678

o'clock

P

M.

APR 28 1983

Fay A. Vondy

Recorder

0-765,000

BOOK 841 PAGE 827

R. L. Helget

whose address is South Star Route, Fort Morgan,

County of Morgan, State of

Colorado, for the consideration of * Ten

Dollars & other valuable consideration *

do hereby in hand paid, hereby sell(s) and convey(s) to

State Documentary Fee
Date APR 28 1983
\$ 26.50

Eldon D. Hawes and Karen K. Hawes, as joint tenants,

whose legal address is South Star Route, Fort Morgan,

County of

Morgan, and State of Colo. the following real property in the

County of Morgan, and State of Colorado, to wit:

The South 10 acres S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23; the South 10 acres S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 25; E $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ of Section 26 and All of Section 35, all in Township 1 North, Range 58 West of the 6th P.M.

Together with all improvements situated thereon and all water and water rights appurtenant thereto, including but not limited to those wells decreed in Case No. W-5932 in Water Division I, excepting one small tin lawn equipment building and all stock watering tanks;

~~also known as street and corner~~

with all its appurtenances, and warrant(s) the title to the same, subject to easements and rights of way of record; prior mineral reservations of record; special assessment and taxing districts of record; 1983 taxes due and payable in 1984 and thereafter.

Signed this 27th day of April, 1983

- R. L. Helget

STATE OF COLORADO,

County of Morgan

} ss.

The foregoing instrument was acknowledged before me this 27th day of April, 1983 by R. L. Helget.

My commission expires 7/2/84
Witness my hand and official seal.

317 Ensign Street
Fort Morgan, CO 80701

Notary Public

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-028.000

Vesting

Legal Description:

A tract of land situated in All of Section Thirty Five (35), Township One (1) North, Range Fifty Eight (58) West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed, dated April 27, 1983, from R. L. Helget to Eldon D. Hawes and Karen K. Hawes, as joint tenants, recorded under Reception number 670678, in Book 841, Page 827, less and except a parcel of land more particularly described in Warranty Deed, dated December 27, 2007, from Eldon D. Hawes and Karen K. Hawes to NE Colorado Cellular, Inc., under Reception number 847062, in the Register of Deeds records , Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: 1487-350-00-001, R010857

Apparent Record Fee Owner:

Eldon D. Hawes and Karen K. Hawes,
as joint tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Eldon D. and Karen K. Hawes
3757 County Road 14
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Eldon D. Hawes and Karen K. Hawes, as joint tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Eldon D. Hawes and Karen K. Hawes
Instrument Date:	12/27/2007		Grantee:	NE Colorado Cellular, Inc.
Recorded Date:	1/4/2008		Clerk's File #:	847062
Volume or Book:			Page Number:	

Doc Title:	Warranty Deed		Grantor:	R. L. Helget
Instrument Date:	4/27/1983		Grantee:	Eldon D. Hawes and Karen K. Hawes, as joint tenants
Recorded Date:	4/28/1983		Clerk's File #:	670678
Volume or Book:	841		Page Number:	827

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

Document Searched

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from April 28, 1983 through July 17, 2019.

Dated:	7/19/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/19/2019	

Recorded at 1132 o'clock A.M. APR 18 1983
Reception No. 670334

Fay A. Vandy

Recorder.

204,350

McConnell

whose address is 614 Aurora, Fort Morgan

County of Morgan, State of

Colorado, for the consideration of

Ten Dollars and other valuable consideration
dollars, in hand paid, hereby sell(s) and convey(s) to

RON D. HAWES and BARBARA K. HAWES

BOOK 841 PAGE 465

State Documentary Fee
Date APR 18 1983
\$ 20.48

whose legal address is 719 Sherman Street, Fort Morgan

County of

Morgan

, and State of Colo.

the following real property in the

County of Morgan, and State of Colorado, to wit:

All of Section 36, Twp. 1 North, Range 58 West of the
6th P. M., Morgan County, Colorado,

EXCEPTING all previous oil, gas and other mineral reservations
of record;

SUBJECT to present lease in favor of Wm. McConnell, Grantees,
however, to receive landlords' share under said lease.

also known as section and number xx

with all its appurtenances, and warrant(s) the title to the same, subject to
rights of way and easements of record; oil and gas leases
of record and storage agreements of record; taxes of 1983,
due and payable in 1984.

Signed this 14th day of April, 19 83

Murray L. McConnell

Murray L. McConnell

Mildred L. McConnell

Mildred L. McConnell

STATE OF COLORADO,

County of Morgan

The foregoing instrument was acknowledged before me this 14th
day of April, 19 83 by Murray L. McConnell and
Mildred L. McConnell

My commission expires 7/21/84
Witness my hand and official seal.



Barbara K. Hawes

Notary Public

Address: 317 Ensign Street
Fort Morgan, CO 80701

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-029.000

Vesting

Legal Description:

A tract of land situated in All of Section 36, Township 1 North, Range 58 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed, dated April 14, 1983, from Murray L. McConnell and Mildred L. McConnell to Ron D. Hawes and Barbara K. Hawes, recorded under Reception number 670334, in Book 841, Page 465, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: R010862, 1487-360-00-001

Apparent Record Fee Owner:

Ron D. Hawes and Barbara K. Hawes
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Ron D. and Barbara K. Hawes
719 Sherman Street
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Ron D. Hawes and Barbara K. Hawes

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Murray L. McConnell and Mildred L. McConnell
Instrument Date:	4/14/1983		Grantee:	Ron D. Hawes and Barbara K. Hawes
Recorded Date:	4/18/1983		Clerk's File #:	670334
Volume or Book:	841		Page Number:	465

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from April 18, 1983 through July 16, 2019.

Dated:	7/18/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/18/2019	



827513 08/07/2005 11:52A B1213 P973 C. INGMIRE
1 of 1 R 6.00 D 0.00 Morgan County, CO

PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED is made by **EDWIN C. JESS** as Personal Representative of the **ESTATE OF PHYLLIS L. JESS**, deceased, Grantor, and **EDWIN C. JESS and HAZEL M. JESS**, as joint tenants, whose address is 16193 MCR W, Fort Morgan CO 80701, Grantees.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent and is dated May 25, 1988. The decedent made and executed a Codicil to said Last Will and Testament, which Codicil is dated August 16, 1994. Said Last Will and Testament and Codicil thereto were duly admitted to formal probate on January 7, 2005 by the District Court in and for the County of Morgan, State of Colorado, Probate No. 05PR03;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on January 7, 2005 and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantees, as the person entitled to distribution of the property in the above captioned estate, the following described real property situate in the County of Morgan, State of Colorado, to-wit:

Township 1 North, Range 57 West of the 6th P.M., Morgan County

Section 29: W $\frac{1}{2}$

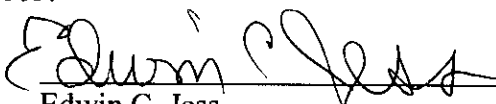
Section 31: NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ (one-half interest)

Section 32: NW $\frac{1}{4}$ NW $\frac{1}{4}$

TOGETHER with all improvements located thereon.

With all appurtenances, subject to covenants, easements and rights of way of record, special assessments and taxing districts of record, public utility letters of record, patent reservations of record, oil and gas leases of record, and the general property taxes for the year 2005 due and payable in 2006 and thereafter.

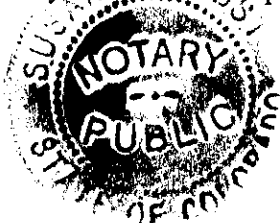
Executed this 2nd day of June 2005.



Edwin C. Jess
Personal Representative of the Estate of
Phyllis L. Jess, deceased

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 2nd day of June 2005, by Edwin C. Jess, Personal Representative of the Estate of Phyllis L. Jess, deceased.

WITNESS my hand and official seal.
My commission expires: 6/1/08




Notary Public

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-030.000

Vesting

Legal Description:

A tract of land situated in the Northwest Quarter (NW1/4) and the West Half of the Southwest Quarter (W1/2 SW1/4) in Section 31, Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described in Personal Representative's Deed, dated June 2, 2005, from Edwin C. Jess as Personal Representative of the Estate of Phyllis L. Jess, deceased, to Edwin C. Jess and Hazel M. Jess, as joint tenants, under Reception number 827513, in Book 1213, Page 973, and in Warranty Deed, dated April 2, 1993, from Gayle Osborn to Edwin C. Jess and Hazel M. Jess, as joint tenants, under Reception number 735385, in Book 953, Page 256, recorded in the Register of Deeds records, Morgan County Colorado, less and except any conveyances heretofore made.

Tax ID: 1489-310-002, R010924

Apparent Record Fee Owner:

Edwin C. Jess and Hazel M. Jess, as joint tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Edwin C. and Hazel M. Jess
16193 County Road W
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Edwin C. Jess and Hazel M. Jess, as joint tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Personal Representative's Deed		Grantor:	Edwin C. Jess as Personal Representative of the Estate of Phyllis L. Jess, deceased
Instrument Date:	6/2/2005		Grantee:	Edwin C. Jess and Hazel M. Jess, as joint tenants
Recorded Date:	6/7/2005		Clerk's File #:	827513
Volume or Book:	1213		Page Number:	973

Doc Title:	Warranty Deed		Grantor:	Gayle Osborn
Instrument Date:	4/2/1993		Grantee:	Edwin C. Jess and Hazel M. Jess, as joint tenants
Recorded Date:	4/2/1993		Clerk's File #:	735385
Volume or Book:	953		Page Number:	256

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from May 22, 1944 through July 16, 2019.

Dated:	7/18/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/18/2019	

WARRANTY DEED

TERRY MUSGRAVE

Grantor(s)

whose address is

County of MORGAN, State of COLORADO

for the consideration of Thirty Two Thousand and no/100

dollars, in hand paid, hereby sell(s) and convey(s) to EDWIN C. JESS and HAZEL M. JESS, as Joint Tenants

whose legal address is 16193 RD W, FT. MORGAN, COLORADO 80701

County of MORGAN, and State of COLORADO

the following real property in the County of MORGAN, and State of Colorado, to wit:

The E1/2SW1/4 of Section 31, Township 1 North, Range 57 West of the 6th P.M.

County of Morgan,
State of Colorado.

819009 06/28/2004 12:02P B1183 P488 F. JOHNSON
1 of 1 R 6.00 D 3.20 Morgan County, CO

also known by street and number as VACANT LAND, ,

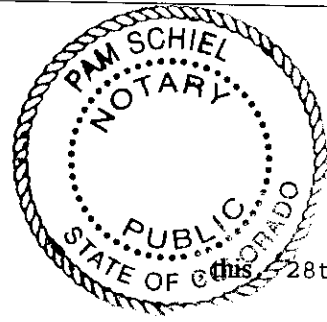
with all its appurtenances, and warrant(s) to title to the same, subject to 2004 TAXES DUE IN 2005; PATENT RESERVATIONS OF RECORD; MINERAL RESERVATIONS OF RECORD; OIL & GAS LEASES OF RECORD; UTILITY EXCAVATION NOTICES OF RECORD

Signed this 28th day of June, 2004

Terry Musgrave
TERRY MUSGRAVE

STATE OF COLORADO,
County of MORGAN

} SS.



The foregoing instrument was acknowledged before me in the
of MORGAN, State of COLORADO
of June, 2004, by TERRY MUSGRAVE

My commission expires 1/26/07

Pam Schiel
Notary Public

CO-MO-031.000

Recp# 819009 Bk 1183 Pg 488 6/28/2004 6/28/2004

Refanto: Edwin. Jess
16193 Rd W
Ft. Morgan

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-031.000

Vesting

Legal Description:

A tract of land situated in the East half of the Southwest Quarter (E1/2 SW1/4) of Section 31, Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado, and more particularly described in Warranty Deed, dated June 28th, 2004, from Terry Musgrave to Edwin C. Jess and Hazel M. Jess, as Joint Tenants, recorded under Reception Number 819009, Book 1183, Page 488, in the Register of Deeds records, Morgan County Colorado, less and except any conveyances heretofore made.

Tax ID: 1489-310-00-005, R019478

Apparent Record Fee Owner:

Edwin C. Jess and Jess M. Jess, as Joint Tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Edwin C. and Hazel M. Jess
16193 County Road W
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Edwin C. Jess and Hazel M. Jess, as Joint Tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Terry Musgrave
Instrument Date:	6/28/2004		Grantee:	Edwin C. Jess and Hazel C. Jess, as Joint Tenants
Recorded Date:	6/28/2004		Clerk's File #:	819009
Volume or Book:	1183		Page Number:	488

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from June 28, 2004 through July 16, 2019.

Dated:	7/18/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/18/2019	

**NO DOCUMENTARY FEE REQUIRED\CONVENIENCE DEED
EXEMPT FROM REAL PROPERTY TRANSFER TAX/OWNERSHIP CONFIRMATION**

Bargain and Sale Deed

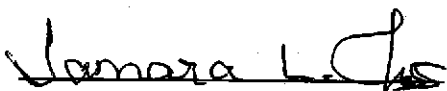
Know All Men By These Presents, that Tamara L. Jess, of the County of Morgan (referred to as "Grantor") whose legal address is 17265 County Road V, Fort Morgan, CO 80701, for the consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, hereby sells and conveys to the Tammy Jess Trust, dated April 4, 2019, which has an address of 17265 County Road V, Fort Morgan, CO 80701, County of Morgan, State of Colorado, the following real property situated in County of Morgan, State of Colorado, to wit:

The SE1/4, SW1/4NE1/4 of Section 31, Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

Also known by street and number as: VACANT

To the extent that the real property description contained in this deed is incomplete, incorrect or not legally sufficient, the property hereby conveyed is the same property conveyed by Warranty Deed recorded on April 17, 2013 at Reception No. 881650 in the real property records of the County of Morgan, State of Colorado.

Signed and delivered this 4th day of April, 2019.


Tamara L. Jess

STATE OF COLORADO

)

) ss.

COUNTY OF MORGAN

)

The foregoing instrument was acknowledged before me this 4th day of April, 2019, by Tamara L. Jess.

Witness my hand and official seal

(SEAL)

BRIAN BUDMAN
Notary Public
State of Colorado
Notary ID # 20104059511
My Commission Expires 01-07-2023


Notary Public

My commission expires: Jun 7, 2023

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-032.000

Vesting

Legal Description:

A tract of land situated in the Southeast Quarter (SE1/4), the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 31, Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described in that Bargain and Sale Deed, dated April 4, 2019, from Tamara L. Jess to the Tammy Jess Trust, dated April4, 2019, recorded under Reception number 918013, in the Register of Deeds records, Morgan County, Colorado, less and except any conveyances heretofore made.

Tax ID: R010821, 1489-310-00-004

Apparent Record Fee Owner:

The Tammy Jess Trust, dated April 4, 2019
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Tammy Jess Trust
17265 County Road V
Fort Morgan, CO 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

The Tammy Jess Trust, dated April 4, 2019

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Bargain and Sale Deed		Grantor:	Tamara L. Jess
Instrument Date:	4/4/2019		Grantee:	The Tammy Jess Trust, dated April 4, 2019
Recorded Date:	4/25/2019		Clerk's File #:	918013
Volume or Book:			Page Number:	

Doc Title:	Warranty Deed		Grantor:	Terry Musgrave
Instrument Date:	4/16/2013		Grantee:	Irwin L. Jess and Tamara L. Jess, as joint tenants
Recorded Date:	4/17/2013		Clerk's File #:	881650
Volume or Book:			Page Number:	

Easement

Document Searched

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from December 16, 1983 through July 16, 2019.

Dated:	7/18/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/18/2019	



822718 11/23/2004 10:55A B1196 P613 F. JOHNSON
1 of 1 R 6.00 D 0.00 Morgan County, CO

CORRECTION WARRANTY DEED

THIS DEED, made this 27 day of October, 2004, between **HOUGH FARMS, INC., a Colorado Corporation**, Grantor, whose legal address is 700 Colfax, Fort Morgan, Colorado 80701, and **JOBE J. RAMEY and RUBY J. RAMEY, as tenants in common**, Grantee, whose legal address is 904 Meng Drive, Fort Morgan, Colorado 80701 of the County of Morgan and State of Colorado.

WITNESSETH, 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 Grantees, its successors and assigns forever, in and to the following described real-estate being in the County of Morgan and State of Colorado, described as follows:

An undivided two-third (2/3rd) interest in and to the South Half (S½) and the Northeast Quarter (NE¼) of Section 32, Township 1 North, Range 57 West of the 6th P.M., AND that part of the Northwest Quarter (NW¼) of Section 32, Township 1 North, Range 57 West of the 6th P.M., described as follows: Commencing at the Northeast corner of the NW¼ of said Section 32, running thence South to the Southeast corner of said NW¼; thence West to the Southwest corner of the SE¼NW¼ of said Section; thence Northeasterly to the point of beginning;

TOGETHER WITH the growing wheat crop and the 2001 FSA PFC contract payments.

Excepting all oil, gas, or other prior mineral reservations of record and RESERVING UNTO THE GRANTOR its successors and assigns an undivided one-half (1/2) interest in all oil, gas, or other minerals standing in the name of the Grantor, together with the right to explore for and develop the same, for a period of 20 years from May 16, 2001, or so long thereafter as oil, gas or other minerals are being produced in paying quantities from the within described real estate in the event that oil, gas or other minerals are being produced from said properties at the termination of said 20 years from May 16, 2001.

NOTE: This deed is given to correct the legal description in Warranty Deed recorded May 18, 2001 in Book 1089 at Page 869 of the Morgan County, Colorado records.

TOGETHER with all the singular the hereditaments and appurtenances thereto 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 the said premises above bargained and described with the appurtenances unto the Grantees, their successors and assigns forever. And the Grantor, for itself and its successors does covenant, grant, bargain and agree to and with the Grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premise above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements and rights of way of record; special assessments and taxing district of record; prior mineral reservations of record; patent reservations of record; public utility letters of record; and the 2001 taxes due and payable in 2002; rights of way, easements and all oil, gas, and other mineral reservations of record.

The Grantor shall and will WARRANTY AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantees, their successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. 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 deed the day and year first above written.

Hough Farms, Inc., a Colorado corporation

By: R. M. Hough, Jr.
R. M. Hough, Jr., President

ATTEST:

Mark A. Hough, Secretary

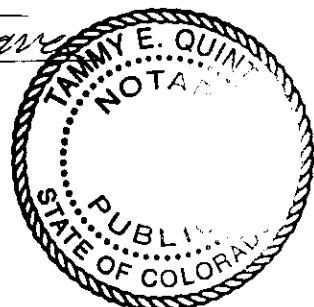
STATE OF COLORADO

COUNTY OF MORGAN

Acknowledged before me this 27 day of October, 2004, by R. M. Hough, Jr., President and Mark A. Hough, Secretary of Hough Farms, Inc., a Colorado corporation. Witness my hand and official seal.

Notary Public

My commission expires: 7-10-05



Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-033.000

Vesting

Legal Description:

A tract of land situated in the South Half (S/2), the Northeast Quarter (NE/4) and part of the Northwest Quarter (NW/4) of Section 32, Township 1 South, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described in Correction Warranty Deed, dated October 27, 2004, from Hough Farms, Inc., a Colorado Corporation to Jobe J. Ramey and Ruby J. Ramey, as tenants in common, recorded in the Register of Deeds records under Reception number 822718, Book 1196, Page 613, recorded November 23, 2004; and more particularly described in Warranty Deed, dated May 16, 2001, from Hough Farms, Inc., a Colorado Corporation, to Stanley L. Ramey and Crystal L. Ramey, recorded in the Register of Deeds records, under reception number 792054, Book 1089, Page 868, recorded May 18, 2001; less and except any conveyances heretofore made.

Tax ID: R010897, 1489-320-00-001

Apparent Record Fee Owner:

Jobe J. Ramey and Ruby J. Ramey, as
tenants in common
(66.667% undivided interest)

Stanley L. Ramey and Crystal L.
Ramey, as joint tenants
(33.333% undivided interest)
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Jobe J. and Ruby J. Ramey and Stanley L. and Crystal L.
Ramey
4006 County Road 17
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Jobe J. Ramey and Ruby J. Ramey, as tenants in common and Stanley L. Ramey and Crystal L. Ramey, as joint tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Correction Warranty Deed		Grantor:	Hough Farms, Inc., a Colorado Corporation
Instrument Date:	10/27/2004		Grantee:	Jobe J. Ramey and Ruby J. Ramey, as tenants in common
Recorded Date:	11/23/2004		Clerk's File #:	822718
Volume or Book:	1196		Page Number:	613

Doc Title:	Warranty Deed		Grantor:	Hough Farms, Inc., a Colorado Corporation
Instrument Date:	5/16/2001		Grantee:	Stanley L. Ramey and Crystal L. Ramey, as joint tenants
Recorded Date:	5/18/2001		Clerk's File #:	792054
Volume or Book:	1089		Page Number:	868

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) **only** as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from August 25, 1975 through July 12, 2019.

Dated:	7/16/2019	Signed: <u>Ben Perrine</u> Ben Perrine, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/16/2019	



SPECIAL WARRANTY DEED

Curtis D. Lewton and Barbara J. Lewton, Grantors, for Ten Dollars and other good and valuable consideration, in hand paid, **hereby sell and convey to Lewton Land Co.**, a Colorado general partnership, Grantee, whose address is 47500 E. 144th Avenue, Bennett, Colorado 80102, the following real property in the County of Morgan, State of Colorado:

The South Half (S1/2) of Section 21;
The South Half (S1/2) of Section 22;
The South Half (S1/2) of Section 23;

That portion of Section 25 described as follows: Beginning at the SW corner of Section 25; thence N0°16'20" E along the west line of Sec. 25 a distance of 2653.21 feet to the NW corner of the S1/2 of said Sec. 25; thence N 89°53'10" E along the north line of said S1/2 a distance of 3223.24 feet; thence S 0°52'07" W a distance of 1203.83 feet; thence S 8°17'19" W a distance of 331.99 feet to the beginning of a tangent curve to the right (concave northwesterly); thence southwesterly along said curve through a central angle of 79°14'08", radius of 400.00 feet, long chord of S 47°54'20" W 510.13 feet an arc length of 553.17 feet; thence S 87°37'04" W a distance of 131.11 feet to the beginning of a tangent curve to the left (concave southeasterly); thence southwesterly along said curve through a central angle of 88°58'07", radius of 35.00 feet, long chord of S 43°07'29" W 49.05 feet an arc length of 54.38 feet; thence S 1°21'16" E a distance of 712.54 feet to a point on the south line of the S1/2 of said Sec. 25; thence S 89°18'37" W along the south line of said Sec. 25 a distance of 2646.05 feet to the point of beginning.

All of Section 26;
All of Section 27;
All of Section 28;

All of Section 33 and

All of Section 34,

All in Township 1 North, Range 57 West of the 6th P.M.,
Morgan County, Colorado.

EXEMPT FROM DOCUMENTARY FEE
UNDER C.R.S. §§ 39-13-102(2)(A) AND 104(1)(B)

TOGETHER with all its appurtenances and warrant title against all persons claiming by, through and under it SUBJECT TO AND EXCEPTING: general taxes for 2012 and subsequent years payable in 2013 and subsequent years and any and all

documents of record, including but not limited to deeds of trust, mortgages, liens, easements, mineral reservations, covenants, use agreements, leases and declarations. **This instrument was prepared without a title examination or title search. Therefore, the preparer makes no certification as to the validity of the title.**

EXECUTED January 18, 2013.

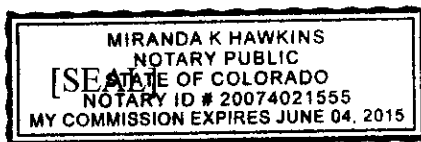
Curtis D. Lewton
Curtis D. Lewton


Barbara J. Lewton

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Special Warranty Deed was acknowledged before me this 5th day of January, 2012 by Curtis D. Lewton and Barbara J. Lewton.

Witness my hand and official seal.
My commission expires 6-4-2015



Michael K. Williams
Notary Public

WHEN RECORDED RETURN TO:
Goddard & Goddard, P.C.
1444 Blake Street
Denver, CO 80202

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-034.000

Vesting

Legal Description:

A tract of land situated in All of Section 33, Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described in Special Warranty Deed, dated January 18, 2013, from Curtis D. Lewton and Barbara J. Lewton to Lewton Land Co., a Colorado general partnership, recorded in the Register of Deeds, Morgan County, Colorado, records recorded under reception number 880416, recorded February 11, 2013, less and except any conveyances heretofore made.

Tax ID: R010901, 1489-330-00-001, R010900, 1489-330-00-002

Apparent Record Fee Owner:

Lewton Land Co, a Colorado general partnership
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Lewton Land Co.
47500 E 144th Ave
Bennett Colorado 80102

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Lewton Land Co., a Colorado general partnership

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Special Warranty Deed		Grantor:	Curtis D. Lewton and Barbara J. Lewton
Instrument Date:	1/18/2013		Grantee:	Lewton Land Co., a Colorado general partnership
Recorded Date:	2/11/2013		Clerk's File #:	880416
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from February 26, 2002 through July 29, 2019.

Dated:	7/31/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/31/2019	



SPECIAL WARRANTY DEED

Curtis D. Lewton and Barbara J. Lewton, Grantors, for Ten Dollars and other good and valuable consideration, in hand paid, **hereby sell and convey to Lewton Land Co.**, a Colorado general partnership, Grantee, whose address is 47500 E. 144th Avenue, Bennett, Colorado 80102, the following real property in the County of Morgan, State of Colorado:

The South Half (S1/2) of Section 21;
The South Half (S1/2) of Section 22;
The South Half (S1/2) of Section 23;

That portion of Section 25 described as follows: Beginning at the SW corner of Section 25; thence N0°16'20" E along the west line of Sec. 25 a distance of 2653.21 feet to the NW corner of the S1/2 of said Sec. 25; thence N 89°53'10" E along the north line of said S1/2 a distance of 3223.24 feet; thence S 0°52'07" W a distance of 1203.83 feet; thence S 8°17'19" W a distance of 331.99 feet to the beginning of a tangent curve to the right (concave northwesterly); thence southwesterly along said curve through a central angle of 79°14'08", radius of 400.00 feet, long chord of S 47°54'20" W 510.13 feet an arc length of 553.17 feet; thence S 87°37'04" W a distance of 131.11 feet to the beginning of a tangent curve to the left (concave southeasterly); thence southwesterly along said curve through a central angle of 88°58'07", radius of 35.00 feet, long chord of S 43°07'29" W 49.05 feet an arc length of 54.38 feet; thence S 1°21'16" E a distance of 712.54 feet to a point on the south line of the S1/2 of said Sec. 25; thence S 89°18'37" W along the south line of said Sec. 25 a distance of 2646.05 feet to the point of beginning.

All of Section 26;
All of Section 27;
All of Section 28;

All of Section 33 and

All of Section 34,
All in Township 1 North, Range 57 West of the 6th P.M.,
Morgan County, Colorado.

EXEMPT FROM DOCUMENTARY FEE
UNDER C.R.S. §§ 39-13-102(2)(A) AND 104(1)(B)

TOGETHER with all its appurtenances and warrant title against all persons claiming by, through and under it SUBJECT TO AND EXCEPTING: general taxes for 2012 and subsequent years payable in 2013 and subsequent years and any and all

documents of record, including but not limited to deeds of trust, mortgages, liens, easements, mineral reservations, covenants, use agreements, leases and declarations. **This instrument was prepared without a title examination or title search. Therefore, the preparer makes no certification as to the validity of the title.**

EXECUTED January 18, 2013.

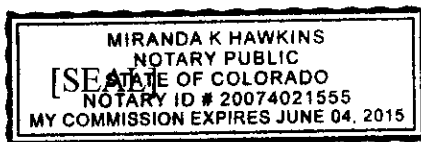
Curtis D. Lewton
Curtis D. Lewton


Barbara J. Lewton

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Special Warranty Deed was acknowledged before me this 5th day of January, 2012 by Curtis D. Lewton and Barbara J. Lewton.

Witness my hand and official seal.
My commission expires 6-4-2015



Michael K. Williams
Notary Public

WHEN RECORDED RETURN TO:
Goddard & Goddard, P.C.
1444 Blake Street
Denver, CO 80202

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-036.000

Vesting

Legal Description:

A tract of land situated in All of Section Thirty Four (34), Township One (1) North, Range Fifty Seven (57) West of the 6th P.M., Morgan County, Colorado, more particularly described in Special Warranty Deed, dated January 18, 2013, from Curtis D. Lewton and Barbara J. Lewton to Lewton Land Co., a Colorado general partnership, recorded in the Register of Deeds records under Reception number 880416, recorded February 11, 2013; less and except any conveyances heretofore made.

Tax ID: 1489-340-00-001, R010902

Apparent Record Fee Owner:

Lewton Land Co., a Colorado general partnership
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Lewton Land Co.
47500 E 144th Avenue
Bennett, Colorado 80102

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Lewton Land Co., a Colorado general partnership

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Special Warranty Deed		Grantor:	Curtis D. Lewton and Barbara J. Lewton
Instrument Date:	1/18/2013		Grantee:	Lewton Land Co., a Colorado general partnership
Recorded Date:	2/11/2013		Clerk's File #:	880416
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from June 20, 2001 through July 12, 2019.

Dated:	7/16/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/16/2019	

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-037.000

Vesting

Legal Description:

A tract situated in the Southwest Quarter of Section 35, of Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described in Warranty Deed, dated September6, 2017, from Carl Zion and Lynn Zion to Jinxia Dong and Jiuzhong Lin, as Joint Tenants, recorded in the Register of Deeds records under Reception number 907753, recorded September 6, 2017; less and except any conveyances heretofore made.

Tax ID: R010908, 1489-350-00-001

Apparent Record Fee Owner:

Jinxia Dong and Jiuzhong Lin, as Joint Tenants
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Jiuzhong Lin & Jinxia Dong
22221 County Road A
Fort Morgan, Colorado 80701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Jinxia Dong and Jiuzhong Lin, as joint tenants

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Warranty Deed		Grantor:	Carl Zion and Lynn Zion
Instrument Date:	9/6/2017		Grantee:	Jinxia Dong and Jiuzhong Lin, as Joint Tenants
Recorded Date:	9/6/2017		Clerk's File #:	907753
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Please see vesting deed for CO-MO-038.000 in which Grantors quit claim a portion of subject property. All research indicates that Grantors had no ownership in the subject property. The situation is further explained in the comments for CO-MO-038.000, but does not appear to affect ownership/acreage in subject property.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from February 27, 2007 through July 12, 2019.

Dated:	7/15/2019	Signed: <u><i>Carol Ledgewood</i></u> Carol Ledgewood, Abstractor
Reviewed By:	<u><i>Ben Perrine</i></u>	
Dated:	7/15/2019	



QUITCLAIM DEED

AS A GIFT AND WITHOUT CONSIDERATION, **Bittersweet Turf Farms, Inc., a Colorado corporation, formerly known as G & H Turf, Inc., a Colorado corporation,** hereby QUITCLAIMS to **Shifting Sands Ranch, LLC, a Colorado limited liability company,** whose legal address is P.O. Box 175, Roggen, Colorado 80652, all of the real estate described as follows:

Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado:

All of Section Thirty-five (35), EXCEPT a Seventeen (17) acre parcel located in the Southwest Quarter (SW/4);

The Northeast Quarter (NE/4) of Section Twenty-five (25);

The Southeast Quarter (SE/4) of Section Twenty-four (24);

The East 133.4 acres of grass located in the Southeast Quarter (SE/4) of Section Twenty-five (25); and

All of the State of Colorado Lease in Section Thirty-six (36).

Township 1 North, Range 56 West of the 6th P.M., Morgan County, Colorado:

All of Section Thirty (30); and

The West Half (W/2) of Section Nineteen (19).

together with all its appurtenances, EXCEPT AND SUBJECT TO all prior mineral reservations, oil and gas leases, rights-of-way, easements and protective covenants of record, if any.

[No Documentary Fee Required; Consideration less than \$500.]

DATED this August 21, 2012.

BITTERSWEET TURF FARMS, INC.,
a Colorado corporation,
formerly known as G & H Turf, Inc.

BY: 

Sylvester Gamel, President

Please return recorded Quitclaim Deed to:

Todd W. Davidson
Hampton & Royce, L.C.
P.O. Box 1247
Salina, Kansas 67402-1247

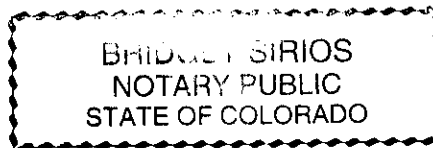
State of Colorado)
) ss
County of Morgan)

The foregoing instrument was acknowledged before me this August 21, 2012, by Sylvester Gamel, as President of Bittersweet Turf Farms, Inc., a Colorado corporation, for and on behalf of said corporation.

Bridget S.
Notary Public

My Appointment Expires:

5/25/2014



Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-038.000

Vesting

Legal Description:

A tact of land situated in All of Section Thirty-five (35), EXCEPT a Seventeen(17) acres parcel located in the Southwest Quarter (SW/4), in Township One (1) North, Range Fifty-seven (57) West of the 6th P.M., in Morgan County, Colorado, more particularly described in Quit Claim Deed, dated August 21, 2012, from Bittersweet Turf Farms, Inc., a Colorado corporation, formerly known as G & H Turf, Inc., A Colorado corporation, to Shifting Sands Ranch, LLC, a Colorado limited liability company, recorded in the Register of Deeds of Morgan County records under Reception number 877810, recorded 9/11/2012; less any conveyances heretofore made.

Tax ID: 1489-350-00-002, R010907

Apparent Record Fee Owner:

Shifting Sands Ranch, LLC, a Colorado limited liability company
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Shifting Sands Ranch, LLC
P.O. Box 175
Roggen, CO 80652-0175

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Shifting Sands Ranch, LLC, a Colorado limited liability company

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Quit Claim Deed		Grantor:	Bittersweet Turf Farms, Inc., a Colorado corporation, formerly known as G & H Turf, Inc., a Colorado corporation
Instrument Date:	8/21/2012		Grantee:	Shifting Sands Ranch, LLC, a Colorado limited liability company
Recorded Date:	9/11/2012		Clerk's File #:	877810
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Vesting Deed in Clerk's file 877810 does not provide metes and bounds for the excepted property. For a more detailed legal description, please reference Warranty Deed, recorded in Book 1106, Page 743.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from January 30, 2002 through July 12, 2019.

Dated:	7/15/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/15/2019	

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-038.000

Vesting

Legal Description:

A tact of land situated in All of Section Thirty-five (35), EXCEPT a parcel located in the Southwest Quarter (SW/4) described by metes and bounds, in Township One (1) North, Range Fifty-seven (57) West of the 6th P.M., in Morgan County, Colorado, more particularly described in Warranty Deed, dated January 29, 2002, from FJG., a Colorado General Partnership, to G & H Turf, Inc., recorded under Reception number 797443, in the Register of Deeds records, Morgan County, Colorado, less any conveyances heretofore made.

Tax ID: 1489-350-00-002, R010907

Apparent Record Fee Owner:

Shifting Sands Ranch, LLC, a Colorado limited liability company
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Shifting Sands Ranch, LLC
P.O. Box 175
Roggen, CO 80652-0175

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Shifting Sands Ranch, LLC, a Colorado limited liability company

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Quit Claim Deed		Grantor:	Bittersweet Turf Farms, Inc., a Colorado corporation, formerly known as G & H Turf, Inc., a Colorado corporation
Instrument Date:	8/21/2012		Grantee:	Shifting Sands Ranch, LLC, a Colorado limited liability company
Recorded Date:	9/11/2012		Clerk's File #:	877810
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

There is a discrepancy in the legal description in vesting deed in Clerk's file 877810 does not provide metes and bounds for the excepted property. For a more detailed legal description, please reference Warranty Deed, recorded in Book 1106, Page 743. Also, 877810 excepts 17 acres whereas the tax card and previous deeds in the chain of title except 41.32 acres. It appears that Grantor in 877810 did not own the said 41.32 acres at the time of conveyance. Therefore, all of the 41.32 acres (also being CO-MO-037.000) should have been excepted from said vesting deed. It may be prudent to seek curative action from the apparent record fee owners regarding this matter.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County Register of Deeds and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from January 30, 2002 through July 12, 2019.

Dated:	7/15/2019	Signed: <u>Carol Ledgewood</u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u>Ben Perrine</u>	
Dated:	7/15/2019	

March 3, 1875.

CHAP. 139.—An act to enable the people of Colorado to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the inhabitants of the Territory of Colorado included in the boundaries hereinafter designated be, and they are hereby, authorized to form for themselves, out of said Territory, a State government, with the name of the State of Colorado; which State, when formed, shall be admitted into the Union upon an equal footing with the original States in all respects whatsoever, as hereinafter provided.

Boundaries.

SEC. 2. That the said State of Colorado shall consist of all the territory included within the following boundaries, to wit: Commencing on the thirty-seventh parallel of north latitude where the twenty-fifth meridian of longitude west from Washington crosses the same; thence north, on said meridian, to the forty-first parallel of north latitude; thence along said parallel west to the thirty-second meridian of longitude west from Washington; thence south on said meridian, to the thirty-seventh parallel of north latitude; thence along said thirty-seventh parallel of north latitude, to the place of beginning.

Who may vote at first election.

SEC. 3. That all persons qualified by law to vote for representatives to the general assembly of said Territory, at the date of the passage of this act, shall be qualified to be elected, and they are hereby authorized to vote for and choose representatives to form a convention under such rules and regulations as the governor of said Territory, the chief justice, and the United States attorney thereof may prescribe; and also to vote upon the acceptance or rejection of such constitution as may be formed by said convention, under such rules and regulations as said convention may prescribe; and the aforesaid representatives to form the aforesaid convention shall be apportioned among the several counties in said Territory in proportion to the vote polled in each of said counties at the last general election as near as may be; and said apportionment shall be made for said Territory by the governor, United States district attorney, and chief justice thereof, or any two of them; and the governor of said Territory shall, by proclamation, order an election of the representatives aforesaid to be held throughout the Territory at such time as shall be fixed by the governor, chief justice, and United States attorney, or any two of them, which proclamation shall be issued within ninety days next after the first day of September, eighteen hundred and seventy-five, and at least thirty days prior to the time of said election; and such election shall be conducted in the same manner as is prescribed by the laws of said Territory regulating elections therein for members of the house of representatives; and the number of members to said convention shall be the same as now constitutes both branches of the legislature of the aforesaid Territory.

Apportionment of representatives.

Time of first election, &c.

Meeting of convention to form State constitution.

SEC. 4. That the members of the convention thus elected shall meet at the capital of said Territory, on a day to be fixed by said governor, chief justice, and United States attorney, not more than sixty days subsequent to the day of election; which time of meeting shall be contained in the aforesaid proclamation mentioned in the third section of this act, and, after organization, shall declare, on behalf of the people of said Territory, that they adopt the Constitution of the United States; whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said Territory: *Provided*, That the constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except Indians not taxed, and not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence: *And provided further*, That said convention shall provide, by an ordinance irrevocable without the consent of the United States and the people of said State, first, that perfect toleration of religious sentiment shall be secured, and no inhabitant of said State shall ever be molested,

No distinction on account of race, color, &c.

Religious toleration.

in person or property, on account of his or her mode of religious worship; secondly, that the people inhabiting said Territory do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within said Territory, and that the same shall be and remain at the sole and entire disposition of the United States, and that the lands belonging to citizens of the United States residing without the said State shall never be taxed higher than the lands belonging to residents thereof, and that no taxes shall be imposed by the State on lands or property therein belonging to, or which may hereafter be purchased by the United States.

Unappropriated
public lands.

Taxes.

SEC. 5. That in case the constitution and State government shall be formed for the people of said Territory of Colorado, in compliance with the provisions of this act, said convention forming the same shall provide, by ordinance, for submitting said constitution to the people of said State for their ratification or rejection, at an election, to be held at such time, in the month of July, eighteen hundred and seventy-six, and at such places and under such regulations as may be prescribed by said convention, at which election the lawful voters of said new State shall vote directly for or against the proposed constitution; and the returns of said election shall be made to the acting governor of the Territory, who, with the chief justice and United States attorney of said Territory, or any two of them, shall canvass the same; and if a majority of legal votes shall be cast for said constitution in said proposed State, the said acting governor shall certify the same to the President of the United States, together with a copy of said constitution and ordinances; whereupon it shall be the duty of the President of the United States to issue his proclamation declaring the State admitted into the Union on an equal footing with the original States, without any further action whatever on the part of Congress.

Constitution to
be submitted to
popular vote.

Voting and re-
turns.

SEC. 6. That until the next general census said State shall be entitled to one Representative in the House of Representatives of the United States, which Representative, together with the governor and State and other officers provided for in said constitution, shall be elected on a day subsequent to the adoption of the constitution, and to be fixed by said constitutional convention; and until said State officers are elected and qualified under the provisions of the constitution, the territorial officers shall continue to discharge the duties of their respective offices.

Representative
in Congress.

SEC. 7. That sections numbered sixteen and thirty-six in every township, and where such sections have been sold or otherwise disposed of by any act of Congress, other lands, equivalent thereto, in legal subdivisions of not more than one quarter-section, and as contiguous as may be, are hereby granted to said State for the support of common schools.

School lands.

SEC. 8. That, provided the State of Colorado shall be admitted into the Union in accordance with the foregoing provisions of this act, fifty entire sections of the unappropriated public lands within said State, to be selected and located by direction of the legislature thereof, and with the approval of the President, on or before the first day of January, eighteen hundred and seventy-eight, shall be, and are hereby, granted, in legal subdivisions of not less than one quarter-section, to said State for the purpose of erecting public buildings at the capital of said State for legislative and judicial purposes, in such manner as the legislature shall prescribe.

Land for public
buildings.

SEC. 9. That fifty other entire sections of land as aforesaid, to be selected and located with the approval as aforesaid, in legal subdivisions as aforesaid, shall be, and they are hereby, granted to said State for the purpose of erecting a suitable building for a penitentiary or State prison in the manner aforesaid.

Penitentiary.

SEC. 10. That seventy-two other sections of land shall be set apart and reserved for the use and support of a State university, to be selected and approved in manner as aforesaid, and to be appropriated and applied as the legislature of said State may prescribe for the purpose named and for no other purpose.

State university

- Salt-springs. SEC. 11. That all salt-springs within said State, not exceeding twelve in number, with six sections of land adjoining, and as contiguous as may be to each, shall be granted to said State for its use, the said land to be selected by the governor of said State within two years after the admission of the State, and when so selected to be used and disposed of on such terms, conditions, and regulations as the legislature shall direct: *Provided*, That no salt-spring or lands the right whereof is now vested in any individual or individuals, or which hereafter shall be confirmed or adjudged to any individual or individuals, shall by this act be granted to said State.
- Proviso. SEC. 12. That five per centum of the proceeds of the sales of agricultural public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making such internal improvements within said State as the legislature thereof may direct: *Provided*, That this section shall not apply to any lands disposed of under the homestead-laws of the United States, or to any lands now or hereafter reserved for public or other uses.
- Five per cent. of sales of public lands for internal improvements. SEC. 13. That any balance of the appropriations for the legislative expenses of said Territory of Colorado remaining unexpended shall be applied to and used for defraying the expenses of said convention, and for the payment of the members thereof, under the same rules and regulations and rates as are now provided by law for the payment of the territorial legislature.
- Proviso. SEC. 14. That the two sections of land in each township herein granted for the support of common schools shall be disposed of only at public sale and at a price not less than two dollars and fifty cents per acre, the proceeds to constitute a permanent school-fund, the interest of which to be expended in the support of common schools.
- Unexpended balances of appropriations. SEC. 15. That all mineral-lands shall be excepted from the operation and grants of this act.
- School-fund. Approved, March 3, 1875.
- Mineral lands.

March 3, 1875.

CHAP. 140.—An act to establish the boundary-line between the State of Arkansas and the Indian country.

- Boundary-line between Arkansas and the Indian country. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the boundary-line between the State of Arkansas and the Indian country, as originally surveyed and marked, and upon which the lines of the surveys of the public lands in the State of Arkansas were closed, be, and the same is hereby, declared to be the permanent boundary-line between the said State of Arkansas and the Indian country.
- Boundary-line to be retraced, &c. SEC. 2. That the Secretary of the Interior shall, as soon as practicable, cause the boundary-line, as fixed in the foregoing section, to be retraced and marked in a distinct and permanent manner; and if the original line, when retraced, shall be found to differ in any respect from what the boundary-line would be if run in accordance with the provisions of the treaties establishing the eastern boundary-line of the Choctaw and Cherokee Nations, then the surveyors shall note such variations and compute the area of the land which in that case would be taken from the State of Arkansas or the Indian country, as the case may be; and the Secretary of the Interior shall also cause any monuments set up in any former survey indicating any line at variance with the survey provided for in this act to be obliterated.
- Variations to be noted, &c. Approved, March 3, 1875.

Limited Title Certificate

Line No. Liberty Pipeline
Tract No. CO-MO-039.000

Vesting

Legal Description:

A tract of land situated in All of Section 36, Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado, more particularly described in the Statehood Act, dated March 3, 1875; less and except any conveyances heretofore made.

Tax ID: R802768, 1489-360-00-900

Apparent Record Fee Owner:

State of Colorado
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

State of Colorado
Board of Land Commissioners
1313 Sherman St - Rm 620
Denver, CO 80203

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

State of Colorado

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Colorado - Statehood Act - 18 - Statute 474	Grantor:	Senate and House of Representatives of the United States of America
Instrument Date:	3/3/1875	Grantee:	State of Colorado
Recorded Date:	3/3/1875	Clerk's File #:	
Volume or Book:		Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

No Search at This Time

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

The Register of Deeds records did not have any recorded documents vesting the State of Colorado in ownership. The Tax Assessor did not either. this abstractor was told there had been a flood and the early records were lost.
A CORA request was filed with the Colorado State Land Board for any documentation they had that vested the State of Colorado with ownership.

Except as noted otherwise, the preceding information represents a careful search of the records of the Morgan County State of Colorado Board of Land Commissioner and District Court of Morgan County, Colorado. *The research was conducted using the name(s) only as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from March 02, 1875 through July 29, 2019.

Dated:	7/31/2019	Signed: <u><i>Carol Ledgewood</i></u>
		Carol Ledgewood, Abstractor
Reviewed By:	<u><i>Ben Perrine</i></u>	
Dated:	7/31/2019	



LIBERTY PIPELINE PROJECT

**Morgan County Planning and Zoning Department
Special Use Permit Application**

Prepared by



December 2019

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LIST OF ACRONYMS AND ABBREVIATIONS

Name	Description
BMP	Best Management Practice
Liberty	Colorado Liberty Pipeline LLC
MP	Milepost
Plan	Morgan County Comprehensive Plan
Project	Liberty Pipeline Project
ROW	Right-of-Way
SWMP	Stormwater Management Plan

1.0 EXHIBIT A – PROOF OF OWNERSHIP

See Exhibit A attachment for deeds and limited title certificates of properties crossed in Morgan County. All easement agreements will be recorded with the Morgan County Clerk and Recorder upon execution.

2.0 EXHIBIT B – NARRATIVE DESCRIBING PROJECT AND PURPOSE OF REQUEST

Colorado Liberty Pipeline LLC (Liberty) plans to build, own, and operate the Liberty Pipeline Project (Project). The Project is an approximately 720-mile, 24-inch diameter crude oil/condensate pipeline. The Project will originate in Platte County, Wyoming near the town of Guernsey and traverse through Colorado and Kansas before terminating in Lincoln County, Oklahoma, near the town of Cushing. The majority of the pipeline route follows existing infrastructure corridors.

The portion of the Project that will be constructed in Morgan County, Colorado is approximately 24 miles long, and begins approximately at milepost (MP) 198.2. The Project centerline crosses into the southwest corner of Morgan County from Weld County roughly at MP 198.0, and travels along the southern border to MP 222.2 where it exits Morgan County and enters Washington County. Exhibit P (attached) contains a map of the Project in Morgan County, including a vicinity map and a detailed mapset depicting the proposed pipeline route and workspaces. Information on the locations of the Project facilities is provided in Table 1.

Table 1: Facilities Associated with the Project in Morgan County ^a

Facility Name	Milepost	Dimensions	Diameter (in)
New Pipeline Facilities			
Liberty Pipeline	198.2-222.2	24.0 miles	24.0
New Aboveground Facilities			
Valve Site	204.3 and 209.5	50'x50' each	24.0
Access Roads	Multiple	10.5 miles total	generally 12-20' wide

^a The numbers in this table have been rounded for presentation purposes. As a result, the totals may not reflect the exact sum of the addends in all cases.

2.1 PROJECT PURPOSE

The Project will provide an integrated infrastructure network that serves the Rockies and Bakken key shale oil producing regions with connectivity to Cushing, Oklahoma.

2.2 PROJECT SCHEDULE

Construction of the Project is expected to begin in Quarter 2 of 2020. Construction in any given area will last approximately 6-12 months, with trench excavation limited to the shortest amount of time possible. Upon backfilling of the trench, the site will be stabilized using best management practices and reseeded using appropriate seed mixes. The Project is proposed to be in service by the Quarter 1 of 2021.

3.0 EXHIBIT C – NARRATIVE OF HOW PROJECT WILL RELATE TO OR IMPACT EXISTING ADJACENT USES, INCLUDING DESCRIPTION OF ALL OFF-SITE IMPACTS. INCLUDE MITIGATION MEASURES FOR OFF-SITE IMPACTS.

The Project crosses through unincorporated Morgan County, primarily through cultivated cropland and some developed areas (road crossings) in the Agriculture Production Zone (A). Upon completion of construction, the construction workspace will be restored to its previous condition. The construction workspace will be restored to its previous land use, including cultivated crops and herbaceous grasslands. No off-site impacts associated with the proposed Project will require additional infrastructure (utilities, drainage, and roads) or upgrades by the County or Special Districts.

Construction of the pipeline facilities will use both 50-foot permanent and 50-foot temporary easements. The two workspaces combined will comprise the 100-foot-wide construction right-of-way (ROW). During construction, additional temporary workspace (ATWS) areas alongside the permanent easement will be necessary to accommodate temporary storage of trench spoil; areas needed to string, weld, and install the pipeline; and movement and operation of construction equipment. ATWS areas may be required in areas of rocky soils; steep slopes; and rugged terrain; as well as for staging areas; truck turnarounds; utility crossovers; and utility, road, railroad, waterbody, and wetland crossings.

The permanent easement will be actively maintained, free of trees and tall shrubs for the life of the Project. Workspace associated with the construction and installation of pipelines requires careful planning in order to provide sufficient space and proper configuration. A typical ROW configuration is provided in the Exhibit P attachment.

The only additional aboveground features associated with the Project in Morgan County will be valves and standard pipeline markers placed at road crossings and other locations as required by the U.S. Department of Transportation, Office of Pipeline Safety regulations. Table 2 provides the land requirements for the Project in Morgan County.

Table 2: Land Requirements for Project Facilities ^a

Project Facilities	Land Affected (acres)	Miles Crossed
Permanent ROW	146.00	24.0
Temporary ROW	41.00	0.00
Additional Temporary Workspace	16.00	0.00
Block Valve Easement ^b	0.18	0.03
Temporary Access Road	27.00	10.5 (total length)
Total Project Land Affected	230.18	24.0 (permanent ROW)

^a The numbers in this table have been rounded for presentation purposes. As a result, the totals may not reflect the exact sum of the addends in all cases.

^b block valves are within the Permanent ROW acreage.

Construction of the Project is expected to begin in Quarter 2 of 2020 and is anticipated to be placed into service in Quarter 1 2021. Each construction spread may have separate contractors, so the timelines may vary slightly.

A total of 12 county roads are crossed by the Project within Morgan County. Table 3 summarizes the road crossings in Morgan County.

Table 3: Morgan County Road Crossings

Milepost	Road Crossed	Nearest Intersection	Distance to Intersection
199.65	MCR* 2	MCR 2 & MCR A	676 ft. South
200.65	MCR 3	MCR 3 & MCR A (168th Ave)	609 ft. South
201.55	MCR 4	MCR 4 & MCR A (168th Ave)	555 ft. South
203.71	MCR 6	MCR 6 & MCR A (168th Ave)	47 ft. South
208.76	MCR 11	MCR 11 & MCR A (168th Ave)	72 ft. South
210.74	MCR 13	MCR 13 & County HWY A	73 ft. South
211.75	MCR 14	MCR 14 & County HWY A	144 ft. South West
213.75	MCR 16.5	MCR 16.5 & County HWY A	64 ft. South
214.5	Driveway	County HWY A & Driveway	517 ft. South
214.85	MCR 17	MCR 17 & County HWY A	82 ft. South
215.85	MCR 18	MCR 18 & County HWY A	63 ft. South
216.83	Sherman Street Rd.	County HWY A & Sherman Street Rd.	139 ft. South
216.87	MCR 19	MCR 19 & County HWY A	117 ft. South
217.85	MCR 20	MCR 20 & County HWY A	69 ft. South
218.97	Driveway	County HWY A & Driveway	65 ft. South
219.89	MCR 22	MCR 22 & County HWY A	705 ft. South

*MCR = Morgan County Road

3.1 CONSTRUCTION BEST MANAGEMENT PRACTICES

The Contractor will implement best management practices (BMPs) during construction, restoration, and operation of the Project to avoid, minimize, or mitigate impacts on the resources affected by the project including but not limited to:

3.1.1 Waste Handling

Typical waste handling measures to be implemented during construction include the following:

- The contractor will be responsible for removing waste from the Project area and identifying and locating proper licensed waste disposal facilities.
- Waste which contains (or at any time contained) oil, grease, solvents, or other petroleum products falls within the scope of the oil and hazardous substances control, cleanup, and disposal procedures. If characterized as hazardous, this material will be segregated for handling and disposal as hazardous wastes.

- The contractor must provide portable, self-contained toilets during construction operations. Wastes from these units shall be collected for disposal at licensed and approved facilities.
- Hazardous and potentially hazardous materials will be stored, handled, and transported in accordance with applicable laws, regulations, rules, or permits.

3.1.2 Dust Control

Please refer to Exhibit Q2 - *Dust Control Plan*.

3.1.3 Fire Prevention and Suppression

The Contractor will establish standards and practices that will minimize the risk of fire danger and, in case of fire, provide for immediate suppression, and implement prevention measures to be taken during extreme fire hazard conditions. All prevention, detection, pre-suppression, and suppression activities will be in accordance with all federal, state, and local laws, ordinances, and regulations pertaining to fire. Typical BMPs to be implemented during construction are listed below:

- Ensure any required tools and equipment are kept in serviceable condition and are immediately available for fire suppression at all times.
- Conduct fire tool and equipment inspections and take corrective action upon detection or notification of any fire protection requirements or measures that are not in compliance.
- Conduct regular inspections of construction equipment, flammable fuels and explosives storage and handling areas.
- Monitor construction areas where activities may present fire safety issues.
- Stop work or reduce construction activities or operations that pose a fire hazard until appropriate measures have been implemented.

3.1.4 Release Prevention and Control

The Contractor will implement release prevention, containment, and countermeasures to prevent the discharge of hazardous or regulated materials during construction of the Project. Typical BMPs to be implemented during construction are listed below:

- Fuels shall be dispensed by authorized personnel during daylight hours only unless otherwise approved by the Environmental Inspector.
- During refueling, the Contractor will take appropriate measures to reduce the risk of a release, including not overfilling fuel tanks and placing an absorbent pad under the fuel nozzle while fueling equipment near sensitive areas. Fuel dispensing equipment (i.e. portable gas cans, nozzles, hoses, etc.) shall be of the appropriate type. All fuel nozzles shall be equipped with functional automatic shut-offs and over-flow alarms.

- Refueling within 100 feet of waterbodies, wetland boundaries, or within a municipal watershed is not allowed without approval from the Lead Environmental Inspector.
- The Contractor must maintain kits containing a sufficient quantity of absorbent and barrier materials to adequately contain and recover releases of materials/equipment in use.
- Each construction crew shall have on hand sufficient supplies of absorbent materials, barrier material to allow for rapid containment and recovery of any release which may occur.
- Controlling releases shall be accomplished by stopping or segregating the source of the release if safe to do so, using the required stockpiled materials to contain the release and, if warranted, stopping operations within the affected areas.

3.1.5 Weed Management

Methods to prevent and control the spread of noxious weeds during and following construction of the Project will be implemented. The following are some of the measures that will be used for weed management:

- Prevent the introduction and spread of weeds from construction equipment during construction by requiring all equipment be cleaned prior to entering the Project area.
- Contain weed seeds and propagules by preventing segregated topsoil from being spread to adjacent areas or along the construction ROW.
- Control infestations that may develop during operations.

3.1.6 Stormwater

Stormwater runoff will be managed per the Stormwater Management Plan (SWMP). The SWMP will be submitted to Morgan County upon approval from the State. The following procedures will be implemented, along with procedures outlined in the SWMP to minimize adverse effects during construction and operation of the pipeline:

- BMPs will be installed to prevent erosion and sediment runoff;
- Liberty will obtain and comply with the Colorado Department Public Health and Environment Construction Stormwater Permit, as required by 5 Code of Colorado Regulations 1002-61; and
- The ROW will be stabilized following final grading.

3.1.7 Minimization of Impacts on Irrigated Agricultural Lands

During construction in all cultivated fields, Liberty will segregate the topsoil from the subsoils to avoid mixing the two and to preserve the productive quality of the topsoil; upon final restoration the topsoil will be replaced to pre-construction contours as practical. The route crosses only a

couple irrigated agricultural fields in Morgan County, and liberty is working closely with these owners/tenants to minimize impacts by coordinating timing, use of trench plugs/plates to accommodate wheels of pivot irrigation systems where practical, mark and locate all above and below ground water and utility lines to avoid unnecessary damages. Components of irrigation systems, waterlines, utilities, or other physical impediments impacted by construction will be repaired to at least pre-construction condition.

3.1.8 Noise

There are very few noise receptors along the route in Morgan County, there are only 7 rural residences within 0.5 mile of the route. Nonetheless, these are the BMPs Liberty proposes to abate noise from construction:

- Ensure equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine enclosures, and engine vibration isolators, intact and operational.
- Inspect construction equipment at periodic intervals to ensure proper maintenance and presence of noise control devices (e.g., mufflers and shrouding).
- Turn off idling equipment.
- Plan noisier operations during times least sensitive to receptors.
- Avoid scheduling construction during nighttime hours when practical (10:00 p.m. to 7:00 a.m.).
- Maintain good public relations with the community to minimize objections to the unavoidable construction impacts.

4.0 EXHIBIT D – ADDITIONAL INFORMATION TO CLEARLY SHOW PROJECTS INTENT.

No additional information required to show the Project's intent.

4.1 PROJECT PURPOSE

The Project will provide an integrated infrastructure network that serves the Rockies and Bakken key shale oil producing regions with connectivity to a hub in Cushing, Oklahoma.

5.0 EXHIBIT E - NARRATIVE OF COMPLIANCE OF THIS PROPOSAL WITH THE MORGAN COUNTRY COMPREHENSIVE PLAN AND WITH THE CRITERIA FOR REVIEW OF SPECIAL USE PERMITS

In 1989, Morgan County adopted a comprehensive plan (Plan) as required by Sections 30-28-106 to 110 of the Colorado Revised Statutes. This Plan was updated in 1996, 2002 and again in 2008. The purpose of the Plan is to outline goals and directions for the county to strive for over the following five to ten years. The goals outlined in the Plan are implemented through policies and provision of the County Zoning and Subdivision Regulations. As stated in the Plan, the general purposes are to:

- Provide direction for future development of the county.
- Guide day-to-day development decision making.
- Provide an information base for use by property developers, other government agencies, and research groups.
- Assist in coordinating various county government functions.
- Provide a basis for developing specific and necessary regulations, which govern the physical development of the county.
- Meet federal and state government requirements calling for the existence of a Master Plan to aid in the county's eligibility for assistance from these bodies.
- Outline the most logical use of land in Morgan County in accordance with the Plan's goals, objectives and policies and sound planning principles.

5.1 RESPONSE TO CHAPTER 8 – UTILITIES, PUBLIC FACILITIES AND SERVICES, UTILITIES AND INFRASTRUCTURE POLICIES NUMBER(S) 10 AND 11

10) Utility facilities are to be properly sited with due regard to environmental quality by minimizing impacts to agricultural and other surrounding land uses, visual quality, physical and biological resources.

The Project's impacts to the environment will be temporary during construction. To further minimize impacts to agricultural areas, Liberty will segregate the topsoil from subsoils to preserve the productive quality of the soil and restore the topsoil and contours to pre-construction conditions. The project will implement BMPs and a SWMP to minimize impacts from erosion and sedimentation as a result of exposed soils during construction. Upon completion of construction, all pre-construction land uses can resume. With the exception of two block valves inside the permanent ROW all project components will be buried therefore, no visual impacts are expected. Biological surveys of the flora and fauna were completed to identify and avoid sensitive habitats and species.

11) Utility facility siting should consider the consolidation with or joint tower use, paralleling of existing facilities where appropriate with regard to sound environmental planning, system reliability, structural integrity and where economically feasible.

In Morgan County, the route largely parallels the southern county line through a very rural setting, thus there is not a lot of existing infrastructure for collocation. Approximately 13.7 miles of the total 24 miles are collocated with existing pipeline or road infrastructure.

5.2 RESPONSE TO 2-345 SPECIAL USE PERMIT CRITERIA

The following criteria will be used by the Planning Commission and the Board of County Commissioners when reviewing an application for a Special Use Permit.

(A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan.

See Section 5.1 above for conformance with the Morgan County Comprehensive Plan.

(B) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.

See Exhibit P – Site Plan and Map Exhibits per Morgan County Zoning Regulations, Section 2-515 attachment. Exhibit P provides the location of pipeline and all aboveground facilities.

(C) The Site Plan conforms to the district design standards of these Regulations.

The site plan provided in Exhibit P accurately depicts the uses and location of the proposed pipeline and conforms to the design standards of these regulations.

(D) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements, or other mitigation measures.

Liberty will execute easements with all landowners crossed to define Liberty's use of the land and compensate the landowners accordingly. Proper construction restoration procedures will ensure that agriculture uses may continue. Construction within county road rights-of-way will be completed in conformance and to the satisfaction of the county per the conditions in individual permits. Liberty will minimize and mitigate construction impacts through fugitive dust mitigation plan, storm water management plan, unanticipated finds plan, fire mitigation plan, and revegetation plan.

(E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.

Liberty believes that the proposed use is compatible with the existing and surrounding uses and is adequately buffered as necessary. After construction, the pipeline will not be visible and the existing agricultural land uses may continue after restoration. The Project alignment is designed to avoid incompatible land uses.

(F) The special use poses only the minimum amount of risk to the public health, safety, and welfare as set by either federal, state or county regulation, whichever is the strictest.

The Project has been designed and will be constructed and operated to conform to standards and procedures outlined by the Department of Transportation Pipeline and Hazardous Materials Safety Administration and all applicable regulations especially those pertaining to human health and the environment.

(G) *The special use proposed is not planned to be developed on a non-conforming parcel.*

All parcels crossed by the Project conform to the 2019 Morgan County Zoning Regulations. Individual landowner easement agreements shall be recorded as required.

(H) *The applicant has adequately documented a public need for the project, all pertinent technical information, and adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review.*

The Project serves current and forecasted market energy demand and helps supply the Strategic Petroleum Reserve. Documentation of adequate financial resources is provided in Exhibit N and the full application fee of \$500 is included.

(I) *For any special use requiring a supply of water that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability and in the case of human consumption, quantity, quality, and reliability.*

There is no proposed water supply for human consumption. All water required for use on the Project will be procured in accordance with state permitting, water needs are expected to be limited to dust control and lubrication for horizontal direction drilling.

6.0 EXHIBIT F – DEVELOPMENT OR IMPLEMENTATION SCHEDULE OF PROJECT. IF VESTING OF RIGHTS IS DESIRED ADDITIONAL APPLICATION AND FEES ARE REQUIRED

The Project is scheduled to begin construction in Quarter 2 2020 and in-service in Quarter 1 2021. Construction in any given area will last approximately 6-12 months. All areas disturbed will be restored to pre-construction conditions as practical, and site stabilization (revegetation) may take up to three growing seasons to reach success criteria (70% coverage). Liberty is not seeking vesting rights in Morgan County.

7.0 EXHIBIT G – DISCUSSION OF ANY PUBLIC IMPROVEMENTS REQUIRED TO COMPLETE THE PROJECT AND COPIES OF PERTINENT IMPROVEMENTS

No public improvements are required to complete the Project.

8.0 EXHIBIT H – DESCRIPTION OF TYPES OF EASEMENTS REQUIRED FOR THE PROJECT. MAY BE REQUIRED TO SUPPLY COPIES OF EASEMENT AGREEMENTS.

Liberty will secure easements with landowners along the proposed route and will compensate the landowner for the right to construct, operate, and maintain the pipeline and appurtenances.

9.0 EXHIBIT I – DISCUSSION OF ANY ENVIRONMENTAL IMPACTS THE SPECIAL USE WILL HAVE ON THE FOLLOWING:

I1 – Existing Vegetation

All land that is disturbed by construction will be restored to pre-construction conditions as practical, and non-agricultural lands will be reseeded after construction.

I2 – Land Forms

There is no anticipated adverse impact to specific land forms within the Project ROW. Should they be impacted they will be restored as close as practical to pre-construction condition.

I3 – Water Resources

There is no anticipated adverse impact to Morgan County water resources. All water consumed for use on the Project will be procured in accordance with state permitting.

I4 – Air Quality

There is no anticipated adverse impact to Morgan County air quality due to construction or operation of the Project. Impacts to air quality will be temporary and mobile as the result combustion engines on equipment and vehicles.

I5 – Wildlife

Biological surveys were completed to identify and, where practical, avoid sensitive habitats and species.

I6 – Wetlands

In August of 2019, a wetland delineation was performed in Morgan County. Temporary impacts to delineated features will comply with all applicable permits. These features will be restored to pre-construction conditions as practical, and the Project will result in no permanent impacts to wetlands.

I7 – Dust

Fugitive dust will be controlled as outlined in the attached Dust Control Plan, attached Exhibit Q2 ,.

I8 – Odor

The pipeline will be buried. No nuisance odors are anticipated.

I9 – Noise

Noise during construction will be controlled as outlined in Section 3.1.8 above.

I10 – Stormwater Runoff

Stormwater runoff will be managed per the SWMP and summarized in Section 3.1 above. The SWMP will be submitted to Morgan County upon approval from the State.

I11 – Visual Impacts

The proposed pipeline will be buried. No visual impacts are anticipated other than minor aboveground valves and markers once the areas disturbed by construction are restored and vegetation/land use reestablished.

I12 – Other

No other adverse environmental impacts have been identified.

10.0 EXHIBIT J – LETTERS OF COMMITMENT FROM UTILITY PROVIDERS OR OTHER PROOF OF SERVICE AS REQUIRED BY STAFF

Letters of commitment from utility providers or other proof of service are not applicable to the proposed Project.

11.0 EXHIBIT K – LEGAL ACCESS - COPY OF PERMIT FOR ACCESS FROM COLORADO DEPARTMENT OF TRANSPORTATION OR MORGAN COUNTY ROAD AND BRIDGE. (REQUIRED FOR NEW AND EXISTING DRIVEWAYS).

See Exhibit K attachment.

12.0 EXHIBIT L – SOIL MAP FROM MORGAN COUNTY SOIL CONVERSATION DISTRICT.

See Exhibit L attachment.

13.0 EXHIBIT M – IMPACT STATEMENT FROM IRRIGATION COMPANIES THAT HAVE CANALS/ LATERALS CROSSING AREA

Not applicable.

14.0 EXHIBIT N - DOCUMENTATION OF ADEQUATE FINANCIAL RESOURCES TO IMPLEMENT THE PROJECT

Documentation of adequate financial resources to implement the Project is provided in Exhibit N attachment.

15.0 EXHIBIT O – RIGHT TO FARM POLICY/NOTICE

Right to Farm Policy documentation from Liberty is included in the Exhibit O attachment. Right to Farm Policy documentation has not been signed by the majority of landowners as Liberty is still negotiating easement agreements. Liberty will provide all Right to Farm documentation once easement agreements are executed by landowners. Liberty understands that submittal of the signed Right to Farm forms may be a condition of approval.

16.0 EXHIBIT P – SITE PLANS / MAP EXHIBITS AS PER MORGAN COUNTY ZONING REGULATIONS, SECTION 2-515

A site plan is provided in Exhibit P attachment.

17.0 EXHIBIT Q – ADDITIONAL ITEMS REQUESTED BY THE COUNTY

Certificates of taxes for all Project parcels are provided in accordance with the requirement that all taxes must be current at the time of processing the application. Certificates of taxes are provided in Exhibit Q attachment.

Initial offer letters and executed easement agreements are provided in Exhibit Q1 attachments.

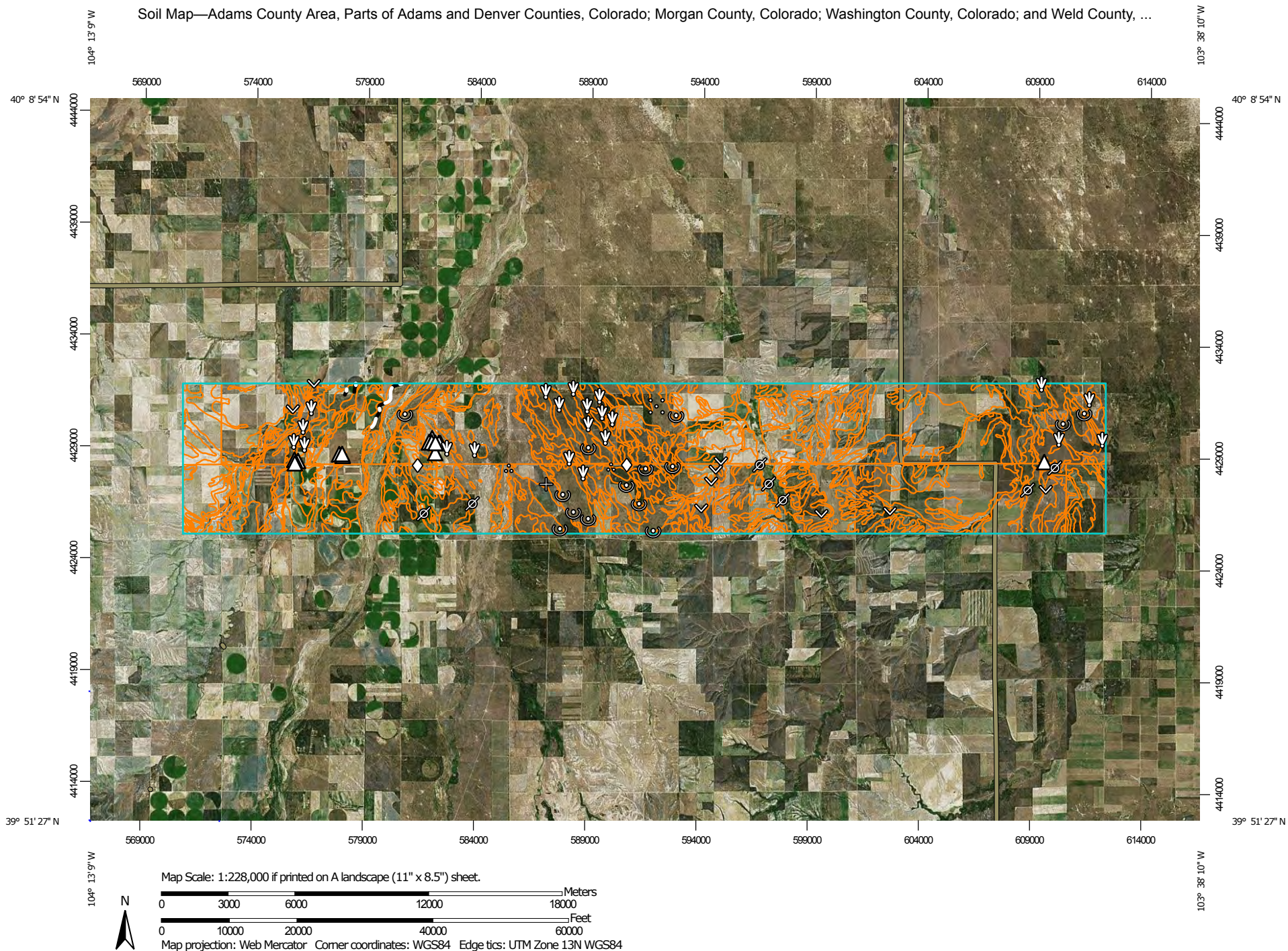
**18.0 EXHIBIT U – NON-REFUNDABLE APPLICATION FEE OF \$500.00, PLUS ANY
ADDITIONAL DEPOSITS AS REQUIRED BY COUNTY STAFF**

Full review fee of \$500.00 to the Morgan County Treasurer is included with this submittal.

**19.0 EXHIBIT V – NOTARIZED AFFIDAVIT AND PHOTOGRAPH VERIFYING SIGN(S)
POSTING. PROPERTY POSTING TAKES PLACES AFTER PLANNING
COMMISSION HEARING AND PRIOR TO COUNTY COMMISSIONERS' HEARING.**


To be provided after posting.

Soil Map—Adams County Area, Parts of Adams and Denver Counties, Colorado; Morgan County, Colorado; Washington County, Colorado; and Weld County, ...




MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at scales ranging from 1:20,000 to 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Adams County Area, Parts of Adams and Denver Counties, Colorado

Survey Area Data: Version 15, Sep 13, 2018

Soil Survey Area: Morgan County, Colorado

Survey Area Data: Version 19, Sep 10, 2018

Soil Survey Area: Washington County, Colorado

Survey Area Data: Version 20, Sep 10, 2018

Soil Survey Area: Weld County, Colorado, Southern Part

Survey Area Data: Version 17, Sep 10, 2018

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 1, 1999—Dec 31, 2003

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AaB	Adena loam, 0 to 3 percent slopes	31.3	0.0%
AcC	Adena-Colby association, gently sloping	2,113.1	3.1%
AcD	Adena-Colby association, moderately sloping	1,406.4	2.0%
AdB	Arvada loam, 0 to 3 percent slopes	1,998.6	2.9%
ArB	Ascalon loamy sand, 0 to 3 percent slopes	22.1	0.0%
ArC	Ascalon loamy sand, 3 to 5 percent slopes	149.3	0.2%
AsB	Ascalon sandy loam, 0 to 3 percent slopes	303.2	0.4%
AsC	Ascalon sandy loam, 3 to 5 percent slopes	179.2	0.3%
AvC	Ascalon-Vona sandy loams, 1 to 5 percent slopes	369.6	0.5%
BoD	Blakeland loamy sand, 3 to 9 percent slopes	2,136.3	3.1%
Bt	Blakeland-Truckton association	947.1	1.4%
CgE	Colby loam, 6 to 15 percent slopes	2,239.6	3.2%
EgA	Ellicott-Glenberg complex, 0 to 3 percent slopes, occasionally flooded	754.6	1.1%
Gu	Gullied land	200.3	0.3%
HIB	Heldt clay, 0 to 3 percent slopes	1,307.2	1.9%
IW	Intermittent water	113.2	0.2%
Lu	Loamy alluvial land	2,024.4	2.9%
NIB	Nunn loam, 1 to 3 percent slopes	703.0	1.0%
ShF	Samsil-Shingle complex, 3 to 35 percent slopes	77.5	0.1%
SnB	Satanta loam, 1 to 3 percent slopes	102.2	0.1%
SrE	Shingle-Renohill loams, 5 to 25 percent slopes	63.8	0.1%
StD	Stoneham loam, 3 to 5 percent slopes	55.3	0.1%
TeD	Terry fine sandy loam, 3 to 9 percent slopes	222.2	0.3%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
TtB	Truckton loamy sand, 0 to 3 percent slopes	1,047.7	1.5%
TtD	Truckton loamy sand, 3 to 9 percent slopes	1,360.9	2.0%
TuB	Truckton sandy loam, 1 to 3 percent slopes	1,206.1	1.7%
TuC	Truckton sandy loam, 3 to 5 percent slopes	84.3	0.1%
VaD	Valent loamy sand, 3 to 9 percent slopes	92.6	0.1%
VnB	Vona loamy sand, 0 to 3 percent slopes	254.1	0.4%
VnD	Vona loamy sand, 3 to 9 percent slopes	58.5	0.1%
W	Water	9.5	0.0%
WmB	Weld loam, 1 to 3 percent slopes	6,259.9	9.1%
WrB	Weld-Deertrail complex, 0 to 3 percent slopes	1,110.8	1.6%
Wt	Wet alluvial land	35.6	0.1%
WuE	Wiley-Adena-Renohill complex, 3 to 20 percent slopes	1,390.1	2.0%
Subtotals for Soil Survey Area		30,429.7	44.1%
Totals for Area of Interest		68,977.5	100.0%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AsB	Ascalon loamy sand, 0 to 3 percent slopes	948.3	1.4%
AsC	Ascalon loamy sand, 3 to 5 percent slopes	535.2	0.8%
AuB	Ascalon sandy loam, 0 to 3 percent slopes	567.0	0.8%
AuC	Ascalon sandy loam, 3 to 5 percent slopes	243.3	0.4%
AuD	Ascalon sandy loam, 5 to 9 percent slopes	64.9	0.1%
Bk	Ellicott-Glenberg complex, 0 to 3 percent slopes, occasionally flooded	446.9	0.6%
BIA	Bijou loamy sand, 0 to 1 percent slopes	162.1	0.2%
BIB	Bijou loamy sand, 1 to 3 percent slopes	93.6	0.1%
BnA	Bijou sandy loam, 0 to 1 percent slopes	72.4	0.1%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BoA	Bijou sandy loam, moderately deep, 0 to 1 percent slopes	197.0	0.3%
BoB	Bijou sandy loam, moderately deep, 1 to 3 percent slopes	71.0	0.1%
Bp	Valent loamy sand, 3 to 9 percent slopes	1.7	0.0%
BuA	Bresser loamy sand, 0 to 3 percent slopes	613.6	0.9%
BvA	Bresser sandy loam, 0 to 3 percent slopes	1,839.5	2.7%
BxC	Bresser soils, terrace, 3 to 5 percent slopes	15.4	0.0%
BzB	Briggsdale fine sandy loam, 1 to 3 percent slopes	56.6	0.1%
Ca	Cascajo soils and gravelly land	78.8	0.1%
CbB	Colby loam, 1 to 3 percent slopes	11.9	0.0%
CbC	Colby loam, 3 to 5 percent slopes	88.4	0.1%
CbD	Colby loam 5 to 9 percent slopes	329.1	0.5%
CdD	Colby sandy loam, 5 to 9 percent slopes	14.4	0.0%
CnB	Colby-Adena loams, 1 to 3 percent slopes	363.0	0.5%
CnC	Colby-Adena loams, 3 to 5 percent slopes	2,131.8	3.1%
CnD	Colby-Adena loams, 5 to 9 percent slopes	3,446.9	5.0%
EaA	Ellicott-Ellicott sandy-skeletal complex, 0 to 3 percent slopes, rarely flooded	156.5	0.2%
FcB	Fort Collins loam, 0 to 3 percent slopes	1,151.6	1.7%
GrA	Gilcrest sandy loam, 0 to 1 percent slopes	16.4	0.0%
HeB	Haverson loam, 1 to 3 percent slopes	372.2	0.5%
HhA	Haverson sandy loam, 0 to 1 percent slopes	40.6	0.1%
HIA	Heldt clay, 0 to 1 percent slopes	370.3	0.5%
HtA	Heldt clay loam, 0 to 1 percent slopes	827.2	1.2%
HtB	Heldt clay loam, 0 to 3 percent slopes	244.6	0.4%
HvA	Heldt sandy loam, 0 to 1 percent slopes	130.4	0.2%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HvB	Heldt sandy loam, 1 to 3 percent slopes	24.0	0.0%
Hx	Heldt-Koen complex	2,671.6	3.9%
NcB	Nunn clay loam, 1 to 3 percent slopes	27.3	0.0%
NIB	Nunn loam, 1 to 3 percent slopes	4.3	0.0%
NsA	Nunn sandy loam, 0 to 1 percent slopes	13.2	0.0%
OnA	Olney loamy sand, terrace, 0 to 1 percent slopes	74.7	0.1%
OsA	Olney sandy loam, terrace, 0 to 1 percent slopes	12.4	0.0%
Pa	Platner sandy loam, 0 to 3 percent slopes	321.7	0.5%
PI	Platner loam, 0 to 3 percent slopes	17.5	0.0%
Ra	Rago loam, 0 to 3 percent slopes	11.1	0.0%
Rv	Riverwash	364.3	0.5%
ShC	Stoneham loam, 3 to 5 percent slopes	15.8	0.0%
ShD	Stoneham loam, 5 to 12 percent slopes	752.9	1.1%
TaE	Tassel-Terry fine sandy loams, 5 to 20 percent slopes	12.5	0.0%
TeC	Terry fine sandy loam, 3 to 7 percent slopes	42.3	0.1%
TuB	Truckton loamy sand, 1 to 3 percent slopes	420.0	0.6%
TuC	Truckton loamy sand, 3 to 5 percent slopes	213.9	0.3%
TvC	Truckton soils, 3 to 9 percent slopes	3,218.4	4.7%
Va	Valent sand, 0 to 3 percent slopes	37.9	0.1%
VcD	Valent sand, 3 to 9 percent slopes	870.2	1.3%
Ve	Valentine-Dwyer sands, terrace	146.6	0.2%
VmB	Vona loamy sand, 1 to 3 percent slopes	174.5	0.3%
VmC	Vona loamy sand, 3 to 5 percent slopes	51.6	0.1%
VmD	Vona-Dwyer loamy sands, 5 to 9 percent slopes	400.1	0.6%
VoA	Vona sandy loam, 1 to 3 percent slopes	256.6	0.4%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
VoC	Vona sandy loam, 3 to 5 percent slopes	254.8	0.4%
VoD	Vona fine sandy loam, 5 to 9 percent slopes	57.9	0.1%
WmA	Weld loam, 1 to 3 percent slopes	7,518.3	10.9%
WmC	Weld loam, 3 to 5 percent slopes	158.0	0.2%
WnA	Weld loamy sand, 0 to 3 percent slopes	101.3	0.1%
WoA	Weld-Koen loams, 0 to 3 percent slopes	1,667.9	2.4%
Subtotals for Soil Survey Area		35,616.2	51.6%
Totals for Area of Interest		68,977.5	100.0%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
17	Colby-Norka loams, 5 to 9 percent slopes	18.3	0.0%
24	Haverson loam	64.1	0.1%
32	Keith-Kuma very fine sandy loams	56.6	0.1%
45	Midway silty clay loam, 3 to 9 percent slopes	28.3	0.0%
47	Norka-Colby loams, 3 to 5 percent slopes	42.2	0.1%
72	Vona loamy sand, 3 to 9 percent slopes	10.3	0.0%
73	Vona sandy loam, 3 to 9 percent slopes	28.4	0.0%
78	Weld silt loam, 0 to 3 percent slopes	597.8	0.9%
86	Colby loam, 6 to 15 percent slopes	532.5	0.8%
Subtotals for Soil Survey Area		1,378.6	2.0%
Totals for Area of Interest		68,977.5	100.0%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
18	Colby-Adena loams, 3 to 9 percent slopes	382.4	0.6%
79	Weld loam, 1 to 3 percent slopes	872.1	1.3%
80	Weld loam, 3 to 5 percent slopes	296.2	0.4%
85	Water	2.4	0.0%
Subtotals for Soil Survey Area		1,553.2	2.3%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Totals for Area of Interest		68,977.5	100.0%



www.Liberty-Pipeline.com
PO Box 724 Platteville, CO 88888
888.888.8888

Morgan County
Planning, Zoning, & Building Department
231 Ensign, PO Box 596
Fort Morgan, CO 80701

Dear Morgan County,

Pursuant to your request, Phillips 66 Company hereby provides this letter indicating that adequate financial resources are available for Colorado Liberty Pipeline LLC to implement the project described in the Morgan County Special Use Permit. Currently, Colorado Liberty Pipeline LLC is still undergoing organizational and operational set-up, including but not limited to, the transfer of assets to its umbrella. However, until such time as the set-up process is finalized, the financial obligations of Colorado Liberty Pipeline LLC are guaranteed by Liberty Pipeline LLC, and ultimately, Phillips 66 Company. The net worth of Phillips 66 Company was \$27 billion at December 31, 2018 as audited by Ernst & Young LLP.

If there are any questions, please contact me at 303-376-4363 or chad.m.polak@p66.com

Sincerely,

Chad M. Polak



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

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To Be Signed by Landowner

Signature

11-5-2019

Date

Printed Name

3960 East 56th Avenue

Address

Commerce City, CO 80022



Co-mo-005.002

MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509

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To Be Signed by Landowner

Steven J. Sorenson
Signature _____ Date _____
Steven J. Sorenson
Printed Name _____
1999 Cty. Rd. A
Address _____
Wiggins, Co. 80654

Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.



CO-mo-007.000

MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
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To Be Signed by Landowner

Sharon K Bader Trust 5 Oct 19
Signature Date
Sharon K Bader Trust
Printed Name
2941 County Road A
Address
Wiggins, CO 80654

Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.



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CO-MO-010.000

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Guy R. Shay _____ 10/8/19
Signature Date

Guy R. Shay Dora Lee Shay
Printed Name

4001 MCR A
Address

Wiggins, CO 80654

To Be Signed by Landowner

Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.



CO-MO-012-000, 013.000

MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
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Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509

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To Be Signed by Landowner


Signature
10/12/19
Date
Cank Khun
Printed Name
4982 YATES CIRCLE
Address
Broomfield, CO 80020



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509

Co - MO - 017.000

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To Be Signed by Landowner

Signature [Signature] Date 10-4-19
Printed Name Dwight Rida PARTNER FARMER INVS
Address 15460 E. BATAVIA DR
AMORA, CO 80011

Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509

Co-mo-029.000

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Ronny D. Hawes 10-11-19
Signature Date

To Be Signed by Landowner

RONNY D. HAWES
Printed Name

719 SHERMAN ST.
Address

FORT MORGAN, CO 80701



LIBERTY PIPELINE PROJECT

Dust Control Plan

FINAL

Prepared by



December 2019

TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	FUGITIVE DUST SOURCES.....	1
3.0	FUGITIVE DUST CONTROL MEASURES.....	2
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LIST OF APPENDICES

Appendix A	Colorado General Construction Permit
Appendix B	Oklahoma Administrative Code, Title 252, Chapter 100, Subchapter 29

1.0 INTRODUCTION

Colorado Liberty Pipeline LLC and Liberty Midstream Pipeline LLC (Liberty) plan to build, own, and operate the Liberty Pipeline Project (Project). This Project is an approximately 720-mile, 24-inch-diameter crude oil/condensate pipeline with associated appurtenances, terminal(s) and pump stations. The pipeline will originate in Platte County, Wyoming near the town of Guernsey and traverse through Colorado and Kansas before terminating in Lincoln County, Oklahoma near the town of Cushing. Construction of the Project is proposed to begin in spring 2020 and is anticipated to be in service by the first half of 2021.

Construction of the Project will involve land disturbing activities, which can increase the susceptibility of soils to erosion caused by wind and water. Wind erosion can damage the productivity of the land by reducing soil moisture, altering soil structure, and carrying away soil nutrients and topsoil. A small amount of soil loss from wind erosion occurs naturally; however, human activity including vegetation removal and soil disturbance, can notably increase soil loss due to wind erosion (fugitive dust) and potentially create undesirable conditions for air quality and safety. Fugitive dust is a type of non-point source air pollution that has the potential to cause respiratory distress for construction workers, nearby residents and wildlife. Additionally, fugitive dust can create a safety hazard by obscuring visibility for equipment operators, construction personnel, and traffic on public roads near the Project.

Liberty has developed this Dust Control Plan to be implemented during construction to minimize and control the generation of fugitive dust during construction activities. It will be the responsibility of the Project contractors, working with Liberty's field representatives, to identify activities that generate dust and implement controls to maintain airborne dust levels at acceptable levels in compliance with applicable standards as listed in Section 4.0.

2.0 FUGITIVE DUST SOURCES

Liberty has identified the following primary sources of fugitive dust:

- Vegetation clearing activities;
- Initial grading of topsoil and subsoil, including cut-and-fill areas on steep slide slopes;
- Excavation, temporary side casting of spoil, and backfilling;
- Blasting;
- Grading associated with reestablishing contours and restoring segregated topsoil;
- Vehicle traffic down unimproved public and private access roads;
- Vehicle and equipment travel down the Project right-of-way;
- Open-bodied trucks hauling sand, soil, gravel, or other materials; and
- Activities at Project facilities such as material storage yards, contractor yards, parking areas, and aboveground facility locations.

Liberty's Contractors, with guidance from Liberty field representatives as warranted, will identify activities that are generating fugitive dust, implement feasible dust abatement techniques and/or best management practices (BMPs) to control dust, and maintain compliance with applicable fugitive dust regulations.

3.0 FUGITIVE DUST CONTROL MEASURES

Dust suppression measures will be employed as necessary to control fugitive dust emissions where construction activities approach dwellings, farm buildings, commercial areas, and other areas occupied by people; where the pipeline parallels an existing road or highway; where dust could compromise safety or become a public nuisance, and where required by regulation. This also applies to access roads and off-line facilities where dust raised by construction vehicles may irritate or inconvenience local residents. To minimize wind erosion and fugitive dust emissions during construction, Liberty will implement the following reasonably available control measures:

- Earth disturbance will be kept to the minimal amount required for construction to safely occur;
- Use dust abatement techniques (i.e., applying water or Liberty approved nontoxic chemical dust suppressants) on unpaved, un-vegetated areas and other areas susceptible to wind erosion, including the Project right-of-way, approved work areas, and unpaved roads, at least daily in areas of active construction or as reasonably practicable. (Note: Utilization of chloride containing additives is not allowed unless preapproved for specific areas by Liberty). Application of dust abatement techniques will be repeated as necessary and as determined by a Liberty Inspector or other Liberty representative. The frequency of application will vary and largely depend on weather conditions.
- Water for dust control may be obtained from wells, municipal sources and nearby rivers where the necessary water purchase agreements and/or required permits for the procurement of water have been secured. No unapproved water sources may be used for Project activities, including dust control.
- Temporarily stockpiled soils (topsoil and spoil) that will be left in place for greater than 14 days will be stabilized with temporary seed and/or mulch, or other measure approved by Liberty.
- Appropriate precautions will be taken to prevent fugitive dust emissions caused by sand blasting from reaching any residence or public building. Curtains of suitable material shall be placed, as necessary, to prevent wind-blown particles from sand blasting operations from reaching any residence or public building.
- Project-related traffic speeds will be controlled on the construction right-of-way and within other Project facilities; where construction activities approach dwellings, farm buildings, commercial areas, and other areas occupied by people; where the pipeline parallels an existing road or highway; and on unpaved access roads. A speed limit of 30 miles per hour should be followed on unimproved roads. Additional speed limit restrictions may be required by the property owner/tenant on private lands or by the county on public roads (e.g., posted speed limits);

- Speed limits will be decreased when excessive winds prevail and where sensitive areas such as public roads are adjacent to access roads or the construction right-of-way. No earthwork activities shall be performed when the sustained wind speed exceeds 30 miles per hour;
- Open-bodied trucks carrying sand, soil, gravel, or other materials will be covered when necessary to prevent such materials from being expelled;
- Installed rock access pads at all points where the project ROW or unpaved access road meets a public or paved road to minimize the tracking of mud and debris from the ROW traveling onto paved or public roads. These access pads will be cleaned and/or replaced as needed to ensure proper function.
- Contractor will ensure that materials tracked from the Project onto paved and public roads is routinely cleaned, at the end of each working day or as specified by a Liberty Inspector or representative.
- In construction areas adjacent to state/county highways, where excessive dust could impair visibility, Liberty will implement additional BMPs to minimize dust and potential safety issues. Additional BMPs may include applying water as close to earth-moving equipment as practical and safe to do so, slowing the speed of construction equipment, spacing equipment further apart, increased traffic control, and/or shutting down activities during high wind periods. Liberty will coordinate with the appropriate highway authorities to ensure adequate traffic control measures are in place, including the possibility of using flaggers to control traffic if extreme low visibility conditions develop;
- Visible emissions should not exceed 20 percent as compared with adjacent undisturbed property. If elevated levels are observed, construction activity shall cease until dust control measures are employed;
- Other dust control measures, such as the use of wind fences or berms, may also be implemented as needed.
- Commence cleanup and rough grading within 1 week of backfilling, weather permitting (not to exceed 3 weeks without approval from Liberty's Project Management). Complete cleanup within 14 days after backfilling, weather and soil conditions permitting. If seasonal or other weather conditions prevent compliance with the time frames, the contractor shall stabilize the right-of-way and maintain erosion and sediment control measures until cleanup can be conducted. Disturbed areas will be permanently revegetated in accordance with applicable permit conditions and landowner requirements.

4.0 REGULATORY APPLICABILITY

The following air quality agencies are responsible for air quality management in areas of Project construction activities:

- Wyoming Air Quality Division Standards and Regulations Chapter 3, Section 2(f)(i)(A) and (C)
 - (f) Fugitive Dust. Sources operating within the State of Wyoming are required to control fugitive dust emissions. The following control measures or any equivalent method approved by the Division Administrator shall be considered appropriate for minimizing fugitive dust:
 - (i) Construction/Demolition Activities.
 - a. Any person engaged in clearing or leveling of land, earthmoving, excavation, or movement of trucks or construction equipment over access haul roads or cleared land shall take steps to minimize fugitive dust from such activities. Such control measures may include frequent watering and/or chemical stabilization.
 - c. Any person who is engaged in construction or demolition activities which tracks earth or other materials onto paved streets shall promptly remove such material by water or other means.
- Colorado Air Pollution Emission Notice (General Construction Permit GP03)
 - Note the Project may be permitted under an Individual Permit, however many of the conditions of the General Permit would still apply
 - Attached for reference (Appendix A)
- While the state of Kansas has no specific regulations in relation to construction dust control, measures outlined in this plan should be implemented to minimize dust during construction.
- Oklahoma Department of Environmental Quality - Air Quality Division. Administrative Code, Title 252, Chapter 100, Subchapter 29
 - Attached for reference (Appendix B)

APPENDIX A

COLORADO GENERAL CONSTRUCTION PERMIT

STATE OF COLORADO

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
AIR POLLUTION CONTROL DIVISION
TELEPHONE: (303) 692-3150



GENERAL CONSTRUCTION PERMIT

Land Development Projects

PERMIT NO: GP03

**FINAL APPROVAL
Modification 1**

R K Hancock III, P.E.
Permitting Section Supervisor

November 10, 2009
Date Issued

Note: See the Land Development General Permit Guidance document available through the Division's Small Business Assistance Program for further information on demonstrating compliance with the requirements of this permit.

I. General Permit Applicability

- I.A. The owner or operator of any land development activity that can comply with all of the operating conditions described in Section II of this permit and meet all requirements of this Section I may register for this general permit.
- I.B. Land development refers to all land clearing activities, including but not limited to land preparation such as excavating or grading, for residential, commercial, or industrial development, or oil and gas exploration and production. Land development does not include mining operations or the disturbance of contaminated soils.
- I.C. Land development activities that are less than 25 contiguous acres and less than 6 months in duration are exempt from permitting and do not need to report air emissions to the Division. For these projects, operators must use appropriate control measures to minimize the release of fugitive dust from the site.

II. Operating Terms and Conditions

II.A. Emission Limitations

- II.A.1. Project will not exceed 1850 acres in size. Any project over 1850 acres will be subject to a Construction Permit and Public Notice proceedings.

II.B. General Operating Conditions

II.B.1. Particulate emissions Control Plan

- II.B.1.a. THE FOLLOWING PARTICULATE EMISSIONS CONTROL MEASURES SHALL BE USED FOR ENFORCEMENT PURPOSES ON THE SOURCES COVERED BY THIS PERMIT, AS REQUIRED BY THE AIR QUALITY CONTROL COMMISSION REGULATION NO 1. THIS SOURCE IS SUBJECT TO THE FOLLOWING EMISSION GUIDELINES:

II.B.1.a.(i) All Activities - Visible emissions not to exceed 20%, no off-property transport of visible emissions.

II.B.1.a.(ii) Haul Roads - No off-property transport of visible emissions shall apply to on-site haul roads, the nuisance guidelines shall apply to off-site haul roads.

II.B.1.a.(iii) Haul Trucks - There shall be no off-property transport of visible emissions from haul trucks when operating on the property of the owner or operator. There shall be no off-vehicle transport of visible emissions from the material in the haul trucks when operating off of the property of the owner or operator.

II.B.1.b. Control Measures

II.B.1.b.(i) All unpaved roads and other disturbed surface areas on site must be watered as necessary to prevent off-property transport of visible fugitive particulate emissions.

II.B.1.b.(ii) Vehicle speed on all unpaved roads and disturbed areas shall not exceed a maximum of 30 mph. Speed limit signs shall be posted.

II.B.1.b.(iii) No earthwork activities shall be performed when the wind speed exceeds 30 miles per hour.

II.B.1.b.(iv) All disturbed surface areas shall be revegetated within one year and according to the information submitted by the applicant with the permit application.

II.B.1.b.(v) Gravel entryways shall be utilized to prevent mud and dirt carryout onto paved surfaces. Any mud and dirt carryout onto paved surfaces shall be cleaned up daily.

II.B.1.c. Other control measures *recommended* by the Division, but *not required* for general permitting

II.B.1.c.(i) Foundation soil shall be compacted on a daily basis to within 90% of maximum compaction.

II.B.1.c.(ii) Silt fencing shall be installed prior to overlotting along all property borders that are adjacent to developed areas.

II.B.1.c.(iii) Surface area disturbed shall be minimized as described in the information submitted by the applicant with the permit application.

III. General Recordkeeping

III.A. The records in this section shall be maintained on site.

III.B. The current version of this general construction permit.

III.C. The most recently submitted Air Pollutant Emission Notice (APEN).

III.D. The general permit registration approval letter.

IV. General Permit Terms and Administration

IV.A. General Terms

IV.A.1. Land development owner/operator agreement to Particulate Emissions Control Plan (II.B.1) will result in issuance of general permit approval letter.

IV.A.2. A land development general permit will be valid for five (5) years from the initial date of the approval letter issuance. Any project exceeding five years will be required to file an APEN update after five years.

IV.A.3. One APEN will be submitted per project. Multiple phases may be covered under a single APEN provided that the entire project is less than the 1850 acres.

IV.A.4. APEN and General Permit Fees

IV.A.4.a. Total fees for a land development APEN and General Permit will be \$202.90. These fees will arise from two sources:

IV.A.4.a.(i) An APEN filing fee in the amount of \$152.90 per APEN filed (Please note that the APEN filing fee is subject to change by the Colorado State Legislature) and

IV.A.4.a.(ii) A general permit fee of \$50.00 for each APEN filed.

IV.A.5. A revised Air Pollutant Emission Notice (APEN) shall be filed: (Reference: Regulation No. 3, Part A, Section II.C.)

IV.A.5.a. Whenever there is a change in the owner or operator of any facility, process, or activity; or

IV.A.5.b. No later than 30 days before the five-year term of the existing APEN expires.

IV.A.6. This permit is granted subject to all rules and regulations of the Colorado Air Quality Control Commission and the Colorado Air Pollution Prevention And Control Act C.R.S. (25-7-101 et seq), to those general and specific terms and conditions included in this document.

IV.A.7. Unless specifically stated otherwise, the general and specific conditions contained in this permit have been determined by the Division to be necessary to assure compliance with the provisions of Section 25-7-114.5(7)(a), C.R.S.

IV.A.8. Each and every condition of this permit is a material part hereof and is not severable. Any challenge to or appeal of, a condition hereof shall constitute a rejection of the entire permit and upon such occurrence, this permit shall be deemed denied ab initio.

IV.A.9. Violation of the terms of a permit or of the provisions of the Colorado Air Pollution Prevention and Control Act or the regulations of the AQCC may result in administrative, civil or criminal enforcement actions under Sections 25-7-115 (enforcement), -121 (injunctions), -122 (civil penalties), -122.1 (criminal penalties), C.R.S.

IV.A.10. Registration under this permit is approved in reliance upon the accuracy and completeness of information supplied by the applicant and is conditioned upon operation of the source, in accordance with this information and with representations made by the applicant or applicant's agents. It is valid only for the equipment and operations or activity specifically identified on the general permit registration.

IV.B. Registration Certification

IV.B.1. Conditional certification of a registration under this general permit is effective from the date the complete registration request is received by the Division. A complete registration request consists of all General Permit application materials required by the Division including, but not limited to, an impact analysis that demonstrates, that the APEN requested emissions from the proposed source or modification will not cause or contribute to concentrations of air pollutants in ambient air in violation of any applicable state or national ambient air quality standard. The owner or operator may commence construction and operation of the land development project as represented in the registration upon submission of the completed registration request. In the

event the land development project does not qualify for registration under the general permit or is demonstrated to violate an applicable ambient air quality standard, the owner or operator accepts the liability of commencing these activities.

IV.C. Registration Modification

IV.C.1. In order to modify operations under the general permit, the owner or operator must submit a new general permit application and APEN to the Division. This application will detail the changes being made to the project. Reasons for submitting a modification include, but are not limited to:

IV.C.1.a. Increase in project size resulting in greater emission.

IV.C.1.b. Increase in the duration of the project resulting in fugitive particulates being released longer than initially reported.

IV.C.1.c. An increase in the amount of paving being performed on the site.

IV.C.1.d. A decrease in dust control measures being implemented from those initially reported.

IV.D. Registration Revision / Termination

IV.D.1. The Division may deny or revoke registration under the general permit under the circumstances specified in Regulation No. 3, Part B, Section III.I.3.c.

IV.D.2. A registration under this general permit may be reissued to a new owner by the Division as provided in Regulation No. 3, Part B, Section II.B. upon a request for transfer of ownership and the submittal of a revised APEN and the required fees.

IV.D.3. Registration under this general permit is voluntary. The permittee may withdraw or cancel a registration under this general permit at any time by notifying the Division in writing.

IV.E. General Permit Revision / Termination

IV.E.1. This general permit remains in effect until revised or terminated by the Division in accordance with the provisions of Regulation No. 3.

IV.E.2. After public notice and comment as provided by Regulation No. 3, Part B, Section III.I.7., the Division may revise this general permit in order to add or delete requirements or limitations to the permit. This public notice shall be conducted in a manner consistent with the provisions of Regulation No. 3, Part B, Section III.C.4.

IV.E.3. If a revised general permit is issued by the Division, any existing registration to use the general permit will be automatically converted to a registration to use the revised general permit, provided that the permittee continues to meet all requirements of the revised general permit. Persons not wishing to continue coverage under the revised general permit shall have the option of applying for an individual permit as required by Regulation No. 3, Part B.

IV.E.4. If the Division terminates this general permit, it will provide written notice to affected registrants prior to the termination of the general permit. The notice will advise registrants that they must apply for an individual permit as required by Regulation No. 3, Part B.

Permit History

Final Approval issued October 17, 2008.

Modification 1: Removal of requirement that owner or operator receive Division approval prior to commencement of project.

APPENDIX B

**OKLAHOMA ADMINISTRATIVE CODE, TITLE 252, CHAPTER 100,
SUBCHAPTER 29**

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Oklahoma SIP: OAC 252:100-29-1 to 252:100-29-4: Control of Fugitive Dust

Regulatory Text:

Oklahoma Administrative Code. Title 252. Department of Environmental Quality

Chapter 100. Air Pollution Control (OAC 252:100)

SUBCHAPTER 29. CONTROL OF FUGITIVE DUST

As approved by EPA December 29, 2008 (73 FR 79400) effective February 27, 2009 (OKd06).

Sections

252:100-29-1. Purpose, OKc48

252:100-29-2. General Provisions, OKd06

252:100-29-3. Precautions required in maintenance or nonattainment areas, OKd06

252:100-29-4. Exception for agricultural purposes, OKc48

252:100-29-1. Purpose

As adopted in Oklahoma Register May 16, 1994 (11 Ok Reg 2031) effective May 26, 1994.
Approved by EPA November 3, 1999 (64 FR 59629) effective January 3, 2000 (OKc48).

The purpose of this Subchapter is to control the release of fugitive dust into the air by any operation or action.

252:100-29-2. General Provisions

As adopted in Oklahoma Register May 15, 2001 (18 Ok Reg 1490) effective June 1, 2001.
Approved by EPA December 29, 2008 (73 FR 79400) effective February 27, 2009 (OKd06).

(a) **Prohibitions.** No person shall cause or allow any fugitive dust source to be operated, or any substances to be handled, transported or stored, or any structure constructed, altered, or demolished to the extent that such operation or activity may enable fugitive dust to become airborne and result in air pollution, without taking reasonable precautions to minimize or prevent pollution.

(b) **Reasonable precautions.** Reasonable precautions include, but are not limited to, those actions set forth below at OAC 252:100-29-3(1) through (6).

(c) **Emission boundaries.**

(1) No person shall cause or allow the discharge of any visible fugitive dust emissions beyond the property line of the property on which the emissions originate in such a manner as to damage or to interfere with the use of adjacent properties. If the DEQ determines that this rule has been violated, the owner or operator of the fugitive dust emissions source or sources shall implement controls, subject to economic and technological feasibility, to prevent future violations.

(2) No persons shall cause or allow the discharge of any visible fugitive dust emissions beyond the property line of the property on which the emissions originate in such a manner as to cause air quality standards to be exceeded or interfere with the maintenance of air quality standards.

252:100-29-3. Precautions required in maintenance or nonattainment areas

As adopted in Oklahoma Register May 15, 2001 (18 Ok Reg 1490) effective June 1, 2001.

Approved by EPA December 29, 2008 (73 FR 79400) effective February 27, 2009 (OKd06).

As of the adoption of this Subchapter, in areas designated as Air Quality Maintenance Areas or Nonattainment Areas for particulate matter, the Director shall require specific reasonable precautions that may include, but shall not be limited to, the following:

(1) The use, where possible, of water or chemicals for control of dust in the demolition of existing buildings or structures, construction operations, the grading of roads, driveways and parking lots or the clearing of land for commercial, industrial, or residential development.

(2) The application of water or suitable chemicals or some other covering on materials stockpiles and other surfaces that can create air-borne dusts under normal conditions.

(3) The installation and use of hoods, fans and dust collectors to enclose and vent the handling of dusty materials or the use of water sprays or other acceptable measures to suppress dust emission during handling. Adequate containment methods shall be employed during sandblasting or other similar operations.

(4) The covering or wetting of open-bodied trucks, trailers, or railroad cars when transporting dusty materials in areas where the general public must have access.

(5) The removal as necessary from paved street and parking surfaces of materials that have a tendency to become airborne.

(6) The planting and maintenance of vegetative ground cover as necessary.

252:100-29-4. Exception for agricultural purposes

As adopted in Oklahoma Register May 16, 1994 (11 Ok Reg 2031) effective May 26, 1994.

Approved by EPA November 3, 1999 (64 FR 59629) effective January 3, 2000 (OKc48).

Section 252:100-29-3 shall not apply to the clearing or preparation of land used solely for agricultural purposes. For the purpose of this Subchapter "agricultural purposes" shall be limited to the raising of livestock or crops for food or fiber.

LAST UPDATED ON JULY 31, 2017