

ATTACHMENT D: LANDOWNER LIST (INCLUDING SPECIAL DISTRICT INFORMATION), MINERAL OWNERSHIP, AND CERTIFICATION LETTER

D1: Landowner List (Including Special District Information)

NAME	C/O	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	MORGAN COUNTY SCHOOL DISTRICT	MORGAN COUNTY FIRE DISTRICT	MORGAN COUNTY SPECIAL ASSESSMENT WATER DISTRICT	MORGAN COUNTY PEST CONTROL DISTRICT	EAST MORGAN COUNTY LIBRARY DISTRICT	EAST MORGAN COUNTY HOSPITAL DISTRICT
STATE OF COLORADO	LAFONTAINE, MATTHEW	STATE BOARD OF LAND COMMISSIONERS	1127 SHERMAN ST - STE 300	DENVER	CO	80203	RE3	--	--	--		
STATE OF COLORADO	LAFONTAINE, MATTHEW	STATE BOARD OF LAND COMMISSIONERS	1127 SHERMAN ST - STE 300	DENVER	CO	80203	RE3	WFD	--	--		
BUSCH, DANIEL L			11965 HWY 52	WIGGINS	CO	80654	RE50	WFD	KB	WP		
BUSCH, DANIEL L			11965 HWY 52	WIGGINS	CO	80654	RE50	WFD	KB	WP		
BUSCH, DANIEL L			11965 HWY 52	WIGGINS	CO	80654	RE50	WFD	KB	WP		
MCBRIDE, WILL			5751 CO RD M	WIGGINS	CO	80654	RE50	WFD	KB/QW	WP		
TROUDT FARMS LLC			11754 CO RD 6	WIGGINS	CO	80654	RE50	WFD	KB/QW	WP		
BUSCH, DANIEL L			11965 HWY 52	WIGGINS	CO	80654	RE50	WFD	KB	WP		
KROSKOB, CRAIG & LISA			11491 CO RD 12	FORT MORGAN	CO	80701	RE50	WFD	KB	--		
KROSKOB, CRAIG & LISA			11491 CO RD 12	FORT MORGAN	CO	80701	RE50	WFD	KB	WP		
HOFMANN, CASPAR IV			2940 INTERLOCKEN DR	EVERGREEN	CO	80439	RE50	WFD	KB	WP		
STATE OF COLORADO		BOARD OF LAND COMMISSIONERS	1313 SHERMAN ST - RM 620	DENVER	CO	80203	RE50	WFD	KB	WP		
STATE OF COLORADO		BOARD OF LAND COMMISSIONERS	1313 SHERMAN ST - RM 620	DENVER	CO	80203	RE50	WFD	KB	WP		
WATSON, RANDALL M & JUDY A			6549 S WINDERMERE ST	LITTLETON	CO	80120	RE50	WFD	KB/QW	WP		
GREEN, CLARK A & MELVIN H			5687 CO RD P	WIGGINS	CO	80654	RE50	WFD	KB/QW	WP		
VAUGHN, MICHAEL			12650 TUCSON ST	HENDERSON	CO	80640	RE50	WFD	KB	WP		
GREEN, CLARK A & MELVIN H			5687 CO RD P	WIGGINS	CO	80654	RE50	WFD	KB	WP		
GABEL CATTLE LLC			P O BOX 717	GALETON	CO	80622	RE50	WFD	KB	WP		
VAUGHN, MICHAEL			12650 TUCSON ST	HENDERSON	CO	80640	RE50	WFD	KB/QW	WP		
EMPIRE LAND CO LLC			1473 CO RD S	WIGGINS	CO	80654	RE50	WFD	KB	WP		
FETTERS, EDWARD L ET AL			P O BOX 262	POTTER	NE	69156	RE50	WFD	KB	WP		
GABEL CATTLE LLC			P O BOX 717	GALETON	CO	80622	RE50	WFD	KB	WP		
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE3	BFD	--	--		
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE3	BFD	--	--		
GLENN RANCH & CATTLE COMPANY RLLLP			6432 CO RD 19	FORT MORGAN	CO	80701	RE3	--	--	--		
KROSKOB, CRAIG D			11491 CO RD 12	FORT MORGAN	CO	80701	RE3	--	--	--		
CROFT, PHIL & JANICE			10866 CO RD 12	FORT MORGAN	CO	80701	RE3	--	--	--		
KROSKOB, CRAIG D			11491 CO RD 12	FORT MORGAN	CO	80701	RE3	--	--	--		
STATE OF COLORADO	LAFONTAINE, MATTHEW	STATE BOARD OF LAND COMMISSIONERS	1127 SHERMAN ST - STE 300	DENVER	CO	80203	RE3	--	--	--		
STATE OF COLORADO	LAFONTAINE, MATTHEW	STATE BOARD OF LAND COMMISSIONERS	1127 SHERMAN ST - STE 300	DENVER	CO	80203	RE3	--	--	--		
STATE OF COLORADO	LAFONTAINE, MATTHEW	STATE BOARD OF LAND COMMISSIONERS	1127 SHERMAN ST - STE 300	DENVER	CO	80203	RE3	--	--	--		
KROSKOB, CRAIG & LISA			11491 CO RD 12	FORT MORGAN	CO	80701	RE50	WFD	KB	WP		
LOOSE, ROBERT INC			47025 CO RD 26.5	WIGGINS	CO	80654	RE50	WFD	KB	WP		
MARI, JOHN P REVOCABLE TRUST			8655 FLYING B WAY - UNIT 6412	HIGHLANDS RANCH	CO	80129	RE50	WFD	KB	--		
KROSKOB, CRAIG & LISA			11491 CO RD 12	FORT MORGAN	CO	80701	RE50	WFD	KB	--		
KROSKOB, CRAIG & LISA			11491 CO RD 12	FORT MORGAN	CO	80701	RE50	WFD	KB	--		
MARI, JOHN P REVOCABLE TRUST			8655 FLYING B WAY - UNIT 6412	HIGHLANDS RANCH	CO	80129	RE50	WFD	--	--		
MARI, JOHN P REVOCABLE TRUST			8655 FLYING B WAY - UNIT 6412	HIGHLANDS RANCH	CO	80129	RE50	WFD	--	--		
LOOSE, ROBERT INC			47025 CO RD 26.5	WIGGINS	CO	80654	RE50	WFD	KB	WP		
YEAROUS LAND CO LLC			15442 CO RD 15	FORT MORGAN	CO	80701	RE3	--	--	--		
STATE OF COLORADO	LAFONTAINE, MATTHEW	STATE BOARD OF LAND COMMISSIONERS	1127 SHERMAN ST - STE 300	DENVER	CO	80203	RE3	--	--	--		
ANDERSON, PETER V & KAREN V			20738 CO RD N	FORT MORGAN	CO	80701	RE3	--	--	--		
MARI, JOHN P REVOCABLE TRUST			8655 FLYING B WAY - UNIT 6412	HIGHLANDS RANCH	CO	80129	RE50	WFD	--	--		
MAYES, BETTY ET AL			1500 4TH AVE - APT 704	SEATTLE	WA	98101	RE50	WFD	--	--		
GLENN RANCH & CATTLE COMPANY RLLLP			6432 CO RD 19	FORT MORGAN	CO	80701	RE3	MFD	--	--		
STATE OF COLORADO	LAFONTAINE, MATTHEW	STATE BOARD OF LAND COMMISSIONERS	1127 SHERMAN ST - STE 300	DENVER	CO	80203	RE50	WFD	KB	--		
STATE OF COLORADO	LAFONTAINE, MATTHEW	STATE BOARD OF LAND COMMISSIONERS	1127 SHERMAN ST - STE 300	DENVER	CO	80203	RE3	--	--	--		
DANFORD, DANIEL L & DEBORAH L			9788 CO RD 19	FORT MORGAN	CO	80701	RE3	MFD	--	--		
ANDERSON, PETER V & KAREN V			20738 CO RD N	FORT MORGAN	CO	80701	RE3	MFD	--	--		
SILZ LAND COMPANY LLC			19189 CO RD N	FORT MORGAN	CO	80701	RE3	MFD	--	--		
SILZ LAND COMPANY LLC			19189 CO RD N	FORT MORGAN	CO	80701	RE3	MFD	--	--		
STATE OF COLORADO		BOARD OF LAND COMMISSIONERS	1313 SHERMAN ST - RM 620	DENVER	CO	80203	RE3	MFD	--	--		
GLENN RANCH & CATTLE COMPANY RLLLP			6432 CO RD 19	FORT MORGAN	CO	80701	RE3	MFD	--	--		
FLYING BEE RANCH LLC			29382 CO RD R	BRUSH	CO	80723	RE50	WFD	KB/QW	WP		
DANFORD, DANIEL L			9788 CO RD 19	FORT MORGAN	CO	80701	RE3	MFD	--	--		
DANFORD, DANIEL L			9788 CO RD 19	FORT MORGAN	CO	80701	RE3	MFD	--	--		
DANFORD, DANIEL L			9788 CO RD 19	FORT MORGAN	CO	80701	RE3	MFD	--	--		
RUARK, JAMES E			446 ARNOLD AVE	RIFLE	CO	81650	RE2	BFD	--	--	EL	BHD
FISCUS, RANDY OWEN &		DILLEY, LYNN R	P O BOX 803	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
FISCUS, RANDY OWEN &		DILLEY, LYNN R	P O BOX 803	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
WDMG REAL ESTATE			P O BOX 230	MIDLAND	TX	79702	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE3	BFD	--	--		
STATE OF COLORADO		BOARD OF LAND COMMISSIONERS	1313 SHERMAN ST - RM 620	DENVER	CO	80203	RE3	--	--	--		
GREENE, RON M & GAYLE F			P O BOX 1247	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
ESCHEN, VERYL G TRUST			11548 RIDGEWOOD WAY	KIOWA	CO	80117	RE2	BFD	--	--	EL	BHD
HOBBS, EVELYN C			5349 N 51ST ST	BOULDER	CO	80301	RE2	BFD	--	--	EL	BHD
MCCONNELL, NATHANIEL D & NOLAN D			30026 HWY 71	SNYDER	CO	80750	RE2	BFD	--	--	EL	BHD
KEMBEL, MARVIN D			23808 CO RD 23	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
FISCUS, RANDY OWEN &		DILLEY, LYNN R	P O BOX 803	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
HELLYER, RICHARD III			38664 CO RD DD	AKRON	CO	80720	RE2	BFD	--	--	EL	BHD
WDMG REAL ESTATE			P O BOX 230	MIDLAND	TX	79702	RE2	BFD	--	--	EL	BHD
2F LAND & CATTLE LLC			P O BOX 768	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD

NAME	C/O	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	MORGAN COUNTY SCHOOL DISTRICT	MORGAN COUNTY FIRE DISTRICT	MORGAN COUNTY SPECIAL ASSESSMENT WATER DISTRICT	MORGAN COUNTY PEST CONTROL DISTRICT	EAST MORGAN COUNTY LIBRARY DISTRICT	EAST MORGAN COUNTY HOSPITAL DISTRICT
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE3	BFD	--	--		
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE3	BFD	--	--		
STEYAERT, LUANN			4733 CO RD 34	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
STEYAERT, LUANN			4733 CO RD 34	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
COOK, JEFFREY A			29152 CO RD O.5	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
COOK, JEFFREY A			29152 CO RD O.5	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
SCHWARZ, KEVIN H			29920 CO RD H	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
ELY FAMILY TRUST			6286 HWY 71	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
SAN MIGUEL, GILBERT & BLANCA E			29610 CO RD H	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
STEYAERT, LARRY			4733 CO RD 34	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
STEYAERT, LARRY			4733 CO RD 34	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
JOHNSON, SUE K & GARY E			6451 BANDERA RD - NO 211	SAN ANTONIO	TX	78238	RE2	BFD	--	--	EL	BHD
DIRKES, FRED DAVID & DOROTHY BETH			4413 CO RD 36	BRUSH	CO	80723	RE2	BFD	--	--	EL	BHD
JOHNSON, SUE K & GARY E			6451 BANDERA RD - NO 211	SAN ANTONIO	TX	78238	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE3	BFD	--	--		BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
CECIL, STEPHEN & JOANN			P O BOX 102	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD
HERMES, DEREK JOSEPH & CHRISTINA MARIE			285 GUM AVE	AKRON	CO	80720	RE2	BFD	--	--	EL	BHD
GREENE, RON M & GAYLE F			P O BOX 1247	FORT MORGAN	CO	80701	RE2	BFD	--	--	EL	BHD

D2: Mineral Ownership

Mineral Ownership Report

Tax Parcel #: Part of 1291-130-00-001

Morgan County, Colorado

Prepared by: Jackie Smith, Burns & McDonnell

MATERIALS EXAMINED: The following report is comprised of an examination of the tax assessment records and instruments of record in Morgan County, Colorado, pertaining to the Subject Land from Patent to June 22, 2022.

SUBJECT LAND: N/2 NW/4 Section 13, Township 2 North, Range 57 West.

MINERAL OWNERSHIP

Owner Name and Address of Record	Vesting Document	Mineral Interest (%)
Stephen Cecil and Joann Cecil P. O. Box 102 Fort Morgan, CO 80701	Reception #875949	50.00
Bruce Huey (Life Estate, Beth Fuller, Maud Huey-Kenyon and Mary Huey-Leleiwi, Remaindermen) 615 E. Biju Avenue Fort Morgan, CO 80701	Reception #875593	12.25
Beth Fuller 2401 Brookwood Fort Collins, CO 80525	Reception #875593	12.25
Maud Huey-Kenyon 900 Baseline Road, Chautauqua #18 Boulder, CO 80302	Reception #875593	12.25
Mary Huey-Leleiwi 620 E. Beaver Avenue Fort Morgan, CO 80701	Reception #875593	12.25
Philip B. Neal GST Exempt Trust 11572 Arnett Ranch Road Littleton, CO 80127	Reception #839075	0.3333
John M. Neal GST Exempt Trust 7540 East Parkside Drive Boardman, OH 44512	Reception #839075	0.3333
Daniel R. Neal GST Exempt Trust P. O. Box 641 Sedalia, CO 80135	Reception #839075	0.3334
* Frances F. Huey Trust c/o Bruce Huey, Trustee 615 E. Biju Avenue Fort Morgan, CO 80701	Reception #712768	* 0.0000

* Millard I. Huey Trust c/o Trust Officer, Farmers State Bank of Fort Morgan, Trustee 123 Kiowa Ave Fort Morgan, CO 80701	Reception #712768	* 0.0000
George L. Seward 2710 County Road 39 Yuma, CO 80759	Estate of Robert Seward #15 PR 30027 DB 520/276	6.25 (Non-Participating Royalty Interest, NPRI)
Karen J. Seward 39101 County Road E Yuma, CO 80759	Estate of Robert Seward #15 PR 30027 DB 520/276	6.25 (NPRI)
Millicent Marie Leaming 845 Howe Rd Laramie, WY 82070	Estate of Millicent Pletcher #02PR114 DB 520/387	4.167 (NPRI)
John Wesley Pletcher III 13608 Jarvi Drive Anchorage, AK 99515	Estate of Millicent Pletcher #02PR114 DB 520/387	4.167 (NPRI)
Robert Huey Pletcher 4530 Salsbury Street Wheat Ridge, CO 80033	Estate of Millicent Pletcher #02PR114 DB 520/387	4.167 (NPRI)
Bruce Huey 615 E. Biju Avenue Fort Morgan, CO 80701	Reception #875593	3.125 (NPRI)
Beth Fuller 2401 Brookwood Fort Collins, CO 80525	Reception #875593	3.125 (NPRI)
Maud Huey-Kenyon 900 Baseline Road, Chautauqua #18 Boulder, CO 80302	Reception #875593	3.125 (NPRI)
Mary Huey-Lelewi 620 E. Beaver Avenue Fort Morgan, CO 80701	Reception #875593	3.125 (NPRI)

* No conveyance out of the Frances F. Huey Trust or Millard I. Huey Trust found of record. Frances Huey died in 1996 and Millard Huey died in 1995. Their Probates are filed in Morgan County Probate No. 01 PR 56 and No. 01 PR 54. Probates have been ordered but are not available for review at the time of this report. Per Frances F. Huey Trust Affidavit at Reception #759904, Bruce Huey and Farmers State Bank are Trustees. Per conveyance at Reception #759908, Farmers State Bank is Trustee for Millard I. Huey Trust. In an abundance of caution, the Trusts are listed as mineral owners that require notification of surface development, though it is likely that all mineral interests passed from the Trusts to the 4 children that are identified in Reception #875593 and #875949. Moreover, said Reception #875949 conveys "all rights, title, and interest of Grantors in and to the Mineral Rights owned by (i) the Estate of Millard I. Huey, (ii) the Millard I. Huey Trust, (iii) the Estate of Frances F. Huey, and/or (iv) the Frances F. Huey Trust."

Owner: Cecil

Tax ID: Part of 1291-130-00-001

CHAIN OF TITLE

Legal: N/2 NW/4 Section 13 T2N R57W

Document	Deed Book	Page	Reception No.	Date	Recorded	Grantor	Grantee	Notes
Beneficiary Deed			916653	1/24/2019	2/1/2019	Bruce Huey	Beth Fuller, Maud Huey-Kenyon, and Mary Huey-Lelewi, as tenants in common	ARTI in oil, gas and other minerals in Section 13 T2N R57W, and other lands.
Affidavit of Non-Production			875950	5/17/2012	5/24/2012	Bruce Huey, Beth Fuller, Maud Huey-Kenyon and Mary Huey-Lelewi, individually and as officers of Huey Ranch Company	To All Concerned	There has been no production of oil or gas from the Property, including Section 13, T2N R57W
BSD			875949	5/17/2012	5/24/2012	Bruce Huey, Beth Fuller, aka Beth Huey, Maud Huey-Kenyon, aka Maud Huey, aka Maud Kenyon, and Mary Huey-Lelewi, aka Mary Huey, aka Mary Lelewi	Stephen Cecil and Joann Cecil, as tenants in common	An undivided 50% interest in all mineral rights on Section 13 T2N R57W, and other lands. Including all rights of Grantors in Mineral Rights owned by Estate of Millard I. Huey, Millard I. Huey Trust, Estate of Frances F. Huey, and Frances F. Huey Trust.
SWD			875948	5/17/2012	5/24/2012	Huey Ranch Company, a Colorado corporation	Stephen Cecil and Joann Cecil, as tenants in common	All of Section 13 T2N R57W, and other lands. Grantor reserves an undivided 50% interest in all Mineral Rights. Note: Huey Ranch does not own minerals in the subject land.
PRD			875593	5/4/2012	5/7/2012	Estate of Millard I. Huey aka Millard Huey, deceased	Beth Fuller, Bruce Huey, Maud Huey-Kenyon, and Mary Huey-Lelewi	Conveys any and all minerals in Section 13 T2N R57W, and other lands. Note: Percentage of mineral interest held by Millard at the time of death is unclear.
QCD			874355	3/1/2012	3/5/2012	Bruce Huey, Beth Fuller, Maud Huey-Kenyon and Mary Huey-Lelewi	Huey Ranch Company, a Colorado corporation	Conveys Section 13 T2N R57W, and other lands. Excepting and reserving all minerals conveyed to Grantors by #874342. Note: No minerals conveyed in subject lands in referenced deed.
Correction Deed			874342	2/27/2012	3/5/2012	Huey Ranch Company, a Colorado corporation	Beth Fuller, Bruce Huey, Maud Huey-Kenyon, and Mary Huey-Lelewi	Filed to correct #872775. Conveys an undivided 50% interest in all minerals in Section 13 T2N R57W, and other lands. Note: Huey Ranch still has no mineral interest in subject land.
QCD			872775	12/2/2011	12/12/2011	Huey Ranch Company, a Colorado corporation	Beth Fuller, Bruce Huey, Maud Huey-Kenyon, and Mary Huey-Lelewi	Conveys Section 13 T2N R57W, and other lands. All interest including minerals. Note: See Correction Deed at #874342. Note 2: Huey Ranch does not own minerals in subject land.
Trustee's Deed			839075	10/9/2005	11/9/2005	Cornelius R. Neal Revocable Trust dated August 7, 1997	Philip B. Neal GST Exempt Trust, John M. Neal GST Exempt Trust, and Daniel R. Neal GST Exempt Trust	1% interest in O&G in N/2 Section 13 T2N R57W. Note: Philip Bruce Neal died 09/08/2014. His property in Hawaii is still assessed to him, deceased.
Probate			02PR114	4/18/2003	4/21/2003	Estate of Millicent H. Pletcher, deceased	Millicent Marie Leaming, John Wesley Pletcher, III, and Robert Huey Pletcher	No real property listed. Note: Being an undivided 1/8 interest in oil and gas that may be produced from Section 13 T2N R57W (NPRI).
Mineral Deed	1015	212	763677	8/12/1997	8/13/1997	C. R. Neal	Cornelius R. Neal Revocable Trust	1% interest in O&G in N/2 Section 13 T2N R57W

Mineral Deed	910	41	712768	2/14/1989	2/14/1989	Millard I. and Frances F. Huey	Millard I. Huey Trust and Frances F. Huey Trust	<p>An undivided 3/4 interest in oil and gas under Section 13 T2N R57W, and other lands.</p> <p>Note: No conveyance out of the Frances F. Huey Trust or Millard I. Huey Trust found of record. Frances Huey died in 1996 and Millard Huey died in 1995. Their Probates are filed in Morgan County Probate No. 01 PR 56 and No. 01 PR 54. Probates have been ordered but will not be available by 6/24/2022. Reception #875949 conveys "all rights, title, and interest of Grantors in and to the Mineral Rights owned by (i) the Estate of Millard I. Huey, (ii) the Millard I. Huey Trust, (iii) the Estate of Frances F. Huey, and/or (iv) the Frances F. Huey Trust." Trust Affidavit naming Trustee is at Rec #759904 and Deed naming Trustee of Millard I. Huey Trust at Rec #759908 attached for reference.</p> <p>Note 2: At the time of this conveyance, Millard Huey owned 3/4 interest individually and Frances Huey owned 1/4 interest individually. This could present a cloud on title because we do not know how the grantors intended the 3/4 interest to be taken out of their individual interests. However, because both of their estates go to the same individuals eventually, for the purpose of this exercise, being to identify mineral interest owners, this unclear conveyance does not effect the end goal.</p>
WD	796	796	635964	9/20/1979	9/21/1979	Millard I. Huey and Frances F. Huey as Trustees of the Millard I. Huey Trust, Frances F. Huey and Millard I. Huey as Trustees of the Frances F. Huey Trust, and Millard I. Huey and Frances F. Huey as General Partners of Huey Ranch Co., a Colorado limited partnership	Huey Ranch Company, a Colorado corporation	<p>Conveys all interest of Huey Ranch Co. in Section 13 T2N R57W, and other lands.</p> <p>Subject to mineral reservations of record.</p> <p>Note: Surface-only conveyance. The Trusts and Huey Ranch owned no minerals in subject land.</p>
WD	754	899	598517	10/2/1975	10/16/1975	Millard I. Huey, a married man	Huey Ranch Co., a limited partnership	<p>Section 13 T2N R57W, and other lands.</p> <p>Grantor reserves all minerals.</p> <p>Note: Millard Huey owned 3/4 interest O&G individually.</p>
LW&T	731	244	574390	6/9/1956	8/10/1972	Estate of George E. Huey, deceased	Millard I. Huey	<p>All real estate in Morgan County, being 1/2 interest.</p> <p>Note: Estate Tax release recorded at 574392</p> <p>Note: Conveying 1/4 interest in O&G.</p>
Release of Inheritance Tax Lien	708	722	549396	5/27/1966	6/27/1968	Estate of Grace I. Huey, deceased	Millard I. Huey	<p>An undivided 1/2 interest in Section 13 T2N R57W. Including any and all minerals.</p> <p>Note: Conveying 1/4 interest in O&G.</p>
WD	575	84	424543	6/6/1956	6/9/1956	George E. Huey and Grace I. Huey, h/w	George E. Huey and Grace I. Huey, as tenants in common, an undivided 1/2 interest each	<p>Section 13 T2N R57W, and other lands.</p> <p>Note: No conveyance out of Grace I. Huey. Grace died 05/29/1965 in Yuma County, before her husband George Huey. See probate documents above.</p> <p>Note 2: Each owns 1/4 interest in O&G.</p>
Mineral Deed	520	387	391919	10/29/1953	11/20/1953	George E. Huey	Millicent Huey Pletcher	<p>An undivided 1/8 interest in oil and gas that may be produced from Section 13 T2N R57W.</p> <p>Note: Non-participating royalty interest</p> <p>Note 2: Millicent Huey Pletcher died 01/12/2002. No probate or conveyance out of the estate filed of record. See Jefferson County 2002 Probate file 02PR114.</p>

Mineral Deed	520	276	390215	9/7/1953	9/17/1953	George E. Huey	Robert L. Seward and Georgia Lou Seward, husband and wife, as tenants in common	An undivided 1/8 interest in oil and gas that may be produced from Section 13 T2N R57W. Note: Non-participating royalty interest Note 2: No conveyance or probate found of record in Morgan County. Note 3: Robert Lee Seward died 5/1/2015 in Yuma County, CO. Children on findagrave include George Seward, Karen Seward-Furrow and Rob Seward. Case # 2015 PR 20028, Karen Seward appointed PR. Estate reopened by PR in 2021 to distribute stock shares. Attached for reference. Note 4: Georgia Lou Seward died 5/16/2009 in Yuma County, CO. Case # 2009 PR 22 attached for reference. Note 5: Yuma County probates devise estates to children. George L. Seward and Karen J. Seward in 2015.
Mineral Deed	520	275	390214	9/7/1953	9/17/1953	George E. Huey	Millard Huey and Frances F. Huey, husband and wife, as tenants in common	An undivided 1/8 interest in oil and gas that may be produced from Section 13 T2N R57W. Note: Non-participating royalty interest
Mineral Deed	468	178	354468	2/15/1950	2/24/1950	Millard Huey and Frances F. Huey, h/w	C. R. Neal	1% interest in O&G in N/2 Section 13 T2N R57W
Mineral Deed	461	243	348289	7/12/1949	7/16/1949	George E. Huey	Millard Huey and Frances F. Huey, husband and wife	An undivided 1/2 interest in oil and gas on Section 13 T2N R57W, and other lands. Note: Tenancy not stated, TIC by default.
OGL	429	460	322855	3/27/1946	5/7/1946	George E. Huey and his wife, Grace I. Huey, Millard I. Huey and his wife, Frances F. Huey	Thos. S. Cox	Leases N/2 of Section 13 T2N R57W. 10-year term Affidavit of Non-Production filed by Millard Huey at #399900. Released at #413788.
OGL	429	435	322816	3/27/1946	5/6/1946	George Huey et al	H. L. Hunt	Pooling Agreement at 491562, for lands in Section 29 T2N R56W. Amendment at #413789 in RE: Sec 32 T2N R56W Affidavit of Non-Production at #703389 filed by Millard Huey. Note: George E. Huey #28 is Dry and Abandoned.
WD	368	216	267580	3/25/1938	12/9/1938	Lillian D. Eaton, sole heir of Eugene G. Eaton, deceased	George E. Huey	N/2 of Section 13 T2N R57W Note: No mineral reservation. Note 2: Related documents at #261628, #266525 & #266526.
OGL	272	123	192258	11/7/1929	12/23/1929	E. G. Eaton and Lillian D. Eaton, husband and wife	Transcontinental Oil Company of Colorado	N/2 of Section 13 T2N R57W. 5-year term. Note: No active wells on property, per COGCC. Expired under it's own terms.
WD	167	567	x	3/2/1921	3/3/1921	Ralph W. Tenhaeff	E. G. Eaton	N/2 Section 13 T2N R57W Note: No mineral reservation
WD	168	73	x	3/5/1920	3/14/1920	Hale M. Tenhaeff and Arthur E. Tenhaeff	Ralph W. Tenhaeff	N/2 Section 13 T2N R57W Note: No mineral reservation
Decree	162	234	x	4/26/1920	4/27/1920	Estate of Florence G. Tenhaeff	Arthur E. Tenhaeff, Hale W. Tenhaeff and Ralph W. Tenhaeff	Entire estate
WD	135	132	x	5/7/1918	5/7/1918	Francis M. Webb	Florence G. Tenhaeff	N/2 Section 13 T2N R57W Note: No mineral reservation
Patent	107	128	x	5/18/1915	3/16/1916	United States of America	Francis M. Webb	N/2 Section 13 T2N R57W, containing 320 acres. Subject to any vested water rights. Reserving ROW for ditches or canals constructed by USA. Note: No mineral reservation.



BENEFICIARY DEED

EXEMPT

CAUTION: THIS DEED MUST BE RECORDED PRIOR TO THE DEATH OF GRANTOR IN ORDER TO BE EFFECTIVE.

BRUCE HUEY, as grantor ("Grantor"), designates BETH FULLER, MAUD HUEY-KENYON, and MARY HUEY-LELEIWI, as tenants in common, each as to an undivided one-third (1/3) interest, whose respective mailing addresses, for purposes of this Deed, are set forth hereinafter, as grantees-beneficiaries ("Grantees-Beneficiaries") (Note to Assessor and Treasurer: These addresses are for identification purposes only; all notices and tax statements shall continue to be sent to Grantor), and Grantor transfers, sells, and conveys on Grantor's death to Grantees-Beneficiaries the following:

All rights, title, and interest of Grantor in and to all oil, gas, and other minerals and mineral rights located in, on, or under the surface of the real property which is legally described on Exhibit "A" attached hereto and incorporated herein by reference.

The respective mailing addresses of the Grantees-Beneficiaries are as follows:

Beth Fuller
2401 Brookwood
Fort Collins, CO 80525

Maud Huey-Kenyon
900 Baseline Road, Chautauqua #18
Boulder, CO 80302

Mary Huey-Leleiwi
1221 3rd Avenue
Longmont, CO 80501

THIS BENEFICIARY DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF GRANTOR.

WARNING: EXECUTION OF THIS BENEFICIARY DEED MAY DISQUALIFY GRANTOR FROM BEING DETERMINED ELIGIBLE FOR, OR FROM RECEIVING, MEDICAID UNDER TITLE 26, COLORADO REVISED STATUTES.

WARNING: EXECUTION OF THIS BENEFICIARY DEED MAY NOT AVOID PROBATE.

Executed this 24 day of January, 2019.

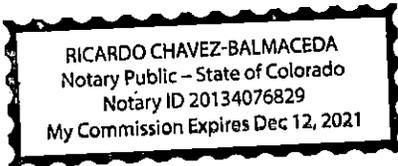
Bruce Huey
BRUCE HUEY

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)
) MORGAN

24 The foregoing instrument was acknowledged before me this day of January, 2019, by BRUCE HUEY.

WITNESS my hand and official seal.

My commission expires: 12/12/2021



[Signature]
Notary Public

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE BENEFICIARY DEED BETWEEN BRUCE HUEY ("GRANTOR") AND BETH FULLER, MAUD HUEY-KENYON, AND MARY HUEY-LELEIWI ("GRANTEES-BENEFICIARIES")

LEGAL DESCRIPTION

1. All of Section 27, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
2. All of Section 28, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
3. All of Section 29, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
4. All of Section 30, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
5. All of Section 31, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
6. All of Section 13, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
7. All of Section 14, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
8. All of Section 25, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
9. All of Section 35, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
10. The southwest quarter of Section 15, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
11. The southwest quarter of Section 18, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
12. The west half, the southeast quarter and the south half of the northeast quarter of Section 19, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
13. The south half, the south half of the northwest quarter and the southwest quarter of the northeast quarter of Section 20, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
14. The east half and the southwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
15. The west half of Section 22, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.

PAGE 2 TO EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE BENEFICIARY DEED BETWEEN BRUCE HUEY ("GRANTOR") AND BETH FULLER, MAUD HUEY KENYON, AND MARY HUEY-LELEIWI ("GRANTEES-BENEFICIARIES")

LEGAL DESCRIPTION
(continued from Page 1 to Exhibit "A")

16. The west half, the west half of the northeast quarter and the west half of the southeast quarter of Section 26, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
17. The west half of the east half and the west half of Section 32, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
18. The northeast quarter of the northwest quarter, the north half of the northeast quarter and the southeast quarter of the northeast quarter of Section 33, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
19. The north half of the northwest quarter and the northwest quarter of the northeast quarter of Section 34, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
20. The east half of Section 11, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
21. The south half of Section 23, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
22. The north half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
23. The south half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
24. The north half of the northeast quarter of Section 26, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
25. The west half, the south half of the northeast quarter and the southeast quarter of Section 26, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
26. The northwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
27. All of Section 1, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
28. All of Section 36, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.

PAGE 3 TO EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE BENEFICIARY DEED BETWEEN BRUCE HUEY ("GRANTOR") AND BETH FULLER, MAUD HUEY KENYON, AND MARY HUEY-LELEIWI ("GRANTEES-BENEFICIARIES")

LEGAL DESCRIPTION
(continued from Page 2 to Exhibit "A")

29. The east half of Section 2, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
30. The east one half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
31. The west one half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
32. The west half of Section 6, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
33. The west half of Section 7, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
34. The west half of Section 30, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
35. The west half of Section 31, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
36. The southeast quarter of Section 35, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
37. The southeast quarter of the northeast quarter of Section 20, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
38. The west half of Section 24, Township 5N, Range 59W of the 6th P.M. and the north half of Section 19, Township 6N, Range 59W of the 6th P.M., County of Morgan, State of Colorado.

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE AFFIDAVIT OF NON-PRODUCTION EXECUTED BY BRUCE HUEY, BETH FULLER, MAUD HUEY-KENYON, AND MARY HUEY-LELEIWI ("AFFIANTS")

LEGAL DESCRIPTION
OF THE PROPERTY

PARCEL A:

All Section 13, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL B:

All Section 14, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL C:

The S1/2 of Section 23, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL D:

All of Section 24, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL E:

All of Section 25, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL F:

All of Section 26, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL G:

All of Section 35, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado

PARCEL H:

Lots 3 and 4, E1/2SW1/4 (aka All of SW1/4) of Section 18, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado

PARCEL I:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), S1/2NE1/4, SE1/4 of Section 19, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL J:

The S1/2N1/2 and S1/2 of Section 20, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL K:

All of Section 21, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL L:

The W1/2 and W1/2E1/2 Section 26, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PAGE 2 TO EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE AFFIDAVIT OF NON-PRODUCTION EXECUTED BY BRUCE HUEY, BETH FULLER, MAUD HUEY-KENYON, AND MARY HUEY-LELEIWI ("AFFIANTS")

LEGAL DESCRIPTION
OF THE PROPERTY
(Continued from Page 1 to Exhibit "A")

PARCEL M:

All of Section 27, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL N:

All of Section 28, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL O:

All of Section 29, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL P:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), and the E1/2 of Section 30, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL Q:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), and the E1/2 of Section 31, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL R:

The W1/2 and the W1/2E1/2 of Section 32, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL S:

The N1/2NE1/4, SE1/4NE1/4 and NE1/4NW1/4 of Section 33, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL T:

The N1/2NW1/4, NW1/4NE1/4 of Section 34, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL U:

The SW1/4 of Section 15, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL V:

The W1/2 Section 22, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

(Street Address: 24758 Morgan County Road K, Fort Morgan, Colorado)



BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That BRUCE HUEY, BETH FULLER, also known as Beth Huey, MAUD HUEY-KENYON, also known as Maud Huey, also known as Maud Kenyon, and MARY HUEY-LELEIWI, also known as Mary Huey, also known as Mary Leleiwi, whose mailing addresses, for purposes of this Deed, are 2401 Brookwood Drive, Fort Collins, Colorado 80525, of the County of Larimer, State of Colorado ("Grantors"), for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sell and convey to STEPHEN CECIL and JOANN CECIL, as tenants in common, each as to an undivided fifty percent (50%) interest, whose mailing addresses, for purposes of this Deed, are 36626 Weld County Road 59, Eaton, Colorado 80615, of the County of Weld, State of Colorado ("Grantees"), the real property situate in the County of Morgan, State of Colorado, which is legally described as follows:

An undivided fifty percent (50%) interest in and to all "Mineral Rights," as hereinafter defined. "Mineral Rights" are hereby defined to mean, and shall include, all minerals and mineral rights, including oil, gas, coal, uranium, sand, gravel, and other minerals and mineral rights, located in, on, or under the surface of the real property which is legally described on Exhibit "A" attached hereto and incorporated herein by reference, which are owned by Grantors, including, but not limited to, all rights, title, and interest of Grantors in and to the Mineral Rights owned by (i) the Estate of Millard I. Huey, (ii) the Millard I. Huey Trust, (iii) the Estate of Frances F. Huey, and/or (iv) the Frances F. Huey Trust.

Signed and delivered this 17th day of May, 2012.

Bruce Huey

BRUCE HUEY

Beth Fuller

BETH FULLER, aka Beth Huey

Maud Huey Kenyon

MAUD HUEY-KENYON, aka Maud Huey,
aka Maud Kenyon

Beth Fuller

MARY HUEY-LELEIWI, aka Mary Huey,
aka Mary Leleiwi, by BETH FULLER,
her Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 17th day of May, 2012, by BETH FULLER, also known as Beth Huey, Individually and as Attorney-in-Fact for MARY HUEY-LELEIWI, also known as Mary Huey, also known as Mary Leleiwi, and by BRUCE HUEY, Individually, and by MAUD HUEY-KENYON, also known as Maud Huey, also known as Maud Kenyon, Individually.

WITNESS my hand and official seal.

My commission expires: 11-17-13



Donna Manc

Notary Public



EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE BARGAIN AND SALE DEED BETWEEN BRUCE HUEY, BETH FULLER, MAUD HUEY-KENYON, AND MARY HUEY-LELEIWI ("GRANTORS") AND STEPHEN CECIL AND JOANN CECIL ("GRANTEES")

LEGAL DESCRIPTION

PARCEL A:

All Section 13, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL B:

All Section 14, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL C:

The S1/2 of Section 23, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL D:

All of Section 24, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL E:

All of Section 25, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL F:

All of Section 26, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL G:

All of Section 35, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado

PARCEL H:

Lots 3 and 4, E1/2SW1/4 (aka All of SW1/4) of Section 18, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado

PARCEL I:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), S1/2NE1/4, SE1/4 of Section 19, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL J:

The S1/2N1/2 and S1/2 of Section 20, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL K:

All of Section 21, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL L:

The W1/2 and W1/2E1/2 Section 26, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL M:

All of Section 27, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL N:

All of Section 28, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL O:

All of Section 29, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL P:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), and the E1/2 of Section 30, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PAGE 2 TO EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE BARGAIN AND SALE DEED BETWEEN BRUCE HUEY, BETH FULLER, MAUD HUEY-KENYON, AND MARY HUEY-LELEIWI ("GRANTORS") AND STEPHEN CECIL AND JOANN CECIL ("GRANTEES")

LEGAL DESCRIPTION
(Continued from Page 1 to Exhibit "A")

PARCEL Q:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), and the E1/2 of Section 31, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL R:

The W1/2 and the W1/2E1/2 of Section 32, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL S:

The N1/2NE1/4, SE1/4NE1/4 and NE1/4NW1/4 of Section 33, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL T:

The N1/2NW1/4, NW1/4NE1/4 of Section 34, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL U:

The SW1/4 of Section 15, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL V:

The W1/2 Section 22, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

(Street Address: 24758 Morgan County Road K, Fort Morgan, Colorado)



SPECIAL WARRANTY DEED

THIS DEED, made this 17th day of May, 2012, between HUEY RANCH COMPANY, a Colorado corporation, of the County of Morgan, State of Colorado ("Grantor"), and STEPHEN CECIL and JOANN CECIL, as tenants in common, each as to an undivided fifty percent (50%) interest, whose mailing addresses, for purposes of this Deed, are 36626 Weld County Road 59, Eaton, Colorado 80615, of the County of Weld, State of Colorado ("Grantees").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Grantees, their heirs, personal representatives, and assigns, forever, all of the real property, together with improvements, situate, lying and being in the County of Morgan, State of Colorado, which is legally described as follows (the "Conveyed Property"):

As set forth on Exhibit "A" attached hereto and incorporated herein by reference.

(Street Address: 24758 Morgan County Road K, Fort Morgan, Colorado)

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in, and to the Conveyed Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Conveyed Property above bargained and described, with the appurtenances unto Grantees, their heirs, personal representatives, and assigns, forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the Conveyed Property in the quiet and peaceable possession of Grantees, their heirs, personal representatives, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor, EXCEPT AND SUBJECT TO (i) all easements and rights-of-way in place or of record; (ii) all oil, gas, or other mineral reservations or exceptions of record; (iii) any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patents of record; (iv) all zoning and other governmental rules and regulations; and (v) general property taxes for 2012 and all subsequent years.

RESERVATION OF PARTIAL INTEREST IN MINERAL RIGHTS. Grantor hereby excepts and reserves unto itself, its successors and assigns, an undivided fifty percent (50%) interest in and to all "Mineral Rights," as hereinafter defined. "Mineral Rights" are hereby defined to mean, and shall include, all minerals and mineral rights, including oil, gas, coal, uranium, sand, gravel, and other minerals and mineral rights, located in, on, or under the surface of the Conveyed Property which were owned by Grantor as of March 27, 2012. It is the intent of Grantor to convey to Grantees by this Deed an undivided fifty percent (50%) interest in and to all Mineral Rights.

RESERVATION OF ROAD EASEMENT. Grantor is retaining ownership of the real property which is legally described on Exhibit "B" attached hereto and incorporated herein by reference (the "Retained Property"). The Retained Property is adjacent to the Conveyed Property being conveyed hereby. For the purpose of providing road access to the Retained Property from Morgan County Road K, Grantor hereby expressly excepts and reserves a perpetual, non-exclusive easement and right-of-way (the "Road Easement") on, over, and across that portion of the Conveyed Property which is legally described on Exhibit "C"



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attached hereto and incorporated herein by reference, and depicted on Exhibit "C-1" (the "Easement Property"). The Road Easement and the Easement Property shall be subject to the following terms and conditions:

1. As aforesaid, the purpose of the Road Easement is to provide road access from Morgan County Road K to the Retained Property. Grantor may not use the Road Easement for the purpose of providing access to lands other than the Retained Property.

2. Neither Grantor nor Grantees shall have any specific maintenance responsibilities with respect to the Easement Property. However, extraordinary damage caused to the Easement Property by either Grantor or Grantees or by their agents, invitees, or assigns shall be repaired at the sole expense of the party causing such damage.

3. The Road Easement shall be non-exclusive, thereby allowing Grantees, their heirs, personal representatives, assigns, and invitees, to use the Easement Property.

4. Grantees shall have no liability to Grantor at any time resulting from or arising out of the use of the Easement Property by Grantor, its successors or assigns. Without limiting the foregoing, however, Grantor, its successors and assigns, hereby agrees to indemnify and hold Grantees, their heirs, personal representatives, and assigns, harmless from any and all damages, injuries, expenses, claims, or other obligations, including, but not limited to, attorneys' fees, asserted by any party in connection with the use of the Easement Property by Grantor, its successors or assigns.

5. The Road Easement may be assigned by Grantor, in Grantor's sole discretion, to subsequent owners of all or portions of the Retained Property.

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

HUEY RANCH COMPANY,
a Colorado corporation

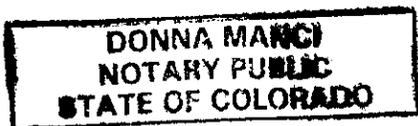
By Bruce Huey
Bruce Huey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 17th day of May, 2012, by Bruce Huey, as President of HUEY RANCH COMPANY, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 11-17-13



Donna Mancini
Notary Public

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE SPECIAL WARRANTY DEED BETWEEN HUEY RANCH COMPANY ("GRANTOR") AND STEPHEN CECIL AND JOANN CECIL ("GRANTEES")

LEGAL DESCRIPTION
OF THE CONVEYED PROPERTY

✓ PARCEL A:

All Section 13, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL B:

All Section 14, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL C:

The S1/2 of Section 23, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL D:

All of Section 24, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL E:

All of Section 25, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL F:

All of Section 26, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

PARCEL G:

All of Section 35, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado

PARCEL H:

Lots 3 and 4, E1/2SW1/4 (aka All of SW1/4) of Section 18, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado

PARCEL I:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), S1/2NE1/4, SE1/4 of Section 19, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL J:

The S1/2N1/2 and S1/2 of Section 20, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL K:

All of Section 21, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL L:

The W1/2 and W1/2E1/2 Section 26, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL M:

All of Section 27, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL N:

All of Section 28, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL O:

All of Section 29, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL P:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), and the E1/2 of Section 30, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PAGE 2 TO EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE SPECIAL WARRANTY DEED BETWEEN HUEY RANCH COMPANY ("GRANTOR") AND STEPHEN CECIL AND JOANN CECIL ("GRANTEES")

LEGAL DESCRIPTION
OF THE CONVEYED PROPERTY
(Continued from Page 1 to Exhibit "A")

PARCEL Q:

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), and the E1/2 of Section 31, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL R:

The W1/2 and the W1/2E1/2 of Section 32, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL S:

The N1/2NE1/4, SE1/4NE1/4 and NE1/4NW1/4 of Section 33, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL T:

The N1/2NW1/4, NW1/4NE1/4 of Section 34, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL U:

The SW1/4 of Section 15, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

PARCEL V:

The W1/2 Section 22, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado. ✓

(Street Address: 24758 Morgan County Road K, Fort Morgan, Colorado)

TOGETHER WITH all rights, title, and interest of Grantor in and to all water and water rights, reservoirs and reservoir rights, ditches and ditch rights, wells and well rights, all groundwater, rights to groundwater, and consents to withdraw groundwater, whether tributary or non-tributary, adjudicated or non-adjudicated, appropriated or non-appropriated, and including, without limitation, all state engineer filings, well registration statements, well permits, court decrees, and pending water court applications, if any, and exclusively including, but not limited to, the following:

- Permit #240-WCB
- Permit #158-WCB
- Permit #601-WCB
- Permit #25884
- Permit #24758
- Permit #2419
- Permit #602-WCB
- Permit #19242
- Permit #225-WCB
- Permit #40920
- Permit #14306
- Permit #3434-F
- Permit #2215
- Permit #15367
- Permit #10249
- Permit #43747
- Permit #11737-R
- Permit #11738-R
- Permit #39308
- Permit #11296
- Permit #42903

TOGETHER WITH an undivided fifty percent (50%) interest in and to all "Mineral Rights," as previously defined; and

PAGE 3 TO EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE SPECIAL WARRANTY DEED BETWEEN HUEY RANCH COMPANY ("GRANTOR") AND STEPHEN CECIL AND JOANN CECIL ("GRANTEES")

LEGAL DESCRIPTION
OF THE CONVEYED PROPERTY
(Continued from Page 2 to Exhibit "A")

TOGETHER WITH all rights, title, and interest of Grantor, reversionary or otherwise, in and to all (i) easements, rights-of-way, and rights to same belonging or in any way appertaining to the Conveyed Property, (ii) strips and gores of land lying between the Conveyed Property and adjoining property, streets, or roads, open or proposed, and (iii) all other rights and appurtenances belonging or in any way appertaining to the Conveyed Property, excluding, however, (a) the Retained Property, (b) the Road Easement reserved by Grantor in this Deed, and (c) the fifty percent (50%) interest in the Mineral Rights reserved by Grantor.

EXHIBIT "B" ATTACHED TO AND MADE A PART OF THE SPECIAL WARRANTY DEED BETWEEN HUEY RANCH COMPANY ("GRANTOR") AND STEPHEN CECIL AND JOANN CECIL ("GRANTEES")

LEGAL DESCRIPTION
OF THE RETAINED PROPERTY

The east half of Section 11, Township 2 North, Range 57 West of the 6th P.M., County of Morgan, State of Colorado.

All of Section 1, Township 2 North, Range 57 West of the 6th P.M., County of Morgan, State of Colorado.

All of Section 36, Township 3 North, Range 57 West of the 6th P.M., County of Morgan, State of Colorado.

The east half of Section 2, Township 2 North, Range 57 West of the 6th P.M., County of Morgan, State of Colorado.

The east one-half of Section 12, Township 2 North, Range 57 West of the 6th P.M., County of Morgan, State of Colorado.

The west one-half of Section 12, Township 2 North, Range 57 West of the 6th P.M., County of Morgan, State of Colorado.

The west half of Section 6, Township 2 North, Range 56 West of the 6th P.M., County of Morgan, State of Colorado.

The west half of Section 7, Township 2 North, Range 56 West of the 6th P.M., County of Morgan, State of Colorado.

The west half of Section 30, Township 3 North, Range 56 West of the 6th P.M., County of Morgan, State of Colorado.

The west half of Section 31, Township 3 North, Range 56 West of the 6th P.M., County of Morgan, State of Colorado.

The southeast quarter of Section 35, Township 3 North, Range 57 West of the 6th P.M., County of Morgan, State of Colorado.

EXHIBIT "C" ATTACHED TO AND MADE A PART OF THE SPECIAL WARRANTY DEED BETWEEN HUEY RANCH COMPANY ("GRANTOR") AND STEPHEN CECIL AND JOANN CECIL ("GRANTEES")

LEGAL DESCRIPTION
OF THE EASEMENT PROPERTY

✓ A 20 foot wide strip of land located in the North One-Half of Section 13, Township 2 North, Range 57 West of the 6th Principal Meridian, Morgan County, Colorado, being 10 feet on each side of the following-described centerline:

Commencing at the Northeast corner of the Northwest 1/4 of Section 13, Township 2 North, Range 57 West of the 6th Principal Meridian, Morgan County, Colorado, and considering the North line of the Northeast 1/4 of said Section 13 to bear North 88°56'26" East with all bearings herein relative thereto:

Thence North 88°56'26" East along said North line, 12.21 feet to the Point of Beginning; thence along said centerline by the following 12 courses:

- South 29°18'41" West, 869.06 feet
- South 30°17'26" West, 176.33 feet
- South 33°22'58" West, 374.57 feet
- South 32°29'31" West, 344.96 feet
- South 54°39'40" West, 119.40 feet
- South 78°54'33" West, 89.37 feet
- North 89°21'51" West, 347.32 feet
- South 81°38'01" West, 304.76 feet
- South 88°37'37" West, 309.30 feet
- South 83°01'01" West, 274.40 feet
- North 88°42'08" West, 145.55 feet
- South 77°49'59" West, 125.22 feet to a point on the North right-of-way line of Morgan County Road K, said point bears South 56°31'24" West, 3089.53 feet from the Northeast corner of the Northwest 1/4 of said Section 13 and is the point of termination.

Containing 1.6 acres, more or less. ✓

The side lines of the above-described property are shortened or lengthened as necessary where meeting the County Road right-of-way and the North Section line.



PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION

THIS DEED is dated May 4th, 2012, and is made between BETH FULLER, as Co-Successor Personal Representative of the estate of MILLIARD I. HUEY aka MILLARD HUEY, deceased, the "Grantor," and Beth Fuller, whose address is 2401 Brookwood, Fort Collins, CO 80525, Bruce Huey, whose address is 615 E. Bijou Avenue, Fort Morgan, CO 80701, Maud Huey-Kenyon, whose address is 900 Baseline Road, Chautauqua #18, Boulder, CO 80302, and Mary Huey-Lelewi, whose address is 620 E. Beaver Avenue, Fort Morgan, CO 80701, the "Grantees,"

WHEREAS, the decedent died on the date of April 9, 1995, and the Grantor was duly appointed Co-Successor Personal Representative of said estate by the District Court in and for the County of Morgan, and State of Colorado, Probate No. 2001-PR-54, on the date of April 2, 2012, evidenced by Letters Testamentary recorded in the records of Morgan County, Colorado at Reception No. 875381, on April 25, 2012, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon the Grantor by the Colorado Probate Code, Grantor does hereby convey, assign, transfer and release unto Grantees, in equal shares and as tenants in common, as the persons entitled to distribution, the following described real property situate in Morgan County, State of Colorado:

Any and all minerals and mineral rights including oil, gas and other mineral interests owned by the Estate of Millard I. Huey aka Millard Huey found in, under or upon the following property:

See Attached Exhibit A.

With all appurtenances.

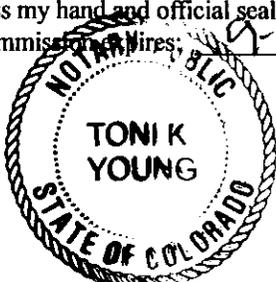
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Beth Fuller, Co-Successor Personal Representative of the estate of Millard I. Huey aka Millard Huey, Deceased.

STATE OF COLORADO)
County of Lasimer) ss.

The foregoing instrument was acknowledged before me this 4th day of May, 2012, by Beth Fuller, as Co-Successor Personal Representative of the estate of Millard I. Huey aka Millard Huey, Deceased.

Witness my hand and official seal.
My commission expires: 9-13-2015



MY COMM Exp 9-13-2015

Notary Public

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

Exhibit A

1. All of Section 27, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
2. All of Section 28, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
3. All of Section 29, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
4. All of Section 30, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
5. All of Section 31, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
6. All of Section 13, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
7. All of Section 14, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
8. All of Section 25, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
9. All of Section 35, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
10. The southwest quarter of Section 15, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
11. The southwest quarter of Section 18, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
12. The west half, the southeast quarter and the south half of the northeast quarter of Section 19, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
13. The south half, the south half of the northwest quarter and the southwest quarter of the northeast quarter of Section 20, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
14. The east half, the southwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
15. The west half of Section 22, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
16. The west half, the west half of the northeast quarter and the west half of the southeast quarter of Section 26, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
17. The west half of the east half and the west half of Section 32, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
18. The northeast quarter of the northwest quarter, the north half of the northeast quarter and the southeast quarter of the northeast quarter of Section 33, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.

19. The north half of the northwest quarter and the northwest quarter of the northeast quarter of Section 34, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
20. The east half of Section 11, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
21. The south half of Section 23, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
22. The north half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
23. The south half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
24. The north half of the northeast quarter of Section 26, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
25. The west half, the south half of the northeast quarter and the southeast quarter of Section 26, Township 2N, Range 57W, of the 6th P.M., County of Morgan, State of Colorado.
26. The northwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
27. All of Section 1, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
28. All of Section 36, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
29. The east half of Section 2, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
30. The east one-half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
31. The west one-half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
32. The west half of Section 6, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
33. The west half of Section 7, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
34. The west half of Section 30, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
35. The west half of Section 31, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
36. The southeast quarter of Section 35, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
37. The southeast quarter of the northeast quarter of Section 20, Township 2N, Range 56W, of the 6th P.M., County of Morgan, State of Colorado.

QUITCLAIM DEED

THIS DEED is given in accordance with the Agreement between the parties hereto dated 2.27.12, and is for the sole and express purpose of confirming that title in and to the surface of the land described below as well as a fifty percent (50%) interest in and to the minerals and mineral rights associated with the same that is not expressly reserved herein, is vested in the below named Grantee and to confirm that Grantors claim no interest in same arising from the Quit Claim Deed recorded December 12, 2011 at Reception No. 872775 in the real property records in Morgan County, Colorado ("Incorrect Deed"). The Incorrect Deed incorrectly described the property conveyed as "All interest, including any and all oil, gas and other mineral interests..." when in fact the intent of the Grantor and the Grantees was to describe and convey only a fifty percent (50%) interest in and to the oil, gas and other minerals and mineral rights. This Quitclaim Deed is therefore given to revest and reconvey title to the original grantor of the Incorrect Deed all of the incorrectly granted portion of the property, so that the Grantors named herein will hold title to only the fifty percent (50%) interest in the oil, gas and other minerals and mineral rights described in the reservation set forth below.

THIS DEED is dated February 27, 2012, and is made between BRUCE HUEY, BETH FULLER, MAUD HUEY-KENYON, and MARY HUEY-LELEIWI, collectively "Grantors" and HUEY RANCH COMPANY, a Colorado corporation, with its principal place of business located at 615 E. Bijou Avenue, Fort Morgan, CO 80701, the "Grantee".

WITNESS, that the Grantors, for and in consideration of the sum of TEN DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's assigns, forever, all the right, title, interest, claim and demand which the Grantors have in and to the real property, together with any improvements thereon, located in the County of Morgan and State of Colorado, described as follows:

See Attached Exhibit "A"

EXCEPTING AND RESERVING UNTO THE GRANTORS any and all minerals and mineral rights including but not limited to any and all oil, gas and any other minerals and mineral rights that were conveyed to Grantors by Quit Claim Deed recorded December 12, 2011 at Reception No. 872775 as corrected by Correction Deed dated 2.27.2012 and recorded 3.5.2012 at Reception No. 874342 of the real property records of the County of Morgan, Colorado Clerk and Recorder.

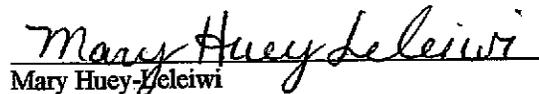
TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's assigns, forever.

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

GRANTORS:


Beth Fuller


Maud Huey-Kenyon


Mary Huey-Lelewi


Bruce Huey

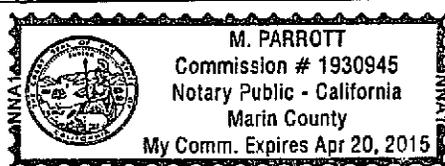
STATE OF COLORADO CA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 28 day of February, 2012, by Beth Fuller.

Witness my hand and official seal.

My commission expires:
04/20/2015

M. Parrott
Notary Public



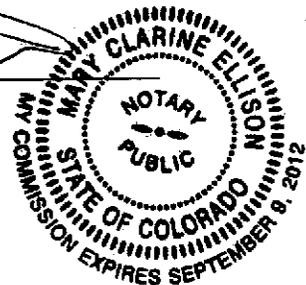
STATE OF COLORADO)
) ss.
COUNTY OF Harmer)

The foregoing instrument was acknowledged before me this 1 day of March February, 2012, by Maud Huey-Kenyon.

Witness my hand and official seal.

My commission expires:
9-9-12

Mary Clarine Ellison
Notary Public



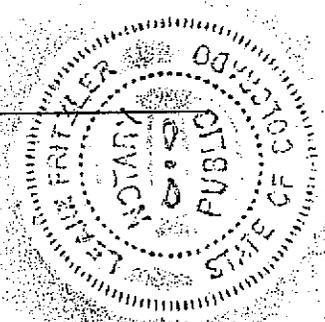
STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 27th day of February, 2012, by Mary Huey-Lelewi.

Witness my hand and official seal.

My commission expires:
February 6, 2014

Leann Fritzer
Notary Public



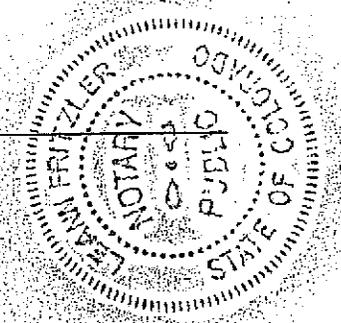
STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 27th day of February, 2012, by Bruce Huey.

Witness my hand and official seal.

My commission expires:
February 6, 2014

Leann Fritzer
Notary Public



**Exhibit A
To Quit Claim Deed**

1. All of Section 27, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
2. All of Section 28, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
3. All of Section 29, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
4. All of Section 30, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
5. All of Section 31, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
6. All of Section 13, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
7. All of Section 14, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
8. All of Section 25, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
9. All of Section 35, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
10. The southwest quarter of Section 15, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
11. The southwest quarter of Section 18, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
12. The west half, the southeast quarter and the south half of the northeast quarter of Section 19, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
13. The south half, the south half of the northwest quarter and the southwest quarter of the northeast quarter of Section 20, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
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27. All of Section 1, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
28. All of Section 36, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
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34. The west half of Section 30, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
35. The west half of Section 31, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
36. The southeast quarter of Section 35, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.

CORRECTION DEED

THIS CORRECTION DEED is executed and delivered in accordance with an Agreement between the parties dated February 27, 2012 and is given to correct the legal description of the property contained in that certain Quit Claim Deed between the parties hereto, recorded on December 12, 2011 at Reception Number 872775 of the real property records of the office of the Clerk and Recorder of Morgan County, Colorado ("Incorrect Deed").

THIS CORRECTION DEED is dated February 27, 2012, and is made between HUEY RANCH COMPANY, a Colorado corporation, the "Grantor," and BRUCE HUEY, whose address is 615 East Bijou Avenue, Fort Morgan, CO 80701, BETH FULLER, whose address is 2401 Brookwood, Fort Collins, CO 80525, MAUD HUEY-KENYON, whose address is 900 Baseline Road, Chautauqua #18, Boulder, CO 80302, and MARY HUEY-LELEIWI, whose address is 620 East Beaver Avenue, Fort Morgan, CO 80701, as tenants in common, collectively, the "Grantees".

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantees in equal proportions, as tenants in common and the Grantees' heirs and assigns, forever.

An undivided fifty percent (50%) interest in and to any and all minerals and mineral rights including oil, gas and other mineral rights owned by Grantor and located in, under or that may be associated with the real property located in the County of Morgan and State of Colorado, described as follows:

See Attached Exhibit "A"

This Correction Deed is intended to convey only fifty percent (50%) of the minerals and mineral rights owned by Grantor associated with the lands described on Exhibit A, but not any interest in or to the surface of said lands except as may be necessary or convenient to explore for and remove the minerals conveyed herein.

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 Grantees, and the Grantees' heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its President and attested to its secretary or other appropriate officer, on the date set forth above.

ATTEST:
Maud Huey-Kenyon
Its: Secretary

GRANTOR:
HUEY RANCH COMPANY, a Colorado Corporation

BY: Bruce Huey
Name: Bruce Huey
Its: President

THIS CORRECTION DEED is agreed and accepted by Grantees to correct the legal description that was set forth in the Incorrect Deed and to reform the Incorrect Deed consistent with the intent and expectation of the Grantees.

GRANTEES:
Beth Fuller
Beth Fuller

Maud Huey-Kenyon
Maud Huey-Kenyon

Mary Huey-Lelewi
Mary Huey-Lelewi

Bruce Huey
Bruce Huey

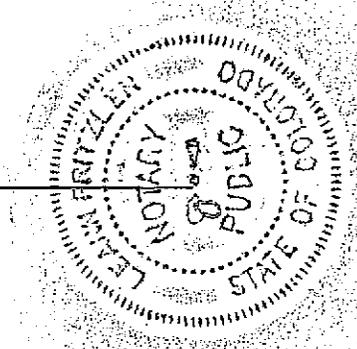
STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 27th day of February, 2012, by Bruce Huey, as President, on behalf of Huey Ranch Company, a Colorado corporation.

Witness my hand and official seal.

My commission expires:
February 6, 2014

Leann Fritzer
Notary Public



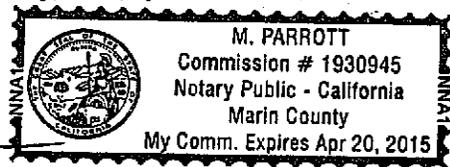
STATE OF ~~COLORADO~~)
) ss.
COUNTY OF MARIN)

The foregoing instrument was acknowledged before me this 28 day of February, 2012, by Beth Fuller.

Witness my hand and official seal.

My commission expires:
04/20/2015

M. Parrott
Notary Public



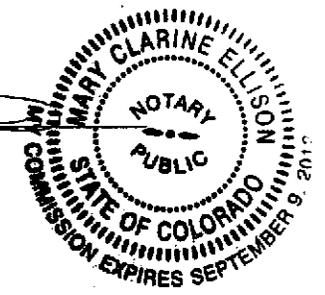
STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 1 day of ^{March} ~~February~~, 2012, by Maud Huey-Kenyon.

Witness my hand and official seal.

My commission expires:
9-9-12

Mary Clarine Ellison
Notary Public



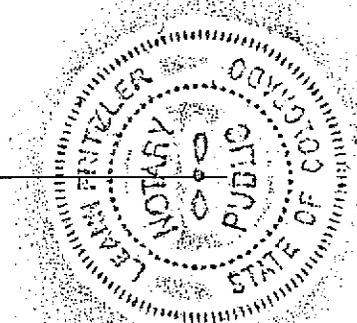
STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 21st day of February, 2012, by Mary Huey-Leleiwi.

Witness my hand and official seal.

My commission expires:
February 6, 2014

Leann Fritzer
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 21st day of February, 2012, by Bruce Huey.

Witness my hand and official seal.

My commission expires:
February 6, 2014

Leann Fritzer
Notary Public

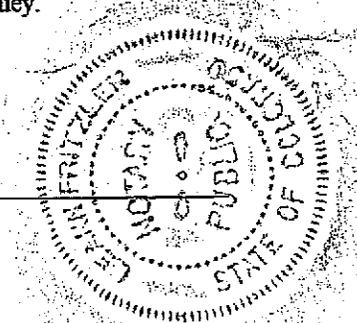


Exhibit A
To Correction Deed

1. All of Section 27, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
2. All of Section 28, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
3. All of Section 29, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
4. All of Section 30, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
5. All of Section 31, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
6. All of Section 13, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
7. All of Section 14, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
8. All of Section 25, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
9. All of Section 35, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
10. The southwest quarter of Section 15, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
11. The southwest quarter of Section 18, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
12. The west half, the southeast quarter and the south half of the northeast quarter of Section 19, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
13. The south half, the south half of the northwest quarter and the southwest quarter of the northeast quarter of Section 20, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
14. The east half, the southwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
15. The west half of Section 22, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
16. The west half, the west half of the northeast quarter and the west half of the southeast quarter of Section 26, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
17. The west half of the east half and the west half of Section 32, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
18. The northeast quarter of the northwest quarter, the north half of the northeast quarter and the southeast quarter of the northeast quarter of Section 33, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.

19. The north half of the northwest quarter and the northwest quarter of the northeast quarter of Section 34, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
20. The east half of Section 11, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
21. The south half of Section 23, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
22. The north half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
23. The south half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
24. The north half of the northeast quarter of Section 26, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
25. The west half, the south half of the northeast quarter and the southeast quarter of Section 26, Township 2N, Range 57W, of the 6th P.M., County of Morgan, State of Colorado.
26. The northwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
27. All of Section 1, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
28. All of Section 36, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
29. The east half of Section 2, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
30. The east one-half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
31. The west one-half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
32. The west half of Section 6, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
33. The west half of Section 7, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
34. The west half of Section 30, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
35. The west half of Section 31, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
36. The southeast quarter of Section 35, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.

QUITCLAIM DEED

THIS DEED is dated December , 2011, and is made between HUEY RANCH COMPANY, a Colorado corporation, the "Grantor," and BRUCE HUEY, whose address is 615 East Bijou Avenue, Fort Morgan, CO 80701, BETH FULLER, whose address is 2401 Brookwood, Fort Collins, CO 80525, MAUD HUEY-KENYON, whose address is 900 Baseline Road, Chautauqua #18, Boulder, CO 80302, and MARY HUEY-LELEIWI, whose address is 620 East Beaver Avenue, Fort Morgan, CO 80701, as Tenants in Common, collectively, the "Grantees".

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Morgan and State of Colorado, described as follows:

See Attached Exhibit "A"

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, and the Grantee's heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

ATTEST:
Maud Huey-Kenyon
Its: Secretary

GRANTOR:
HUEY RANCH COMPANY, a Colorado Corporation

BY: Bruce Huey
Name: Bruce Huey
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 2nd day of December, 2011, by Bruce Huey, as President, on behalf of Huey Ranch Company.

Witness my hand and official seal.
My commission expires:

10/08/2014

Sue Mese
Notary Public

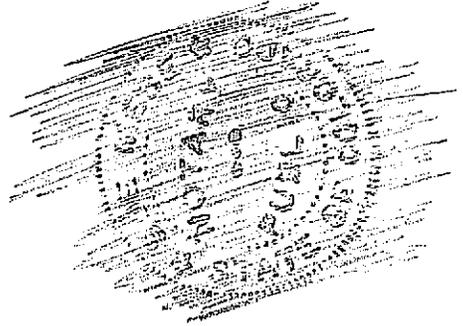


Exhibit A
To Quitclaim Deed

All interest, including any and all oil, gas and other mineral interests in and to

1. All of Section 27, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
2. All of Section 28, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
3. All of Section 29, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
4. All of Section 30, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
5. All of Section 31, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
6. All of Section 13, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
7. All of Section 14, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
8. All of Section 25, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
9. All of Section 35, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
10. The southwest quarter of Section 15, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
11. The southwest quarter of Section 18, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
12. The west half, the southeast quarter and the south half of the northeast quarter of Section 19, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.

13. The south half, the south half of the northwest quarter and the southwest quarter of the northeast quarter of Section 20, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
14. The east half, the southwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
15. The west half of Section 22, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
16. The west half, the west half of the northeast quarter and the west half of the southeast quarter of Section 26, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
17. The west half of the east half and the west half of Section 32, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
18. The northeast quarter of the northwest quarter, the north half of the northeast quarter and the southeast quarter of the northeast quarter of Section 33, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
19. The north half of the northwest quarter and the northwest quarter of the northeast quarter of Section 34, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
20. The east half of Section 11, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
21. The south half of Section 23, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
22. The north half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
23. The south half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
24. The north half of the northeast quarter of Section 26, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
25. The west half, the south half of the northeast quarter and the southeast quarter of Section 26, Township 2N, Range 57W, of the 6th P.M., County of Morgan, State of Colorado.
26. The northwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
27. The southeast quarter of the northeast quarter of Section 30, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.

28. All of Section 1, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
29. All of Section 36, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
30. The east half of Section 2, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
31. The east one-half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
32. The west one-half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
33. The west half of Section 6, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
34. The west half of Section 7, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
35. The west half of Section 30, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
36. The west half of Section 31, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
37. The southeast quarter of Section 35, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.



TRUSTEE'S DEED

THIS DEED, is made this 30 day of October, 2006, between John M. Neal, Trustee of The CORNELIUS R. NEAL REVOCABLE TRUST dated August 7, 1997, Grantor, to

The PHILIP B. NEAL GST EXEMPT TRUST created under the CORNELIUS R. NEAL REVOCABLE TRUST dated August 7, 1997, Philip B. Neal, Trustee, whose legal address is 11572 Arnett Ranch Road, Littleton, CO 80127; the JOHH M. NEAL GST EXEMPT TRUST created under the CORNELIUS R. NEAL REVOCABLE TRUST dated August 7, 1997, John M. Neal, Trustee, whose legal address is 7540 East Parkside Drive, Boardman, OH 44512; and the DANIEL R. NEAL GST EXEMPT TRUST, created under the CORNELIUS R. NEAL REVOCABLE TRUST dated August 7, 1997, Daniel R. Neal, Trustee, whose legal address is P.O. Box 641, Sedalia, CO 80135; as tenants in common, Grantees.

WITNESS that the Grantor, as Trustee and pursuant to the powers conferred upon the Trustee by the Colorado Fiduciaries' Powers Act, does hereby sell, convey, assign, transfer and set over unto the Grantees as the persons entitled to distribution of the property pursuant to the terms of the Trust, the real property situated in Morgan County, State of Colorado, described as follows:

An undivided one percent (1%), representing all of Grantor's interest, in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Morgan County, State of Colorado.

TOWNSHIP 2, NORTH, RANGE 57 WEST: Section 13: North one-half (N1/2)

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

TOGETHER with all appurtenances hereunto belonging, subject to covenants, easements and restrictions of record and subject to general property taxes for the year 2006.

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

CORNELIUS R. NEAL REVOCABLE TRUST

[Signature] JOHN M. NEAL, Trustee

STATE OF COLORADO)) COUNTY OF Mahoning) ss.

The foregoing instrument was acknowledged before me this 30th day of October, 2006, by JOHN M. NEAL, Trustee of the CORNELIUS R. NEAL REVOCABLE TRUST dated August 7, 1997.

Witness my hand and official seal.

My Commission Expires: 9-23-07

[Signature] Notary Public



TRISHA MINNIE, Notary Public, State of Ohio My Commission expires September 23, 2007

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

<input type="checkbox"/> County Court <input checked="" type="checkbox"/> District Court _____ County, Colorado Court Address: _____		FILED 2012 JUN 12 AM 11:55 ▲ COURT USE ONLY ▲
Plaintiff(s)/Petitioner(s): v. <u>Robert H Pletcher</u> Defendant(s)/Respondent(s): <u>In the Estate of Millicent H Pletcher</u>		Case Number: <u>02 PR 114</u> Division Courtroom
Attorney or Party Without Attorney (Name and Address): Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____		
MOTION TO FOR Transfer of Ownership		

For the following reasons: (cite any applicable law)

To have written transfer of ownership; to present to Federal Aviation Administration, for their records Dept.

I request the Court to:

Assign ownership of Casna TR-182 Ser # R1R200836 (N737JK)
From: Millicent H Pletcher to John W Pletcher Jr. (Deceased 1-11)

Date: 6/12/12

Petitioner/Plaintiff or Respondent/Defendant

Robert H Pletcher

Address

4530 Saulsbury St

City, State and Zip Code

Wheatridge Colo 80033

Telephone Number (Home)

(Work)

303 923 8270

CERTIFICATE OF SERVICE

I certify that on _____ (date) a true and accurate copy of the Motion to _____ was served on the other party by:

Hand Delivery, E-filed, Faxed to this number _____, or

by placing it in the United States mail, postage pre-paid, and addressed to the following (include name and address):

To: _____

Petitioner/Plaintiff or Respondent/Defendant

<input checked="" type="checkbox"/> District Court <input type="checkbox"/> Denver Probate Court County of <u>Jefferson</u> , Colorado Court Address:		LEL SCANNED COURT 2003 APR 21 AM 9:43
IN THE MATTER OF THE ESTATE OF: MILLICENT H. PLETCHER Deceased		COURT USE ONLY Case Number: 02PR0114 Division: Courtroom:
Attorney or Party Without Attorney (Name and Address): Stanton D. Rosenbaum Isaacson, Rosenbaum, Woods & Levy, P.C. 633 17 th Street, Suite 2200 Denver, CO 80202 Phone Number: 303.292.5656 E-mail: srosenbaum@irwl.com FAX Number: 303.292.3152 Atty. Reg. #: 1212		
VERIFIED STATEMENT OF PERSONAL REPRESENTATIVE CLOSING ADMINISTRATION		

The undersigned personal representative of this estate states:

1. Six months have passed since the original appointment of a general personal representative for this estate or at least one year has passed since the decedent's death. The date of the original appointment was January 28, 2002.
2. Except as may be disclosed on an attached explanation, the undersigned or a preceding personal representative has fully administered this estate by making payment, settlement or other disposition of all lawful claims; expenses of administration; federal and state estate taxes, inheritance taxes and other death taxes; and the decedent's and the decedent's estate's federal and state income taxes. The assets of the estate have been distributed to the persons entitled to receive such assets in the amount and in the manner to which they were entitled. If any claims are listed on an attached explanation as remaining undischarged, an explanation of arrangements for their disposition is also listed.
3. The undersigned has sent a copy of this statement to all distributees of this estate and to all creditors or other claimants whose claims are neither paid nor barred, and has furnished a full account in writing of the undersigned's administration to the distributees whose interests are affected.
4. No Court order prohibits the informal closing of this estate. Administration of this estate is not supervised.

This statement is filed for the purpose of closing this estate. The appointment of the personal representative will terminate one year after this statement is filed with the Court if no proceedings involving the undersigned are then pending. (Section 15-12-1003, C.R.S.)

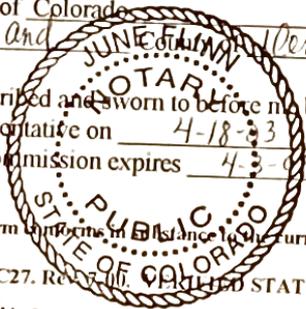
Date: 4-18-03

As the personal representative and being sworn, I verify that the facts set forth in this statement are true to the best of my knowledge, information and belief.

John W. Pletcher, Jr.
 Signature of Personal Representative (Type or print name, address and tele. # below)
 John W. Pletcher, Jr.
 1290 Cody Street
 Lakewood, CO 80215-4819
 303.237.0620

State of Colorado
 City and County of Denver

Subscribed and sworn to before me by the personal representative on 4-18-03
 My commission expires 4-3-04



Jane Glenn
 Notary Public or (Deputy) Clerk of the Court

This form conforms in substance to the current version of the approved form.

DOCKETED

CERTIFICATE OF SERVICE

I certify that on (date) 4-18-03, a copy of this Verified Statement of Personal Representative Closing Administration was served on each of the following at the indicated address by:

- | | |
|---|---|
| <input type="checkbox"/> hand delivery | <input type="checkbox"/> certified U.S. mail, postage pre-paid |
| <input checked="" type="checkbox"/> first class U.S. mail, postage pre-paid | <input type="checkbox"/> registered U.S. mail, postage pre-paid |

Name and Address

John W. Pletcher, Jr.
1290 Cody Street
Lakewood, CO 80215-4819

Millicent Marie Leaming
14823 Dogwood
Gardendale, Texas 79758

John Wesley Pletcher III
13608 Jarvi Drive
Anchorage, Alaska 99515

Robert Huey Pletcher
4530 Saulsbury Street
Wheat Ridge, Colorado 80033



Signature of Person Certifying Service

NOTE: This certificate of service cannot be used in cases where personal service is required or used. Use CPC7-P (*Personal Service Affidavit*) or CPC8-A (*Waiver of Service*) for each person required to be served personally.
556282.1

This form conforms in substance to the current version of the approved form.

Proof of Publication
THE LAKEWOOD SENTINEL
1000 10th Street, Golden, CO 80401

02 APR 15 AM 10:24

FILED
COMBINED COURT
JEFFERSON COUNTY, CO

I, S. Ulschmid, being duly sworn, deposes and says:

1. I am the agent of **The Lakewood Sentinel**, that the same is published weekly and has a general circulation in the cities of Edgewater, Golden, Lakewood, Wheat Ridge and unincorporated area, County of Jefferson, State of Colorado;
2. That the said newspaper has been published continuously and uninterruptedly in said County of Jefferson for a period of more than 52 weeks prior to the first publication of the notice hereto attached;
3. That said newspaper is entered in the U.S. Post Office at Denver, Colorado, as second class mail matter;
4. That said newspaper is a newspaper within the meaning of the act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled 'Legal Notices and Advertisements' and other acts relating to the printing and publishing of legal notices and advertisements;
5. That the notice hereto attached was published in the regular and entire issues of **The Lakewood Sentinel** once each week, on the same day of each week, for the period of 3 consecutive insertions;
6. That the first publication of said notice was in the issue dated February 14, 2002; and that the last publication was in the issue dated February 28, 2002.

NOTICE TO CREDITORS
Estate of **MILICENT H. PLETCHER**,
Deceased
Case No. 02PR0114
All persons having claims against the above-named estate are required to present them to the personal representative or to the DISTRICT COURT, JEFFERSON COUNTY, COLORADO, on or before June 12, 2002, or the claims may be forever barred.
John W. Fletcher, Jr.
1290 Cody Street
Lakewood, CO 80215-4819
Personal Representative
First Publication February 14, 2002
Second Publication February 21, 2002
Third Publication February 28, 2002
in the Lakewood Sentinel 42507020

Subscribed and sworn to before me this 28th day of

February, 2002.

By: Shannon Ulschmid

STATE OF COLORADO
County of Jefferson

SS

Witness my hand and official seal

Karen Anne Moline

Notary Public

KAREN ANNE MOLINE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Apr. 9, 2005

DOCKETED

<input checked="" type="checkbox"/> District Court <input type="checkbox"/> Denver Probate Court _____ County of <u>Jefferson</u> , Colorado Court Address: _____	02 FEB -4 AM 11:08 COURT USE ONLY Case Number: 02PR0114 DIVISION COURT JEFFERSON COUNTY, CO Division _____ Courtroom _____
IN THE MATTER OF THE ESTATE OF MILLICENT H. PLETCHER Deceased:	
Attorney or Party Without Attorney (Name and Address) Richard D. Greengard Isaacson, Rosenbaum, Woods & Levy, P.C. 633 17th Street, Suite 2200 Denver, Colorado 80202 Phone Number: 303-292-5656 E-mail: <u>rgreengard@irwl.com</u> FAX Number: 303-292-3152 Atty. Reg. # 1212	INFORMATION OF APPOINTMENT

TO THE HEIRS AND DEVISEES WHO HAVE OR MAY HAVE AN INTEREST IN THIS ESTATE:

1. The decedent died on (date) January 12, 2002.
2. The decedent left no will.
 The decedent left a will dated February 27, 1996. The dates of all codicils are n/a.
 The will and any codicils were admitted to probate on (date) January 28, 2002.
3. Proceedings in this matter are informal.
 Proceedings in this matter are formal.
4. The personal representative (named below) was appointed on (date) January 28, 2002.
5. No bond has been filed with this Court.
 Bond has been filed with this Court in the amount of \$ _____.
6. Administration of this estate is unsupervised. The Court will consider ordering supervised administration if requested by an interested person.
 (Sections 15-12-501 et seq., C.R.S.)
 Administration of this estate is supervised.
7. The information is being sent to persons who have or may have some interest in the estate being administered.
8. Papers relating to this estate, including an inventory of estate assets, are on file with this Court or, if not, may be obtained by interested persons from the personal representative. (Section 15-12-706(2), C.R.S.)
9. Interested persons are entitled to receive an accounting.
10. The surviving spouse, children under twenty-one years of age, and dependent children may be entitled to exempt property and a family allowance if a request for payment is made in the manner and within the time limits prescribed by statutes. (Sections 15-11-401 et seq., C.R.S.)
11. The surviving spouse may have a right of election to take a portion of the augmented estate if a petition is filed within the time limits prescribed by statute. (Sections 15-11-201 et seq., C.R.S.)
12. Interested persons have the responsibility to protect their own rights and interests within the time and in the manner provided by the Colorado Probate Code, including the appropriateness of claims paid, the compensation of personal representatives, attorneys and others, and the distribution of estate assets, since the Court will not review or adjudicate these or other matters unless specifically requested to do so by an interested person.



 Signature of Attorney for/or Personal Representative
John W. Pletcher, Jr.

1290 Cody Street

Lakewood, CO 80215-4819

303.237.0620

 Type or print name, address, and tele. # of Personal Representative

INSTRUCTIONS: This information must be given within 30 days of appointment of the personal representative. In the event a will exists but there has been no formal testacy proceeding and the personal representative was appointed on the assumption of intestacy, this information must also be given to the devisees named in any existing wills. Also complete a Certificate of Service. A copy of this Information of Appointment and a copy of the Certificate of Service must be promptly filed with the Court. (Section 15-12-705, C.R.S. and Rule 8.4, C.R.P.P.)

This form conforms in substance to the current version of the approved form.

No. CPC42, Rev. 7-00. INFORMATION OF APPOINTMENT

CERTIFICATE OF SERVICE

DOCKETED

I certify that on (date) January 31, 2002, a copy of this Information of Appointment was served on each of the following at the indicated address by:

hand delivery

first class U.S. mail, postage pre-paid

certified U.S. mail, postage pre-paid

registered U.S. mail, postage pre-paid

Name and Address

John W. Pletcher, Jr.
1290 Cody Street
Lakewood, CO 80215-4819

Millicent Marie Leaming
14823 Dogwood
Gardendale, TX 79758

John Wesley Pletcher, III
13608 Jarvi Drive
Anchorage, AK 99515

Robert Huey Pletcher
4530 Saulsbury Street
Wheat Ridge, CO 80033



Signature of Person Certifying Service

NOTE: This certificate of service cannot be used in cases where personal service is required or used. Use CPC7-P (*Personal Service Affidavit*) or CPC8-A (*Waiver of Service*) for each person required to be served personally.

<input checked="" type="checkbox"/> District Court <input type="checkbox"/> Denver Probate Court _____ County of <u>Jefferson</u> , Colorado Court Address: _____		02 FEB - 4 AM 11:08 COURT USE ONLY FILED COMBINED COURT JEFFERSON COUNTY, CO Division _____ Courtroom _____
IN THE MATTER OF THE ESTATE OF MILLICENT H. PLETCHER Deceased:		
Attorney or Party Without Attorney (Name and Address) Richard D. Greengard Isaacson, Rosenbaum, Woods & Levy, P.C. 633 17th Street, Suite 2200 Denver, Colorado 80202 Phone Number: 303-292-5656 E-mail: <u>rgreengard@irwl.com</u> FAX Number: 303-292-3152 Atty. Reg. # 1212		Case Number: 02PR0114
NOTICE TO CREDITORS BY PUBLICATION		

NOTICE TO CREDITORS*

Estate of MILLICENT H. PLETCHER _____, Deceased

Case No. 02PR0114

All persons having claims against the above-named estate are required to present them to the personal representative or to the District Court of Jefferson County, Colorado on or before July 5, 2002 ____, or the claims may be forever barred.

 John W. Pletcher, Jr.
 1290 Cody Street
 Lakewood, CO 80215-4819
 Type or print name and address of Personal Representative

*Publish only this portion of form.

INSTRUCTIONS TO NEWSPAPER:

Golden Transcript
 Name of Newspaper

[Signature]
 Signature of Attorney for/or Personal Representative

Publish the above Notice to Creditors once a week for three consecutive calendar weeks.

 *Strike whichever court does not apply.

 **Insert date not earlier than four months from the date of first publication or the date one year from date of decedent's death, whichever occurs first.

NOTE: Unless one year or more has elapsed since the death of the decedent, a personal representative shall cause a notice to creditors to be published in some daily or weekly newspaper published in the county in which the estate is being administered, or if there is no such newspaper, then in some newspaper of general circulation in an adjoining county. (Section 15-12-801, C.R.S.) A copy of this form and the Proof of Publication should be filed with the Clerk of the Court.

This form conforms in substance to the current version of the approved form.
 No. CPC21-A Rev. 7-00. NOTICE TO CREDITORS BY PUBLICATION

DOCKETED

<input checked="" type="checkbox"/> District Court <input type="checkbox"/> Denver Probate Court _____ County of <u>Jefferson</u> , Colorado Court Address:	COURT USE ONLY Case Number: 02 PRO 114 Division Courtroom
IN THE MATTER OF <input type="checkbox"/> THE ESTATE OF MILLICENT H. PLETCHER, <input checked="" type="checkbox"/> Deceased <input type="checkbox"/> Protected Person <input type="checkbox"/> Minor <input type="checkbox"/> Incapacitated Person:	
Attorney or Party Without Attorney (Name and Address) Richard D. Greengard Isaacson, Rosenbaum, Woods & Levy, P.C. 633 17 th Street, Suite 2200 Denver, CO 80202 Phone Number: 303-292-5656 E-mail: rgreengard@irwl.com FAX Number: 303-292-3152 Atty. Reg. # 1212	Case Number: 02 PRO 114 Division Courtroom
ACCEPTANCE OF APPOINTMENT	

I accept appointment to, and agree to perform the duties and discharge the trust of, the office of

- Personal Representative.
- Special Administrator.
- Conservator.
- Guardian.
- _____

I submit personally to the jurisdiction of this Court in any proceeding relating to this matter.

Date: January 28, 2002

John W. Pletcher, Jr.
 Signature of Fiduciary (Type or print name, address, and tele. # of Fiduciary below)

 John W. Pletcher, Jr.
 1290 Cody Street
 Lakewood, CO 80215-4819
 303.237.0620

This form conforms in substance to the current version of the approved form.

Deekated

<input checked="" type="checkbox"/> District Court <input type="checkbox"/> Denver Probate Court _____ County of <u>Jefferson</u> , Colorado Court Address:		
IN THE MATTER OF THE ESTATE OF: MILLICENT H. PLETCHER, Deceased		
		COURT USE ONLY Case Number: Division: 02 Probation Courtroom: 114
INFORMAL PROBATE OF WILL AND INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE		

On the basis of the statements made in the application for informal probate of will and informal appointment of personal representative filed by (Name) John W. Pletcher, Jr., the Registrar finds and directs:

1. The applicant is an interested person and has filed a complete, verified application.
2. Any required notices have been given or waived.
3. Venue is proper.
4. The proceeding was commenced within the time period required by law.
5. The decedent died on the date of January 12, 2002, domiciled in the County of Jefferson, State of Colorado. One hundred twenty hours (120) have elapsed since the decedent's death.
6. If the decedent was not a resident of Colorado, thirty (30) days have elapsed since the decedent's death, or the personal representative appointed at the decedent's domicile is the applicant, or the decedent's will directs that the estate be subject to the laws of Colorado. (Section 15-12-307, C.R.S.)
7. The decedent left a will dated February 27, 1996. The dates of all codicils are n/a. The will and any codicils are referred to as the will. The original, duly executed and apparently unrevoked will is in the Registrar's possession. There are no known prior wills which have not been expressly revoked by a later instrument. The will is admitted to informal probate.
8. (Name) John W. Pletcher, Jr., whose address is 1290 Cody Street, Lakewood, CO 80215-4819, telephone no. (303) 237-0620 has priority for appointment as personal representative. Those persons having prior or equal rights to appointment have renounced their rights to appointment or have received notice of these proceedings. Appointment is made without bond in unsupervised administration.
9. Letters Testamentary shall be issued.

Date: 1-28-02

Warathy A. Clune
Registrar

515275.1

02 P 14

LAST WILL AND TESTAMENT

OF

MILLICENT H. PLETCHER

I, Millicent H. Pletcher, of Jefferson County, Colorado, declare this instrument as my Last Will. I revoke all Wills or Codicils previously made by me.

ARTICLE I

Family Declaration

I am married to John W. Pletcher, Jr. All references to my spouse are to such person. My children now living are Millicent Marie Leaming of Laramie, Wyoming; John Wesley Pletcher III of Anchorage, Alaska; and Robert Huey Pletcher of Wheat Ridge, Colorado. All of my children are adults and they all have children of their own. Any references to my children are to such children.

ARTICLE II

Payment of Death Taxes

My Personal Representative shall pay all death taxes payable because of my death, whether or not the property against which the taxes are levied is a part of my estate. Such taxes shall be paid from my residuary estate, and without reimbursement to my estate by any person.

ARTICLE III

Tangible Personal Property

I give my tangible personal property together with any insurance policies and claims under such policies on such property, in accor-

Doc 14

dance with a writing which I intend to leave on my death. If for any reason no such memorandum is in existence at my death or to the extent such memorandum fails to dispose of all of such property effectively, I give such property not disposed of by such memorandum to my husband if he survives me by 10 days. If my husband does not so survive me, I give such property not disposed of by memorandum to my children who survive me by 10 days in shares of substantially equal value, to be divided among them as they shall agree. In case my children do not agree within three months after the appointment of my Personal Representative, my Personal Representative shall make the division. All reasonable expenses of storage, packing, shipping, delivery and insurance, or of sale, shall be paid as an expense of administration.

ARTICLE IV

Disposition of Residue

I give, devise and bequeath to my spouse, if my spouse survives me, the residue of my estate. If my spouse predeceases me, I give, devise and bequeath the residue of my estate to my descendants, per stirpes.

ARTICLE V

Appointment of Personal Representative

I appoint my husband, John W. Pletcher, Jr. to serve as Personal Representative of my estate. In the event my husband fails, refuses, or is unable to act, I appoint my son, Robert Huey Pletcher to serve as successor Personal Representative. In the event my said son fails, refuses or is unable to act, I appoint my daughter, Millicent

Marie Leaming, to serve as successor Personal Representative. In the event my said daughter fails, refuses or is unable to act, I appoint my son, John Wesley Pletcher III, to serve as successor Personal Representative. In determining whether an individual Personal Representative is unable to act, a letter addressed to the successor Personal Representative by the personal physician attending the Personal Representative whose ability to act is being questioned, certifying to such inability, shall be conclusive evidence of disability and the duly appointed successor Personal Representative shall immediately act. If more than one physician is so attending the Personal Representative, a decision of the majority shall control. Any Personal Representative shall act without bond, but if bond be required by any law or rule of court, I direct that no surety or other security be required thereon. References in this Will to my "Personal Representative" are to my Personal Representative from time to time acting, and if more than one, such reference includes all Personal Representatives so acting collectively.

ARTICLE VI

Powers of Fiduciaries

My Fiduciaries shall have all powers granted under the Colorado Fiduciaries' Powers Act, as set forth in Colorado Revised Statutes, § 15-1-801, et seq., as the same is now or may hereafter be amended.

ARTICLE VII

Construction

A. Reliance on Colorado Law. This Will has been created under the laws of the State of Colorado, and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of that State.

B. Titles and Captions. The titles and captions preceding the articles and paragraphs of this instrument are included solely for convenience of reference, and in no way define, limit, extend or interpret the scope of this Will or any particular article or paragraph hereof.

C. Definitions. Whenever reference is made in this instrument to "children," this term means children born or adopted, either before or after the execution of this Will. Whenever reference is made in this Will to "descendants," this term means lineal descendants of all generations whether born or adopted, either before or after the execution of this Will. Whenever reference is made in this Will to "descendants, per stirpes," of any person, such term shall refer to the children of such person who shall take in equal shares, and to the descendants of any deceased such child whose shares shall be determined by representation. Whenever reference is made to persons, unless the context otherwise requires, words denoting the singular shall be construed to denote the plural, words denoting the plural shall be construed to denote the singular, and words of one gender shall be construed to denote the appropriate gender.

D. Survivorship. Any devisee, legatee or beneficiary who is not living thirty (30) days after my death shall be deemed to have predeceased me.

I, Millicent H. Pletcher, the Testatrix, sign my name to this instrument this 27th day of February, 1996, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Millicent H. Pletcher
Testatrix

We, Joseph Caskey III, Sharon M. Freese, and Ann J. Francis, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as her Last Will and Testament and that she signs it willingly, and that she executes it as her free and voluntary act for the purposes therein expressed, and that each of us, in the presence and hearing of the Testatrix, hereby signs this Will as witness to the Testatrix's signing, and that to the best of his knowledge the Testatrix is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Joseph Caskey III
Witness

Sharon M. Freese
Witness

Ann J. Francis
Witness

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

Subscribed, sworn to and acknowledged before me by Millicent H. Pletcher, the Testatrix, and subscribed and sworn to before me by *Joseph Cacheyth, Kaye M. Freese, and Ann S. Francis*, Witnesses, this *27th* day of *February*, 1996.

WITNESS my hand and official seal.

My commission expires *July 18, 1996*.

Carol Ann Warner

Notary Public

<input checked="" type="checkbox"/> District Court <input type="checkbox"/> Denver Probate Court _____ County of <u>Jefferson</u> , Colorado Court Address: _____	02 PR 0114: 27 <p style="text-align: center;">COURT USE ONLY</p>
IN THE MATTER OF THE ESTATE OF: MILLICENT H. PLETCHER, Deceased	
Attorney or Party Without Attorney (Name and Address) Richard D. Greengard Isaacson, Rosenbaum, Woods & Levy, P.C. 633 17th Street, Suite 2200 Denver, Colorado 80202 Phone Number: 303-292-5656 E-mail: <u>rgreengard@irwl.com</u> FAX Number: 303-292-3152 Atty. Reg. # 1212	Case Number: <p style="text-align: center; font-size: 2em;">02 PR 0114</p> Division: _____ Courtroom: _____
APPLICATION FOR INFORMAL PROBATE OF WILL AND INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE	

1. Applicant, (Name) John W. Pletcher, Jr., as husband and personal representative-elect, is an interested person. (§ 15-10-201, C.R.S.)
2. The decedent died on the date of January 12, 2002, at the age of 84 years, domiciled in the County of Jefferson, State of Colorado.
3. Venue for this proceeding is proper in this county because the decedent
 - was a domiciliary of this county on the date of death.
 - was not a domiciliary of Colorado, but property of the decedent was located in this county on the date of death.
4. No personal representative has been appointed in this state or elsewhere.
 - A personal representative of the decedent has been appointed in this state or elsewhere as shown on the attached explanation. (§ 15-12-301, C.R.S.)
5. Applicant
 - has not received a demand for notice and is unaware of any demand for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere.
 - has received, or is aware of, a demand for notice. See attached demand or explanation.
6. The date of decedent's last will is 2/27/96. The dates of all codicils are n/a. The will and any codicils are referred to as the will. The will
 - was deposited with this Court before the decedent's death. (§ 15-11-515, C.R.S.)
 - has been delivered to this Court since the decedent's death. (§ 15-11-516, C.R.S.)
 - accompanies this application.
 - has been probated in the State of _____ . Authenticated copies of the will and of the statement probating it accompany this application. (§ 15-12-303, C.R.S.)
7. Except as may be disclosed on an attached explanation and after the exercise of reasonable diligence, applicant is unaware of any instrument revoking the will, is unaware of any prior wills which have not been expressly revoked by a later instrument, and believes that the will is the decedent's last will and was validly executed.

Docketed

8. No statutory time limitation applies to the commencement of these proceedings. (§ 15-12-108, C.R.S.)

9. John W. Pletcher, Jr., 1290 Cody Street, Lakewood, Colorado 80215-4819, 303 237 0620

Name, address and telephone number of the nominee for Personal Representative is 21 years of age or older, and has priority for appointment because of

nomination by the will.

statutory priority. (§ 15-12-203, C.R.S.)

reasons stated in the attached explanation.

Those persons having prior or equal rights to appointment have renounced their rights to appointment or have received notice of these proceedings. Any required renuncements accompany this application. (§ 15-12-310, C.R.S.)

10. The nominee is to serve in unsupervised administration and without bond. Bond is not required by the will, nor has bond been demanded by an interested person. (§ § 15-12-603 and 605, C.R.S.)

11. The decedent was was not married at the time of death.

12. Listed below are the names and addresses of decedent's spouse, children, heirs and devisees, and the names and addresses of guardians or conservators of incapacitated or protected persons. (See instructions below.)

NAME (Include spouse, if any)	ADDRESS (or date of death)	AGE AND DATE OF BIRTH OF MINORS (or nature of disability)	INTEREST AND RELATIONSHIP (See Instructions)
John W. Pletcher, Jr.	1290 Cody Street Lakewood, Colorado 80215-4819	Adult	Husband, heir and personal representative-elect
Millicent Marie Leaming	14823 Dogwood Gardendale, Texas 79758	Adult	Daughter and heir
John Wesley Pletcher III	13608 Jarvi Drive Anchorage, Alaska 99515	Adult	Son and heir
Robert Huey Pletcher	4530 Saulsbury Street Wheat Ridge, Colorado 80033	Adult	Son and heir

APPLICANT REQUESTS that the will be admitted to informal probate; that the nominee be informally appointed as personal representative to serve without bond in unsupervised administration; and that Letters Testamentary be issued to the personal representative.

As the applicant and being sworn, I verify that the facts set forth in this statement are true to the best of my knowledge, information and belief.

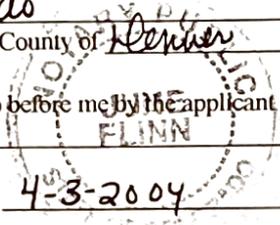

Signature of Attorney for Applicant Date
1-24-02

 1-28-02
Signature of Applicant (Type or print name, address and tele. # below) Date
John W. Pletcher, Jr.
1290 Cody Street
Lakewood, CO 80215-4819
303.237.0620

State of Colorado
City and County of Denver

Subscribed and sworn to before me by the applicant on
1-28-02

My commission expires 4-3-2004



June Flinn
Notary Public

INSTRUCTIONS FOR PARAGRAPH 12:
Include any statements of legal disability or other incapacity required by Rule 10, C.R.P.P.
List the names and dates of death of any deceased devisees. (See applicable antilapse statute, § 15-11-601 and 603, C.R.S.)
Where a listed person is an heir, detail the relationship to the decedent which creates heirship. Examples: son, daughter of pre-deceased son. (§ 15-11-101 to 114, C.R.S.)
Attach additional sheets if necessary.

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That C.R. Neal

of Denver County, State of Colorado for and in consideration of the sum of ten dollars 00/100 Dollars (\$ 10.00) cash in hand paid by Cornelius R. Neal Revocable Trust

hereinafter called Grantee _____, and other good and valuable consideration, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee _____ an undivided one percent (1%) interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Morgan County, State of Colorado to-wit:

TOWNSHIP 2, NORTH, RANGE 57 WEST:

Section 13: North one-half (N½)

of Section _____ Township _____ Range _____ containing _____ acres more or less together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom.

~~Said land being now under an oil and gas lease executed in favor of _____~~

_____, it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes _____ of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

It is understood and agreed that _____ of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee _____ and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided _____ of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee _____ owning _____ of all oil, gas and other minerals in and under said lands, together with _____ interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belong unto the said grantee _____ herein, his heirs and assigns forever; the Grantor does hereby bind him self, his heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee _____ herein, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

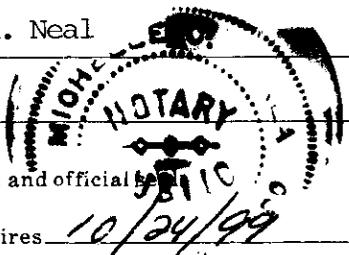
The Grantee herein shall have the right at any time to redeem for Grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

Witness my hand this 12th day of August, 19 97

C.R. Neal
C.R. Neal

STATE OF COLORADO, } ss. COLORADO ACKNOWLEDGMENT
County of Arapahoe

The foregoing instrument was acknowledged before me this 12th day of August 19 97, by C.R. Neal



WITNESS my hand and official seal _____
My commission expires 10/24/99
Michelle L. Spauld
Notary Public.

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That Millard I. & Frances F. Huey, hereinafter called Grantors, Millard I. Huey Trust & Frances F. Huey Trust, hereinafter called Grantees, witnessch:

of Morgan County, State of Colorado for and in consideration of the sum of TEN Dollars (\$ 10.00) cash in hand paid by

~~Millard I. Huey Trust & Frances F. Huey Trust~~ and other good and valuable consideration, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee S and undivided 3/4 interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Morgan County, State of Colorado to-wit:

Township 2N, Range 57W of the 6th P.M.

Section 14; All.
Section 23; S $\frac{1}{2}$.
Section 26; W $\frac{1}{2}$; SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 25; All.

Section 13; All.
Section 24; N $\frac{1}{2}$.
Section 35; All.

Township 2N, Range 56W of the 6th P.M.

Section 18; SW $\frac{1}{4}$.
Section 19; S $\frac{1}{2}$; NW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 20; S $\frac{1}{2}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 21; S $\frac{1}{2}$; NE $\frac{1}{4}$.
Section 15; SW $\frac{1}{4}$.
Section 22; W $\frac{1}{2}$.
Section 27; All
Section 28; All

Section 29; All
Section 31; All
Section 30; All
Section 32; W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{4}$.
Section 33; NE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 34; N $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 26; W $\frac{1}{2}$ E $\frac{1}{4}$; W $\frac{1}{2}$.

RECEPTION NO. 712768 RECORDED FEB 14 1989
3:06 O'CLOCK P.M. FAY A. JOHNSON, RECORDER

State Documentary Fee
Date FEB 14 1989
\$ EXEMPT

~~Section~~ Township 2 & 3N Range 56 & 57 containing 9160 acres more or less together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of NONE

it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

It is understood and agreed that ALL of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee S and in the event that the above described lease for any reason becomes cancelled or forfeited, then, and in that event an undivided 3/4 of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee owning 3/4 of all oil, gas and other minerals in and under said lands, together with 3/4 interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belong or to the said grantee herein, heirs and assigns forever; the Grantor S do hereby bind them selves heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee herein shall have the right at any time to redeem for Grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

Witness hand this 14th day of February, 1989

Millard I. Huey Frances F. Huey

STATE OF COLORADO,
County of Morgan

COLORADO ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 14th day of February

in 87, by MILLARD I. HUEY & FRANCES F. HUEY

WITNESS my hand and official seal.

My commission expires
ROBERT D. TUCKER
111 East Railroad Ave.
Fort Morgan, CO 80701
Notary Public: My Commission
expires 6/30/92

Robert D. Tucker
Notary Public.



759904 02/04/1997 11:36A B1005 P911 532
1 of 1 R 6.00 D 0.00 N 0.00 Morgan County

STATE OF COLORADO)
)
COUNTY OF MORGAN)

ss.

TRUST AFFIDAVIT

David J. Ohman, Trust Officer of the Farmers State Bank of Fort Morgan, and Bruce Huey, of lawful age deposes:

1. They are Trustees of the hereinafter named Trust and have authority to execute and record this Affidavit.

2. The Frances F. Huey Trust is the name of Trust which may acquire, convey, encumber, lease or otherwise deal with interests in real or personal property of whatsoever kind and wheresoever situated in said name.

3. The name and address of the Trustees who are represented by such names are:

Mr. David J. Ohman, Trust Officer, Farmers State Bank of Fort Morgan, P.O. Box 798, Fort Morgan, Colorado, 80701;

Mr. Bruce Huey, 615 E. Bijou Avenue, Fort Morgan, Colorado, 80701

4. Any of the above named Trustees may convey, encumber, lease or otherwise deal with any interest in property acquired and held in the name of said Trust; and,

5. This Affidavit is executed and recorded pursuant to the provisions of Title 38, Article 30, Section 166 of the Colorado Revised Statutes, 1973, as amended.

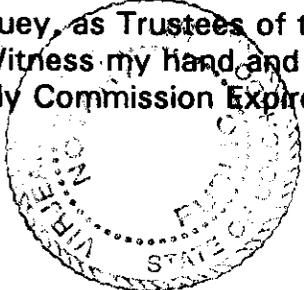
THE FRANCES F. HUEY TRUST

BY: David J. Ohman
David J. Ohman, Trust Officer
Farmers State Bank of Fort Morgan,
Trustee

Bruce Huey
Bruce Huey, Trustee

Subscribed and sworn to before me this 31st day of Dec, A.D., 1997, by David J. Ohman, Trust Officer of the Farmers State Bank of Fort Morgan, and by Bruce Huey, as Trustees of the Frances F. Huey Trust.

Witness my hand and official seal Expires 6-21-99
My Commission Expires: _____



David J. Ohman
Notary Public



759908 02/04/1997 11:49A B1005 P915 432
1 of 1 R 6.00 D 0.00 N 0.00 Morgan County

Recorder.

WARRANTY DEED

Grantor(s), **THE MILLARD I. HUEY TRUST and THE FRANCES F. HUEY TRUST**

whose address is **123 E. Kiowa Avenue, Fort Morgan**

*County of **Morgan**, State of

Colorado, for the consideration of
\$10.00 and other valuable considerations ~~delivered~~ in hand paid, hereby sell(s)

and convey(s) to **BRUCE HUEY, BETH FULLER, MAUD HUEY-KENYON, AND MARY K. LELEIWI, as tenants in common**
whose legal address is **615 E. Bijou Avenue, Fort Morgan**

County of **Morgan**, and State of **Colorado**

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

Colorado, to wit:

PARCEL I.: The West 140 feet of Lot 10 and the South 20 feet of the East 25 feet of Lot 10, and the South 30 feet of the West 140 feet of Lot 11, Block 9, Northside Addition to the City of Fort Morgan, Colorado, according to the recorded plat thereof, also known as 912 Maple Street, Fort Morgan, Colorado.

PARCEL II.: The North 30 feet of the East 25 feet of Lot 10, all of Lot 11, EXCEPT the South 30 feet of the West 140 feet, all of Lots 12 and 13, and the South 3.5 feet of the West 102 feet of the N½ of Lot 14, Block 9, Northside Addition to the City of Fort Morgan, Colorado, according to the recorded plat thereof, also known as 916 Maple Street, Fort Morgan, Colorado.

PARCEL III.: The East 80 feet of Lots 17, 18 and 19, Block 1, Thompson's Addition to the City of Fort Morgan, Colorado, and the East 65 feet of Lot 20, and the South 4 feet of the East 65 feet of Lot 21, Block 1, Thompson's Addition, per the revised plat, to the City of Fort Morgan, Colorado, according to the recorded plat thereof, also known as 615 E. Bijou Avenue, Fort Morgan, Colorado.

also known by street and number as:

assessor's schedule or parcel number:

with all its appurtenances, and warrant(s) the title to the same, subject to **exceptions and reservations as are contained in the original United States Patent; easements and rights of way of record, if any there be; taxes and special assessments for the year 1997 and subsequent years.**

Signed this _____ day of _____, 19

THE MILLARD I. HUEY TRUST

THE FRANCES F. HUEY TRUST

BY: David J. Ohman
David J. Ohman, Trust Officer
Farmers State Bank of Fort Morgan,
Trustee

BY: David J. Ohman
David J. Ohman, Trust Officer
Farmers State Bank of Fort Morgan,
Trustee

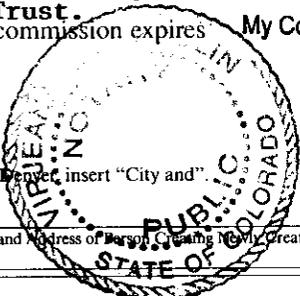
Bruce Huey
Bruce Huey, STATE OF COLORADO,
Trustee

Bruce Huey
Bruce Huey, Trustee

County of **MORGAN** } ss.

The foregoing instrument was acknowledged before me this 31st day of Jan., 1997, by **David J. Ohman, Trust Officer of the Farmers State Bank of Fort Morgan and by Bruce Huey, as Trustees of the Millard I. Huey Trust and the Frances F. Huey Trust.**

My commission expires _____ My Commission Expires **6-21-99** Witness my hand and official seal.



W. J. Shadler
Notary Public

*If in blank, insert "City and"

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



KNOW ALL MEN BY THESE PRESENTS: BOOK 796 PAGE 796

THAT I, We, Millard I. Huey and Frances F. Huey as Trustees of the Millard I. Huey Trust; Frances F. Huey and Millard I. Huey as Trustees of the Frances F. Huey Trust; and Millard I. Huey and Frances F. Huey as General Partners of Huey Ranch Co., a Colorado Limited Partnership

, herein called the grantor whether one or more,

in consideration of One Dollar and Issuance of Capital Stock received from grantee, do hereby grant, bargain, sell, convey and confirm unto

State Document Fee
Date SEP 21 1979
\$ Exempt

Huey Ranch Company, a Colorado corporation

herein called the grantee whether one or more, the following described real property in

Morgan County Colorado

All of the interest of Huey Ranch Co., a Colorado Limited Partnership in and to the real estate hereinafter described on Exhibit A, and herein incorporated by reference.

RECEPTION NO. 635964 RECORDED SEP 21 1979
8:50 O'CLOCK M. CLIFFORD D. GARVER, JR., RECORDER

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance

Subject to encumbrances and mineral reservations of record.

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated September 20th, 1979

Millard I. Huey
Millard I. Huey

Frances F. Huey
Frances F. Huey

STATE OF Nebraska, County of Dundy

Before me, a notary public qualified for said county, personally came Millard I. Huey and Frances F. Huey to me known to be the General Partners of Huey Ranch Co., a Colorado Limited Partnership

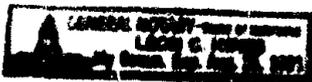
known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on

September 20th, 1979

[Signature]

Notary Public



My commission expires _____ 19__

Recorded in abstract index and filed for record in the Register of Deeds Office of said County the

at _____ o'clock and _____ minutes of _____ M. at page _____

Reg. of Deeds

By

[Signature]

Schedule A

forming and being a part of the Warranty Deed of September 20th, 1979, from Huey Ranch Co., a Colorado Limited Partnership to Huey Ranch Company, a Colorado corporation.

The following real property, but not including any mineral interests in such property:

1. All of Section 27, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
2. All of Section 28, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
3. All of Section 29, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
4. All of Section 30, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
5. All of Section 31, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
6. All of Section 13, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
7. All of Section 14, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
8. All of Section 25, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
9. All of Section 35, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
10. The southwest quarter of Section 15, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
11. The southwest quarter of Section 18, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
12. The west half, the southeast quarter and the south half of the northeast quarter of Section 19, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.

13. The south half, the south half of the northwest quarter, and the southwest quarter of the northeast quarter of Section 20, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
14. The east half and the southwest quarter of Section 21, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
15. The west half of Section 22, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
16. The west half, the west half of the northeast quarter and the west half of the southeast quarter of Section 26, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
17. The west half of the east half and the west half of Section 32, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
18. The northeast quarter of the northwest quarter, the north half of the northeast quarter, and the southeast quarter of the northeast quarter of Section 33, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
19. The north half of the northwest quarter and the northwest quarter of the northeast quarter of Section 34, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
20. The east half of Section 11, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
21. The south half of Section 23, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
22. The north half of section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
23. The south half of Section 24, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
24. The north half of the northeast quarter of Section 26, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.

25. The west half, the south half of the northeast quarter, and the southeast quarter of Section 26, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
26. The northwest quarter of Section 21, Township 2N, Range 56 W of the 6th P.M., County of Morgan, State of Colorado.
27. The southeast quarter of the northeast quarter of Section 20, Township 2N, Range 56 W of the 6th P.M., County of Morgan, State of Colorado.
28. All of Section 1, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
29. All of Section 36, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
30. The east half of Section 2, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
31. The east one-half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
32. The west one-half of Section 12, Township 2N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.
33. The west half of Section 6, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
34. The west half of Section 7, Township 2N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
35. The west half of Section 30, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
36. The west half of Section 31, Township 3N, Range 56W of the 6th P.M., County of Morgan, State of Colorado.
37. The southeast quarter of Section 35, Township 3N, Range 57W of the 6th P.M., County of Morgan, State of Colorado.

Recorded at _____ o'clock _____ M.,

Reception No. _____

Recorder.

THIS DEED, Made this 2nd day of October, 19 75,
between MILLARD I. HUEY, a married man,

BOOK 754 PAGE 899

of the _____ County of Morgan and State of Colorado,
of the first part, and HUEY RANCH CO., a limited
partnership, organized and existing under
the laws of the State of Colorado

State Documentary Fee
Date OCT 16 1975
\$ Exempt

of the _____ County of Morgan and State of Colorado, of the second part:

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of
Ten Dollars and other good and valuable consideration--- DOLLARS,

to the said part Y of the first part, part in hand paid by the said part Y of the second part, the receipt whereof is
hereby confessed and acknowledged, the said part Y granted, bargained, sold and conveyed, and by these presents do ES
grant, bargain, sell, convey and confirm unto the said part Y of the second part, its successors
heirs and assigns forever, all the following described lot, or parcel S of land, situate, lying and being in the
County of Morgan and State of Colorado, to-wit:

All of Sections 27, 28, 29, 30 and 31; the southwest quarter of Section 15; the southwest quarter of Section 18; the west half, the southwest quarter and the south half of the northeast quarter of Section 19; the south half, the south half of the northwest quarter and the southwest quarter of the northeast quarter of Section 20; the east half, and the southwest quarter of Section 21; the west half of Section 22; the west half, the west half of the northeast quarter and the west half of the southeast quarter of Section 26; the west half of the east half and the west half of Section 32; the northeast quarter of the northwest quarter, the north half of the northeast quarter and the southeast quarter of the northeast quarter of Section 33; the north half of the northwest quarter and the northwest quarter of the northeast quarter of Section 34, Township 2N, Range 56W of the 6th P.M.; and

All of Sections 13, 14, 24, 25 and 35; the east half of Section 11; the south half of Section 23; the north half of the northeast quarter of Section 26 and the west half, the south half of the northeast quarter and the southeast quarter of Section 26, Township 2N, Range 57W, of the 6th P.M.;

Reserving, however, to the grantor, his heirs, executors, administrators and assigns all oil, gas and other mineral interests.

TOGETHER with all and 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 said part Y of the first 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 part y of the second part, its heirs and assigns forever. And the said part y of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said part y of the second part, its heirs and assigns, that at the time of the enclosing and delivery of these presents he is well seized of the premises above conveyed, as of 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 and encumbrances of whatever kind or nature soever. except 1975 general taxes, all easements, rights of way, reservations and restrictions of record.

and the above bargained premises in the quiet and peaceable possession of the said part y of the second part, its heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part y of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and Delivered in the Presence of

Frances F. Huey, spouse of the grantor, hereby consents to the foregoing transfer.

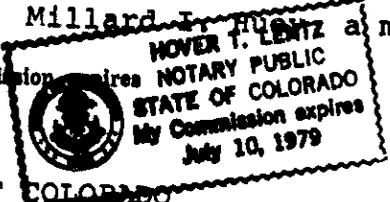
Millard I. Huey [SEAL]
Frances F. Huey [SEAL]

STATE OF COLORADO,

CITY & County of Denver

The foregoing instrument was acknowledged before me this 2nd day of October 1975 by Millard I. Huey a married man.

My commission expires July 10, 1979. Witness my hand and official seal.

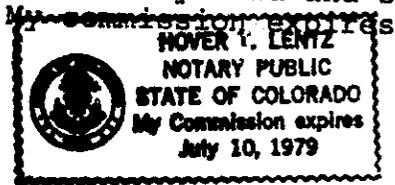


STATE OF COLORADO

CITY & COUNTY OF DENVER

The consent to the foregoing conveyance was acknowledged before me this 2nd day of October, 1975, by Frances F. Huey, spouse of the grantor.

WITNESS my hand and official seal.



[SEAL]

Notary Public

INDEXED

No. 598517

WARRANTY DEED

Millard I. & Frances F. Huey TO Huey Ranch Co.

STATE OF COLORADO, County of Morgan

I hereby certify that this instrument was filed for record in my office this OCT 16 1975 day of

at 7:57 o'clock A.M., and duly recorded in Book 754, Page 899

Film No. Reception No. Clifford D. Garver, Jr. Recorder.

By Fred Litheran Deputy.

Fees, \$ 4.00

call to: Hoover T. Lentz or return to 2900 Lincoln Center Bldg. Denver, Colo. 80203

and future tax statements to: Millard I. Huey 15-East Bijou Ave. Fort Morgan, Colo. 80701

RECEPTION NO. 574390 RECORDED AUG 10 1972
O'CLOCK A. M. CLIFFORD D. GARVER, JR., RECORDER

EX-279

Filed in the District Court

LAST WILL AND TESTAMENT OF
GEORGE E. HUEY

Sept 16 1968
Esther Cassin Sorafine
CLERK

I, George E. Huey, of Yuma, Yuma County, Colorado, being of sound mind and disposing memory, do hereby make, publish and declare this to be my last Will and Testament, hereby revoking any and all wills by me made at any time:

I.

I direct that my Executor hereinafter named shall pay my just debts, funeral expenses, costs of administration of my estate, and all death and succession taxes out of my personal property as soon after my death as conveniently may be.

II.

I herewith state that my beloved wife, Grace I. Huey, and I have recently made a division of some of our real and personal property in order that the records of the various counties and banks should properly show its ownership; I further state that such division was not gratuitous or in any manner a gift for the reason that my said wife furnished more than half of the consideration for the purchase of our initial investments that we acquired after our marriage with funds from the sale of her own real estate and savings from her wages.

In the light of this situation, I herewith give, devise and bequeath unto my beloved wife, Grace I. Huey, to be hers absolutely and forever, a quantity of money, in cash, to be computed as follows:

the value as appraised in my estate of my undivided one-half interest in real estate, of which she owns the other undivided one half interest, plus

the value as appraised in my estate of my undivided one half-interest in certain savings accounts, plus

this sufficient quantity of money in cash which shall make the sum of these three items equal in value to one-half of my estate for Federal Estate Tax purposes.

In making this devise and bequest, I am intending to take the full advantage of the marital deduction as allowed by the laws regarding the Federal Estate Tax in force at the time of my death, and all questions with regard hereto shall be resolved in that manner.

III.

To my beloved son, Millard I. Huey, I give, devise and bequeath, to be his absolutely and forever, all of my real estate in Morgan County, Colorado, that being an undivided one-half interest therein.

IV.

To my beloved daughters, Millicent B. Huey Fletcher and Georgia L. Huey Seward, as tenants in common, an undivided one-half interest to each, I give, devise and bequeath, to be theirs absolutely and forever, all of my real estate in Yuma County, Colorado, and Dundy County, Nebraska, that being an undivided one-half interest therein.

V.

In the event that any of my said children hereinabove named shall predecease me, I direct that their issue shall take the share of my deceased child.

GEH
ESH
MSH

VI.

All the rest, residue and remainder of my property, of whatsoever nature and wheresoever situated, I give, devise and bequeath to Millard I. Huey, Millicent B. Huey Fletcher and Georgia E. Huey Seward, share and share alike.

VII.

I herewith appoint my son Millard I. Huey to be the executor of this, my last Will and Testament, and direct that he may be allowed to serve as said executor without the giving of bond.

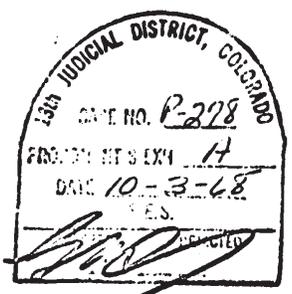
IN WITNESS WHEREOF I have hereunto set my hand this 9th day of June, 1956, at Benkelman, Nebraska.

George E. Huey

We whose names are hereto subscribed do hereby certify that George E. Huey, the testator, subscribed his name to this instrument in our presence and in the presence of each of us, and declared at the same time in our presence and hearing, that this instrument, consisting of two typewritten pages, was his last Will and Testament, and we at his request have signed our names hereto in his presence as attesting witnesses.

Leon E. Hines
_____ Benkelman, Nebraska

Wm. Herring
_____ Benkelman, Nebraska



DISTRICT COURT OF YUMA COUNTY, COLORADO.

Aug. 4, 1972

Certified to be a true, true and correct copy of the original in my custody.

JOAN M. KNAPTON, Clerk of the District Court

By *Joan M. Knapton*

Deputy Clerk

FORM 17

STATE OF COLORADO
DEPARTMENT OF LAW
INHERITANCE TAX DIVISION

RELEASE OF INHERITANCE TAX LIEN

Estate of GRACE I. HUEY
Date of Death MAY 29, 1965
Gross Estate \$ 271,465.00

It appearing to the attorney general that it is not necessary to preserve the lien granted by the Colorado inheritance tax law against the hereinafter described real estate, in which the above named decedent had an interest, by virtue of the authority vested in me under the provisions of Sec. 138-4-61, CRS., 1953, I do hereby forever release and discharge the inheritance tax lien against the following described real estate, to-wit:

MORGAN COUNTY, COLORADO

7. An undivided one-half interest in rangeland and improvements described below consisting of 10,640 acres, more or less:

All of Section 28, Township 2 North, Range 56 West of the 6th P.M.

All of Section 29, Township 2 North, Range 56 West of the 6th P.M.

All of Section 30, Township 2 North, Range 56 West of the 6th P.M.

All of Section 31, Township 2 North, Range 56 West of the 6th P.M.

West Half East Half and West Half Section 32, Township 2 North, Range 56 West of the 6th P.M.

Northeast Quarter Northwest Quarter, North Half Northeast Quarter, and Southeast Quarter Northeast Quarter, Section 33, Township 2 North, Range 56 West of the 6th P.M.

All of Section 13, Township 2 North, Range 57 West of the 6th P.M.

All of Section 14, Township 2 North, Range 57 West of the 6th P.M.

South Half of Section 23, Township 2 North, Range 57 West of the 6th P.M.

North Half of Section 24, Township 2 North, Range 57 West of the 6th P.M.

South Half of Section 24, Township 2 North, Range 57 West of the 6th P.M.

All of Section 25, Township 2 North, Range 57 West of the 6th P.M.

West Half, South Half Northeast Quarter and Southeast Quarter, Section 26, Township 2 North, Range 57 West of the 6th P.M.

All of Section 35, Township 2 North, Range 57 West of the 6th P.M.

West Half, West Half Northeast Quarter and West Half Southeast Quarter, Section 26, Township 2 North, Range 56 West of the 6th P.M.

All of Section 27, Township 2 North, Range 56 West of the 6th P.M.

North Half Northwest Quarter and Northwest Quarter Northeast Quarter, Section 34, Township 2 North, Range 56 West of the 6th P.M.

Paul Fisher

Southwest Quarter Section 15, Township 2 North, Range 56 West of the 6th P.M.

Southwest Quarter Section 18, Township 2 North, Range 56 West of the 6th P.M.

West Half, Southeast Quarter and South Half Northeast Quarter, Section 19, Township 2 North, Range 56 West of the 6th P.M.

South Half, South Half Northwest Quarter, and Southwest Quarter Northeast Quarter, Section 20, Township 2 North, Range 56 West of the 6th P.M.

East Half and Southwest Quarter of Section 21, Township 2 North, Range 56 West of the 6th P.M.

West Half of Section 22, Township 2 North, Range 56 West of the 6th P.M.

The above lands are fenced and cross fenced with four strand barbed wire one post every rod for a total of 45 miles. Appraised Value is \$200.00 per mile, total value \$9,000.00

In addition to the fencing described above, this ranch is also improved by 13 windmills having an appraised value of \$400.00 each and ranch house, barns, bins and corrals worth \$18,000.00.

Total value of Improvements, including fencing =	\$32,200.00
Land value 10,640 acres x \$24.4739	260,400.00
	\$292,600.00

Decedent's interest in the above:	
Improvements	\$16,100.00
Land @ \$24.47368 per acre	130,200.00
Total	\$146,300.00

Record owners of this item 7 are the decedent and her husband, George E. Huey. Warranty Deed recorded on the records of Morgan County, Colorado, in Book 575 at Page 84, June 9, 1956.

The said property is specifically devised to the Testatrix's Son, Millard I. Huey.

Decedent's interest \$146,300.00

- 8. Royalty or division interest of .007176 pertaining to the above land. Said interest has yielded an average annual income of \$2003.00 to Grace I. Huey from 1955 thru 1964 inclusive. The oil bearing sands are shallow and have shown steady decline in production for past five years. Wells may be productive two more years or have a present worth of \$2003.00 x 2 or \$4,006.00

Record owner as of decedent's date of death appeared as George E. Huey only. However, since the Warranty Deed, recorded 6-9-56, covering the conveyance of surface rights to Grace I. Huey did not except minerals, it is the opinion of counsel that title to said minerals should follow the surface rights to the extent that said minerals were owned by grantor on date of recording. It follows then that such minerals, being an interest in real property, are included in the specific devise of real estate situated in Morgan County, Colorado, to Millard I. Huey, son of the decedent.

Dated at Denver, Colorado,

DUNE W. DUNBAR,
Attorney General of Colorado.

..... May 27, 1966

By Neil Tasher
NEIL TASHER,
Assistant Attorney General.

Note—This release must be recorded in the office of the clerk and recorder of the county in which the property is situate.

KNOW ALL MEN BY THESE PRESENTS:

THAT

George E. Huey and Grace I. Huey, husband and wife of
Yuma, Yuma County, Colorado, each in his and her own right
and as the spouse of the other

of the County of _____, State of _____ for and in consideration of the
sum of **One Dollar, love and affection** DOLLARS
in hand paid do hereby grant, bargain, sell, convey and confirm unto

**George E. Huey and Grace I. Huey as tenants in common,
and undivided one-half interest to each**

of the County of _____ **Yuma**, State of **Colorado** the following described real estate
situated in _____ in **Morgan** County, State of **Colorado** to-wit:

West Half, West Half of Northeast Quarter, West Half of Southeast Quarter
of Section Twenty-six; All of Section Twenty-seven; North Half of North-
west Quarter and Northwest Quarter of Northeast Quarter of Section Thirty-
four; Southwest Quarter of Section Fifteen; Southwest Quarter of Section
Eighteen; West Half, Southeast Quarter and South Half of Northeast Quarter
of Section Nineteen; South Half, South Half of Northwest Quarter and
Southwest Quarter of Northeast Quarter of Section Twenty; East Half and
Southwest Quarter of Section Twenty-one; West Half of Section Twenty-two;
All of Section Twenty-eight; All of Section Twenty-nine; All of Section
Thirty; All of Section Thirty-one; West Half of East Half and West Half
of Section Thirty-two; Northeast Quarter of Northwest Quarter, North Half
of Northeast Quarter and Southeast Quarter of Northeast Quarter of
Section Thirty-three; all in Township Two, North, Range Fifty-six, West
of the 6th P.M.

All of Section Thirteen; All of Section Fourteen; South Half of Section
Twenty-three; All of Section Twenty-four; All of Section Twenty-five;
West Half, South Half of Northeast Quarter and Southeast Quarter of
Section Twenty-six; All of Section Thirty-five; all in Township Two,
North, Range Fifty-seven, West of the 6th P.M.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and
appurtenances therunto belonging, unto the said

**George E. Huey and Grace I. Huey as tenants in common, an
undivided one-half interest to each and to their** heirs and assigns forever.
And grantor s do hereby covenant with the said Grantee s and with **their heirs and assigns, that they are**
lawfully seized of said premises; that they are free from encumbrance

no exception

that **they** have good right and lawful authority to sell the same; and grantor s do hereby covenant to warrant and
defend the title to said premises against the lawful claims of all persons whomsoever.

And the said **Grace I. Huey** hereby relinquishes all

her right, title and interest in and to the above described premises.

Signed this **6** day of **June**

In Presence of

19. 86
George E. Huey
Grace I. Huey

STATE OF Colorado }
Yuma County } ss.

BOOK 575 PAGE 85

On this 6 day of June, 1956, before

me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came George E. Huey and Grace I. Huey

to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be, his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

[Signature] Notary Public.

My commission expires the 2 day of March, 1957.



STATE OF }
..... County } ss.

On this day of, 19....., before

me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came

to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be, his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

..... Notary Public.

My commission expires the day of, 19.....

424543

Indexed
General

WARRANTY DEED

George E. Huey & Grace I. Huey

TO
George E. & Grace I. Huey

STATE OF Colo }
Yuma County } ss.

Entered in Nautical Index and filed for record in the office of the Register of Deeds of said County, the JUN 9 1956 day of JUN, 1956

at 5 o'clock and minutes A.M., and duly recorded in Book 575 of Deeds on page 84

A. K. Carruth

Register of Deeds.

[Signature] Deputy.

[Signature]

[Signature]

The Eastern General Supply House, Lincoln, Neb.

OIL AND GAS MINERAL DEED BOOK 520 PAGE 387

THIS DEED, made this 29th day of October, A. D. 1933.

between GEORGE E. HUEY

whose address is YUMA, COLORADO hereinafter

called the grantor and MILLCENT HUEY PLETCHER

whose address is DENVER, COLORADO hereinafter
called the grantees, WITNESSETH:

That grantor, for and in consideration of the sum of (Ten) and other consideration, Dollars in hand paid, receipt whereof is acknowledged, and other good and valuable considerations, does, by these presents, grant, bargain, sell, convey and deliver unto the grantees an undivided 1/8 interest in and to all the oil, gas, casinghead gas, casinghead gasoline or any of them in and under and that may be produced from the following described lands, situate in the County of MORGAN and State of COLORADO, to wit:

Township 2N. Range 57W. of the 6th P. M.

Section 14; All
Section 15; All
Section 23; S $\frac{1}{2}$
Section 24; N $\frac{1}{2}$
Section 26; W $\frac{1}{2}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 25; All
Section 35; All

Township 2N. Range 56W. of the 6th P. M.

Section 18; SW $\frac{1}{4}$.	Section 30; All
Section 19; S $\frac{1}{2}$; NW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$.	Section 31; All
Section 20; S $\frac{1}{2}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$.	Section 32; W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$.
Section 21; S $\frac{1}{2}$; NE $\frac{1}{4}$.	Section 33; NE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 15; SW $\frac{1}{4}$.	Section 34; NW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ E $\frac{1}{2}$.
Section 22; W $\frac{1}{2}$.	
Section 26; W $\frac{1}{2}$ E $\frac{1}{2}$; W $\frac{1}{2}$.	
Section 27; All	
Section 28; All	
Section 29; All.	

TO HAVE AND TO HOLD said described property and rights therein unto the said grantees, as a tenant in common of the grantor of the rights hereby granted, and to the heirs, successors and assigns of grantees forever.

It is understood that this sale and conveyance is made subject to the following described oil and gas lease.

H. L. HUNT, DALLAS, TEXAS

but covers and includes the above named fractional interest in and to all royalties, rentals, payments for deferring operations and all other benefits and emoluments to become due on said ** land under the terms of the said lease. The grantor hereby grants unto the grantees the right, at any time after the termination of said lease and during the term of this grant, to enter upon said land and to reconnoiter, explore, drill and develop the same for the above named minerals and to produce the above described minerals, if and when discovered, as a tenant in common of the grantor.

The grantor hereby warrants and agrees to defend the title to the rights herein conveyed and covenants that same are free and clear from any and all liens or encumbrances of any nature whatsoever, except the said oil and gas lease and except as follows:

The grantor hereby releases and waives all rights of homestead and dower.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

WITNESS (Wyoming and Nebraska)

George E. Huey
NOV 20 1933

RECEPTION NO. 391919 RECORDED
10⁰⁰ O'CLOCK A M. LOYAL C. BAKER, RECORDER

ACKNOWLEDGMENT

STATE OF Colorado }
COUNTY OF Morgan } ss.

I, _____ a Notary Public in and for said Morgan County,

in the State aforesaid, do hereby certify that on this 18th day of November, 1933.

George E. Huey

who I personally known to me to be the person described in, whose name I subscribed to, and who executed, the within and foregoing instrument, personally appeared before me and duly acknowledged that he signed, sealed, executed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Witness my hand and notarial seal the day and year in this certificate last above written.

My commission expires AUG. 31, 1934

Albert L. Gardner
Notary Public

In and for the State of Colorado
Residing at Orwell, CO

* Erase for all states except Wyoming.

** To convey royalty under a community lease substitute the word "any" for "said".

602X

520 PAGE 276 OIL AND GAS MINERAL DEED

THIS DEED, made this 7th day of September A. D. 1955
between GEORGE E. HUEY.

whose address is YUMA, COLORADO hereinafter
called the grantor and ROBERT L. SEWARD and GEORGIA LOU SEWARD, husband and wife.
whose address is YUMA, COLORADO hereinafter
called the grantees, WITNESSETH:

That grantor, for and in consideration of the sum of (Ten) \$10 Dollars
in hand paid, receipt whereof is acknowledged, and other good and valuable considerations, does, by these presents, grant,
bargain, sell, convey and deliver unto the grantees an undivided 1/8 interest in and to all the oil,
gas, casinghead gas, casinghead gasoline or any of them in and under and that may be produced from the following de-
scribed lands, situate in the County of Morgan and State of Colorado to wit:

Township 2N. Range 57W. of the 6th P. M.
Section 14; All
Section 13; All
Section 23; S $\frac{1}{2}$
Section 24; N $\frac{1}{2}$
Section 26; W $\frac{1}{2}$; SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 25; All
Section 35; All

Township 2N. Range 56W. of the 6th P. M.
Section 12; SW $\frac{1}{4}$. Section 30; All.
Section 13; S $\frac{1}{2}$; NW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$. Section 31; All.
Section 20; S $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{2}$. Section 32; W $\frac{1}{2}$; W $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 21; S $\frac{1}{2}$; NE $\frac{1}{4}$. Section 33; N $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{2}$; SE $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 15; SW $\frac{1}{4}$. Section 34; N $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{2}$.
Section 22; S $\frac{1}{2}$.
Section 23; W $\frac{1}{2}$; W $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 27; All
Section 28; All
Section 29; All.

TO HAVE AND TO HOLD said described property and rights therein unto the said grantees, as a tenant in common
of the grantor of the rights hereby granted, and to the heirs, successors and assigns of grantees forever.

It is understood that this sale and conveyance is made subject to the following described oil and gas lease.
H. L. RUBE, DALLAS, TEXAS.

but covers and includes the above named fractional interest in and to all royalties, rentals, payments for deferring opera-
tions and all other benefits and emoluments to become due on said ** land under the terms of the said lease. The grantor
hereby grants unto the grantees the right, at any time after the termination of said lease and during the term of this grant,
to enter upon said land and to reconnoiter, explore, drill and develop the same for the above named minerals and to pro-
duce the above described minerals, if and when discovered, as a tenant in common of the grantor.

The grantor hereby warrants and agrees to defend the title to the rights herein conveyed and covenants that same
are free and clear from any and all liens or encumbrances of any nature whatsoever, except the said oil and gas lease and
except as follows:

The grantor hereby releases and waives all rights of homestead and dower.
IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.
WITNESS (Wyoming and Nebraska)

George E. Huey

ACKNOWLEDGMENT

STATE OF Colorado RECEPTION NO. 39015 RECORDED SEP 17 1953
COUNTY OF Morgan } at 9:15 O'CLOCK A. M. LOYAL C. BAKER, RECORDER
I, Albert L. Garber a Notary Public in and for said Morgan County,
in the State aforesaid, do hereby certify that on this 15th day of September 1953

who is personally known to me to be the person described in, whose name is subscribed to, and who
executed, the within and foregoing instrument, personally appeared before me and duly acknowledged that he
signed, sealed, executed and delivered the said instrument of writing as his free and voluntary act and deed
for the uses and purposes therein set forth, * including the release and waiver of the right of homestead, the said wife
having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Witness my hand and notarial seal the day and year in this certificate last above written.
My commission expires Aug 17 - 1956 Albert L. Garber
Notary Public.

In and for the State of Colorado
Residing at Bush

* Erase for all states except Wyoming.
** To convey royalty under a community lease substitute the word "any" for "said".



jPOD Portfolio

D632009PR22
2 Documents



APPROVED

The moving party is hereby ORDERED to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Michael K. Singer
District Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

District Court, Yuma County, Colorado

Court Address:
310 Ash Street
Wray, Colorado 80758

EFILED Document
DATE FILED: November 18, 2011 10:32 AM
CO Yuma County District Court 13th JD
Filing Date: Nov 18 2011 8:32AM MST
Filing ID: 40959309
Case Number: 2009PR22
Review Clerk: Myra J Clemons

▲ COURT USE ONLY ▲

IN THE MATTER OF THE ESTATE OF:

Georgia Lou Seward, aka Georgia L. Seward, aka Georgia L. Huey Seward,

Deceased

Case Number: 09 PR 22

Division

Courtroom

ORDER ADOPTING STIPULATION

The Court, having read the Motion to Adopt Stipulation filed by the Personal Representative, and the Stipulation filed therewith, with no objections thereto being filed by the parties, hereby FINDS:

That the Contest or Controversy presented therein is genuine, and pursued in good faith; and that the parties to the proposed stipulation are all the persons having beneficial interests which will be affected by the compromise.

The Court therefore ORDERS:

1. That the disclaimer executed by Robert L. Seward on February 8, 2010, is hereby found to be void and of no effect.
2. That the property affected by said disclaimer shall be distributed by the Personal Representative to Robert L. Seward, as surviving spouse of the Decedent.

Dated this _____ day of _____, 2011

By the Court

District Judge

This document constitutes a ruling of the court and should be treated as such.

Court: CO Yuma County District Court 13th JD

Judge: Michael K Singer

File & Serve

Transaction ID: 40957152

Current Date: Nov 18, 2011

Case Number: 2009PR22

Case Name: In the matter of: SEWARD, GEORGIA LOU

Court Authorizer: Michael K Singer

/s/ Judge Michael K Singer

District Court, Yuma County, Colorado Court Address: 310 Ash Street Wray, Colorado 80758	FILED Document DATE FILED: November 17, 2011 7:26 PM CO Yuma County District Court 13th JD Filing Date: Nov 17 2011 5:26PM MST Filing ID: 40957152
IN THE MATTER OF THE ESTATE OF: Georgia Lou Seward, aka Georgia L. Seward, aka Georgia L. Huey Seward, Deceased	Case Number: 2009PR22 Review Clerk: Michael K Singer ▲ ▲ COURT USE ONLY
Attorney or Party Without Attorney: Margaret G. Fix Seboldt P. O. Box 361 Wray, Colorado 80758 Phone Number: (970) 332-4861 E-mail: FAX Number: (970) 332-4040 Atty. Reg. #: 26538	Case Number: 09 PR 22 Division Courtroom
STIPULATION TO VOID PRIOR DISCLAIMER	

The undersigned, being all the heirs of Georgia Lou Seward, aka Georgia L. Seward, aka Georgia L. Huey Seward, deceased (the "Decedent"), and the Personal Representative of the Decedent's Estate, agree as follows:

RECITALS

1. At the time of her death, the Decedent owned an interest in real property located in Dundy County, Nebraska and in Yuma County, Colorado described on Exhibit A attached hereto and incorporated herein by reference.
2. On or about February 8, 2010, the Decedent's surviving spouse, Robert L. Seward, executed an instrument purporting to disclaim his interest as an heir under the rules of intestate succession in and to said property, pursuant to C.R.S. 15-11-801.
3. On or about February 8, 2010, the Decedent's son, George L. Seward, also disclaimed his interest as an heir under the rules of intestate succession in and to said property. Both disclaimers were filed with this court on February 10, 2010.
4. Robert L. Seward is Georgia Lou Seward's surviving spouse. They have two living children: George L. Seward and Karen Seward. George L. Seward has three children, all living: Peter Seward, Lindsey Galles and Kelly Seward. There are no other persons who are heirs to the Decedent under the rules of intestate succession.
5. At the time of signing the disclaimer, Robert L. Seward had recently been released from the hospital and, although he was informed of the consequences of the disclaimer at a meeting held prior to signing, has since indicated that he did not understand how the disclaimer would

affect his interest in his late wife's estate, and that if he had understood its effect he would not have executed the disclaimer.

6. Absent this agreement, the disclaimed property would devolve as follows: one-half to Karen Seward, and one-half to George L. Seward's three children, Peter Seward, Lindsey Galles and Kelly Seward, all of whom are adults and are also signatories to this agreement.

The parties hereto therefore agree as follows:

AGREEMENT

- A. We agree that this agreement will operate to promote family harmony and good feeling, and is therefore just and reasonable.
- B. We believe that Robert L. Seward's contest of his disclaimer is genuine and pursued in good faith.
- C. We agree that the disclaimer executed by Robert L. Seward on February 8, 2010, and filed in this proceeding on February 10, 2010, should be considered void, and of no effect.
- D. We agree that the Decedent's interest in the property described in Exhibit A should be conveyed to Robert L. Seward by the Personal Representative.
- E. We waive notice of hearing in any proceeding scheduled to obtain court approval of this agreement pursuant to C.R.S. 15-12-1102.

Robert L. Seward
Robert L. Seward

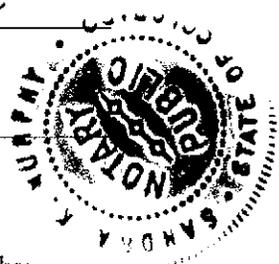
Karen Seward
Karen Seward

George L. Seward
George L. Seward

Peter Seward
Peter Seward

Lindsey Galles
Lindsey Galles

Kelly Seward
Kelly Seward



The foregoing instrument was acknowledged before me this 7th day of ^{November} ~~August~~, 2011 by Robert L. Seward, Karen Seward, George L. Seward, Peter Seward, Lindsey Galles and Kelly Seward.

Witness my hand and official seal.

My commission expires: 5/18/12

Sandra K. Murphy
Notary Public

EXHIBIT A

All of the decedent's interest in and to the following real property

LANDS IN YUMA COUNTY, COLORADO

TOWNSHIP 2 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 16: ALL, EXCEPT the following tracts:

Tract conveyed to Robert L. Seward and Georgia L. Seward, as joint tenants, in deed recorded July 5, 1963 in Book 419 at Page 504, Yuma County, Colorado records;

Tract conveyed to Terry Kuecke and Karen Kuecke in deed recorded April 14, 1982 in Book 583 at Page 114, Yuma County, Colorado records

Tract conveyed to Brett A. Datteri and Stacie L. Datteri in deed recorded January 15, 1999 as Reception #493186, Yuma County, Colorado records

Tract conveyed to Forrest J. Lutz and Ruth A. Lutz in deed recorded April 5, 1963 in Book 418 at Page 230, Yuma County, Colorado records;

Tract conveyed to Mid-West Cable Television, Inc. in deed recorded December 9, 1976 in Book 508 at Page 567, Yuma County, Colorado records;

With all water and water rights, wells and well rights owned by decedent and appurtenant to said lands, including but not limited to Colorado irrigation well permits 16839-FP, 16198-FP, 16916-FP and 16917-FP

ORIGINAL TOWN OF YUMA, COLORADO

BLOCK 6: LOT 8;

ELMER S. PRATHER'S ADDITION TO THE TOWN OF YUMA, COLORADO

BLOCK 4: LOT 6;

LAND IN DUNDY COUNTY, NEBRASKA

TOWNSHIP 2 NORTH, RANGE 41 WEST OF THE 6TH P.M.

SECTION 15: ALL;

SECTION 20 E $\frac{1}{2}$

SECTION 21: NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 22: N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 27: N $\frac{1}{2}$ NW $\frac{1}{4}$

SECTION 29: N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

With all water and water rights, wells and well rights owned by decedent and appurtenant to said lands, including but not limited to Nebraska irrigation well permits G-047450 and G-047446

District Court Yuma County, Colorado Court Address: 310 Ash Street, Wray, CO 80758	
In the Matter of the Estate of: Robert Lee Seward, aka Robert L. Seward, aka Robert Seward, aka Bob Seward Deceased	DATE FILED: January 14, 2020 COURT USE ONLY Case Number: 2015 PR 30038 Division Courtroom
LETTERS <input type="checkbox"/> TESTAMENTARY <input checked="" type="checkbox"/> OF ADMINISTRATION	

Karen J. Seward (name) was appointed or qualified by this court or its registrar on June 12, 2015 (date) as:

- Personal Representative; or
- Successor Personal Representative.

The decedent died on May 10, 2015 (date).

These Letters are proof of the Personal Representative's authority to act pursuant to § 15-12-701, et.seq., C.R.S.

- The Personal Representative's authority is unrestricted; or
- The Personal Representatives authority is restricted as follows:

Date: January 14, 2020



Maya J. Clement
 Probate Registrar/(Deputy) Clerk of Court

CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of _____ (date).

 Probate Registrar/(Deputy) Clerk of Court

OIL AND GAS MINERAL DEED BOOK 520 PAGE 275

THIS DEED, made this 7th day of September

A. D. 1955

between GEORGE E. HUEY.

whose address is YUMA, COLORADO hereinafter

called the grantor and HILLARD HUEY and FRANCIS F. HUEY husband and wife.

whose address is Ft. Morgan, Colorado. hereinafter called the grantees, WITNESSETH:

That grantor, for and in consideration of the sum of (Ten) \$10. Dollars in hand paid, receipt whereof is acknowledged, and other good and valuable considerations, does, by these presents, grant, bargain, sell, convey and deliver unto the grantees an undivided 1/8 interest in and to all the oil, gas, casinghead gas, casinghead gasoline or any of them in and under and that may be produced from the following described lands, situate in the County of MORGAN and State of Colorado to wit:

Township 2N, Range 57 W. of the 6th P. M.

Section 14; All
 Section 15; All
 Section 22; S $\frac{1}{2}$
 Section 24; N $\frac{1}{2}$
 Section 26; W $\frac{1}{2}$; SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$.
 Section 25; All
 Section 35; All

Township 2N, Range 56W. of the 6th P. M.

Section 18; SW $\frac{1}{4}$. Section 30; All.
 Section 19; S $\frac{1}{2}$; NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$. Section 31; All.
 Section 20; S $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$. Section 32; W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{4}$.
 Section 21; S $\frac{1}{2}$; NE $\frac{1}{4}$. Section 33; NE $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$.
 Section 15; SW $\frac{1}{4}$. Section 34; NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$.
 Section 22; W $\frac{1}{2}$.
 Section 26; W $\frac{1}{2}$ E $\frac{1}{4}$; W $\frac{1}{2}$.
 Section 27; All
 Section 28; All
 Section 29; All.

TO HAVE AND TO HOLD said described property and rights therein unto the said grantees, as a tenant in common of the grantor of the rights hereby granted, and to the heirs, successors and assigns of grantees forever.

It is understood that this sale and conveyance is made subject to the following described oil and gas lease.

H. L. HUNT, DALLAS, TEXAS.

but covers and includes the above named fractional interest in and to all royalties, rentals, payments for deferring operations and all other benefits and emoluments to become due on said land under the terms of the said lease. The grantor hereby grants unto the grantees the right, at any time after the termination of said lease and during the term of this grant, to enter upon said land and to reconnoiter, explore, drill and develop the same for the above named minerals and to produce the above described minerals, if and when discovered, as a tenant in common of the grantor.

The grantor hereby warrants and agrees to defend the title to the rights herein conveyed and covenants that same are free and clear from any and all liens or encumbrances of any nature whatsoever, except the said oil and gas lease and except as follows:

The grantor hereby releases and waives all rights of homestead and dower.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

WITNESS (Wyoming and Nebraska)

George E. Huey.

ACKNOWLEDGMENT

STATE OF Colorado RECEPTION NO. 390214 RECORDED SEP 17 1955

COUNTY OF Morgan 9:00 O'CLOCK A. M. LOYAL C. BAKER, RECORDER

I, Albert L. Fisher, a Notary Public in and for said Morgan County,

in the State aforesaid, do hereby certify that on this 15th day of September 1955

George Huey who is personally known to me to be the person described in, whose name is subscribed to, and who executed, the within and foregoing instrument, personally appeared before me and duly acknowledged that he

signed, sealed, executed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Witness my hand and notarial seal the day and year in this certificate last above written.

My commission expires Aug 17, 1956 Albert L. Fisher Notary Public.

In and for the State of Colorado

Residing at Arush

* Erase for all states except Wyoming.

** To convey royalty under a community lease substitute the word "any" for "said".

District Court Yuma County, Colorado Court Address: 310 Ash Street, Wray, CO 80758	DATE FILED: October 22, 2015 10:47 AM
In the Matter of the Estate of: Robert Lee Seward, aka Robert L. Seward, aka Robert Seward, aka Bob Seward Deceased	 COURT USE ONLY 
Attorney or Party Without Attorney (Name and Address): Margaret G. Fix Seboldt P. O. Box 361 Wray, CO 80758 Phone Number: 970-332-4861 E-mail: mgseboldt@centurytel.net FAX Number: 970-332-4040 Atty. Reg. #: 26538	Case Number: 15 PR 30027 Division Courtroom
INFORMATION OF APPOINTMENT	

Important Notice

The Court will not routinely review or adjudicate matters unless it is specifically requested to do so by a beneficiary, creditor, or other interested person. All interested persons, including beneficiaries and creditors, have the responsibility to protect their own rights and interests in the estate in the manner provided by the provisions of the Colorado Probate Code, §15-10-101, et seq., C.R.S, by filing an appropriate pleading with the Court by which the estate is being administered and serving it on all interested persons pursuant to §15-10-401, C.R.S. All interested persons have the right to obtain information about the estate by filing a Demand for Notice pursuant to §15-12-204, C.R.S.

To the heirs and devisees who have or may have an interest in this estate:

1. The Decedent died on **May 10, 2015** (date).
2. The Decedent left no Will.
 The Decedent left a Will dated _____. The dates of all codicils are _____.
 The Will and any codicils were admitted to probate on _____ (date).
3. Proceedings in this matter are informal.
 Proceedings in this matter are formal.
4. **Karen J. Seward** was appointed as Personal Representative on **June 12, 2015** (date).
5. No bond has been filed with this Court.
 Bond has been filed with this Court in the amount of \$ _____.
6. Administration of this estate is unsupervised. The Court will consider ordering supervised administration if requested by an interested person. (§§15-12-501, et. seq., C.R.S.)
 Administration of this estate is supervised.
7. This Information of Appointment is being sent to persons who have or may have some interest in the estate being administered.

8. Papers relating to this estate, including an inventory of estate assets, are either on file with this Court or, if not, papers may be obtained by interested persons from the Personal Representative. (§15-12-705, C.R.S. and §15-12-706(2), C.R.S.)
9. Interested persons are entitled to receive an accounting. (§§15-12-1001 to 15-12-1003, C.R.S.)
10. The surviving spouse, partner in a civil union, children under twenty-one years of age and dependent children may be entitled to exempt property and a family allowance if a request for payment is made in the manner and within the time limits prescribed by statutes. (§§15-11-401, et. seq., C.R.S.)
11. The surviving spouse or partner in a civil union may have a right of election to take a portion of the augmented estate if a petition is filed within the time limits prescribed by statute. (§§15-11-201, et seq., C.R.S.)
12. Any individual who has knowledge that there is or may be an intention to use an individual's genetic material to create a child and that the birth of the child could affect the distribution of the Decedent's estate should give written notice of such knowledge to the Personal Representative of the Decedent's estate.
13. Any individual who has knowledge that there is a valid, unrevoked designated beneficiary agreement in which the Decedent granted the right of intestate succession should give written notice of such knowledge to the Personal Representative of the Decedent's Estate.


6-15-15

 Signature of Attorney for Personal Representative Date

Karen J. Seward
 39101 County Road E
 Yuma, CO 80759
 970-630-0285

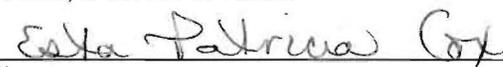
INSTRUCTIONS: This Information of Appointment must be given within 30 days of appointment of the Personal Representative. In the event a Will exists but there has been no formal testacy proceeding and the Personal Representative was appointed on the assumption of intestacy, this Information of Appointment must also be given to the devisees named in any existing Wills. A copy of this Information of Appointment and Certificate of Service (below) must be promptly filed with the Court. (Rule 8.4 of the Colorado Rules of Probate Procedure)

CERTIFICATE OF SERVICE

I certify that on 6-15-15 (date) a copy of this Information of Appointment was served on each of the following:

Name of Person to Whom you are Sending this Document	Relationship to Decedent	Address	Manner of Service*
George L. Seward	Son	2710 County Road 39, Yuma, CO 80759	1 st Class Mail
Karen J. Seward	Daughter	39101 County Road E, Yuma, CO 80759	1 st Class Mail

*Insert one of the following: Hand Delivery, First-Class Mail, Certified Mail, E-Served or Faxed.



 Signature

Mid-Continent Realty
Owners Association
Approved Form Service

MINERAL DEED

Know All Men by These Presents, That Millard Huey and Frances F. Huey,
husband and wife,

of Fe. Morgan, Colorado hereinafter called Grantor (whether one or more)
(Give Exact Postoffice Address)

for and in consideration of the sum of Ten and NO/100 Dollars
(\$ 10.00) cash in hand paid and other good and valuable considerations; the receipt of which is hereby
acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto

C.R. Neal of Wichita, Kansas
(Give Exact Postoffice Address)

hereinafter called Grantee (whether one or more) an undivided One per cent (1%) interest in
and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands
situated in Morgan County, State of Colorado to-wit:

TOWNSHIP 2 NORTH, RANGE 57 WEST:

Section 13: North one-half (N¹/₂);



containing 320 acres, more or less, together with the right of ingress and egress at all times for
the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom
with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver
of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and
gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy
the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under
the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the
Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to
the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the
rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said
Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by
Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privi-
leges, and appurtenances thereto or in anywise belonging to the said Grantee herein his heirs,
successors, personal representatives, administrators, executors, and assigns forever, and Grantor do hereby war-
rant said title to Grantee his heirs, executors, administrators, personal representatives, successors and assigns
forever and do hereby agree to defend all and singular the said property unto the said Grantee herein
his heirs, successors, executors, personal representatives, and assigns against every person whomsoever
claiming or to claim the same or any part thereof.

WITNESS ONE hand this 15th day of FEBRUARY 1950

Millard Huey
Frances F. Huey

RECEPTION NO. 354468 RECORDED FEB 24 1950

950 WALSH H

LOYAL & HALLER RECORDERS

(GIVEN UNDER MY HAND AND SEAL)

(GIVEN UNDER MY HAND AND SEAL FOR HUSBAND AND WIFE)



COLORADO } ss.
MORGAN }
On this 15th day of February, 1950, before me per-
sonally appeared Millard Huey and Frances F. Huey, husband and wife,

known to be the person as described in, and who executed the foregoing instrument, and who acknowledged
to me that they executed the same as their free act and deed, including the release and waiver of the
right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledg-
ing the said instrument.

Given under my hand and seal this 15th day of February 1950

My commission expires: Feb 8, 1953

(GIVEN UNDER MY HAND AND SEAL)

Marie Robison
Notary Public

MINERAL DEED

Know All Men by These Presents, That

GEORGE E. HUEY

of Yuma County, State of Colorado

for and in consideration of the sum of One Thousand (\$1,000) cash in hand paid by MILLARD HUEY and FRANCES F. HUEY husband and wife.

hereinafter called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee an undivided 1/2 interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Morgan County, State of Colorado, to-wit:

Township 2N. Range 57W. of the 6th P. M.

- Section 14; All
Section 13; All
Section 23; S 1/2
Section 24; N 1/2
Section 25; W 1/2 SE 1/4; S 1/2 NE 1/4
Section 25; All
Section 35; All

Township 2N. Range 56W. of the 6th P.M.

- Section 18; SW 1/4
Section 19; S 1/2; NW 1/4; S 1/2 NE 1/4
Section 20; S 1/2; S 1/2 NW 1/4; SW 1/4 NE 1/4
Section 21; S 1/2; NE 1/4
Section 15; SW 1/4
Section 22; W 1/2
Section 26; W 1/2 E 1/4; W 1/2
Section 27; All
Section 28; All
Section 29; All
Section 30; All.
Section 31; All.
Section 32; W 1/2; W 1/2 E 1/4.
Section 33; NE 1/4 NW 1/4; N 1/2 NE 1/4; SE 1/4 NE 1/4.
Section 34; N 1/2 NW 1/4; NW 1/4 NE 1/4.

of section Township Range containing acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land now being under oil and gas lease executed in favor of H. L. Hunt, Dallas, Texas.

It is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes 1/2 of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

It is understood and agreed that One half (1/2) of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided 1/2 of the lease interests and all future rentals on

said land for oil, gas and other mineral privileges shall be owned by the said Grantee owning 1/2 of all oil, gas and other minerals in and under said lands, together with 1/2 interest in all future events. To have and to hold the above-described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, their heirs and assigns forever; and Grantor do hereby bind his self, heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee herein shall have the right at any time to redeem for grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

WITNESS my hand this 12th day of July 1929

George E. Huey

STATE OF COLORADO, ss. County of Morgan

The foregoing instrument was acknowledged before me this 12th day of July 1929

by Deed E. Huey

WITNESS my hand and official seal. My Commission expires March 4, 1930

Betty J. Galatias Notary Public



Recorded this July 16 1929 A. D. 1929 8:50 o'clock A.M.

Reception No. 348289 Loyal G. Baker Recorder

THIS DEED, made this twenty-fifth day of March, in the year of our Lord one thousand nine hundred and thirty-eight, between
-----LILLIAN D. EATON, sole heir of Eugene G. Eaton, Deceased-----
of the County of Logan, and State of Colorado, of the first part, and-----
-----GEORGE S. HUEY-----
of the County of Yuma and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, and sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described parcels of land, situate, lying, and being in the County of Morgan, and State of Colorado, to-wit:

The Southwest Quarter ($SW\frac{1}{4}$) of Section Eighteen (18), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The West half ($W\frac{1}{2}$), the Southeast Quarter ($SE\frac{1}{4}$), and the South half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$) of Section Nineteen (19), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The South Half ($S\frac{1}{2}$), the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$), and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$), of Section Twenty (20), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The East Half ($E\frac{1}{2}$) and the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-one (21), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The Northwest Quarter ($NW\frac{1}{4}$), the West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$), the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$), the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$), and the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$), of Section Twenty-nine (29), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The Northeast Quarter ($NE\frac{1}{4}$), the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$), the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$), the South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$), the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$), the East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$), and the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$), of Section Thirty (30), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The North Half ($N\frac{1}{2}$) of Section Thirty-one (31), in Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$), and the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section Fifteen (15), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The West Half of the West Half ($W\frac{1}{2}W\frac{1}{2}$) and the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$), of Section Twenty-two (22), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The East Half ($E\frac{1}{2}$), the East half of the West Half ($E\frac{1}{2}W\frac{1}{2}$), and the West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$), of Section Twenty-eight (28), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$), the North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$), and the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$), of Section Thirty-three (33), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$), of Section Thirty-two (32), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The West Half ($W\frac{1}{2}$), the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$), and the West half of the Southeast Quarter ($W\frac{1}{2}SE\frac{1}{4}$) of Section Twenty-six (26), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

All of Section Twenty-seven (27), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section Thirty-four (34), Township Two (2), North of Range Fifty-six (56), West of the Sixth Principal Meridian;

The North Half ($N\frac{1}{2}$) of Section Thirteen (13), Township Two (2), North of Range Fifty-seven (57), West of the Sixth Principal Meridian;

The South Half ($S\frac{1}{2}$) of Section Twenty-three (23), Township Two (2), North of Range Fifty-seven (57), West of the Sixth Principal Meridian;

All of Section Twenty-five (25), Township Two (2), North of Range Fifty-seven (57), West of the Sixth Principal Meridian;

The West Half ($W\frac{1}{2}$), the South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), and the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-six (26), Township Two (2), North of Range Fifty-seven (57), West of the Sixth Principal Meridian;

The North Half ($N\frac{1}{2}$) and the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-five (35), Township Two (2), North of Range Fifty-seven (57), West of the Sixth Principal Meridian;

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 party of the first 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 of the second part, his heirs and assigns forever. And the said party of the first part, for herself and her heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents, she is well seized of the premises above conveyed, as of 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 and encumbrances of whatever kind or nature soever, except a loan now held by the Federal Land Bank of Wichita, Kansas, on the above described premises, which second party assumes, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Lillian D. Eaton (SEAL)
Sole Heir of Eugene G. Eaton, Deceased.

STATE OF COLORADO)
)ss.
COUNTY OF LOGAN)

RECEPTION NO. 267580 RECORDED Dec. 9, 1938
10 31 O'CLOCK A. M. LOYAL C. BAKER, RECORDER

The foregoing instrument was acknowledged before me this 31st day of October, A. D. 1938, by Lillian D. Eaton, sole heir of Eugene G. Eaton, Deceased, Grantor.

WITNESS my hand and official seal.

My commission expires August 31, 1941 .

Charles Keager, Jr.
Notary Public.

BOOK 272 PAGE 123
TULSA, OKLA.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th day of November, 19. 29
by and between E.G. Eaton and Lillian D. Eaton husband and wife

Party of the first part, hereinafter called lessor (whether one or more) and Transcontinental Oil Company of Colorado part y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and other --- DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas and laying pipe lines, and building tanks, powers, stations and structures thereon, to produce, save and take care of said products, all that contain

tract of land situate in the County of Morgan State of Colorado, described as follows, to-wit:

The N $\frac{1}{2}$ of Sec 13; the SW $\frac{1}{4}$ of sec 23; the E $\frac{1}{2}$ of sec 25; the SW $\frac{1}{4}$ of Sec 25; the W $\frac{1}{2}$ of sec 26; the S $\frac{1}{2}$ of NE $\frac{1}{4}$ of sec 26; the SE $\frac{1}{4}$ of Sec 26; the N $\frac{1}{2}$ of Sec 35 and the SE $\frac{1}{4}$ of Sec 35,

Township 2N Range 57W and containing 2000 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found, the equal one-eighth ($\frac{1}{8}$) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made quarterly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gas, one-eighth ($\frac{1}{8}$) of the gross proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made quarterly

If no well be commenced on said land on or before the 7th day of November, 19 30 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Hextun Colorado or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Two Thousand --- DOLLARS, which shall operate as rental and cover the privilege

of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable, as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

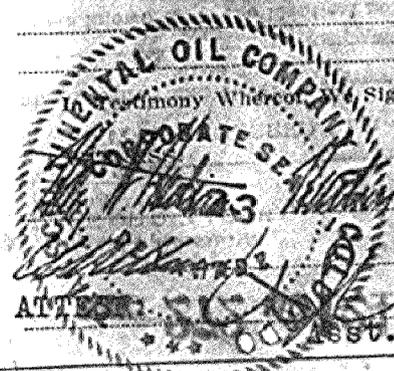
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of the lands on which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgage, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

Witness my hand and seal, this the 7th day of November, 19 29

ATTEST: Wilson Secretary.

E.G. Eaton (SEAL)
Lillian D. Eaton (SEAL)
By J.M. Holliday (SEAL)
Vice President.



TRANSCONTINENTAL OIL COMPANY (OF COLORADO)

ACKNOWLEDGMENT TO THE LEASE

STATE OF OKLAHOMA, }
County of _____ } SS.

BE IT REMEMBERED, That on this _____ day of _____ in the year of our Lord one thousand nine hundred and twenty _____ before me, a Notary Public, in and for said County and State, personally appeared _____ and _____ his wife to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My Commission Expires _____ Notary Public.

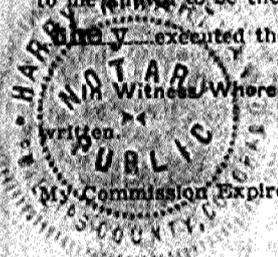
ACKNOWLEDGMENT TO THE LEASE

STATE OF ~~OKLAHOMA~~ Colorado }
County of Phillips } SS.

BE IT REMEMBERED, That on this 7th day of November in the year of our Lord one thousand nine hundred and twenty nine before me, a Notary Public, in and for said County and State, personally appeared E. G. Eaton and Lillian D. Eaton his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My Commission Expires March 1st 1931 Notary Public.



[Handwritten Signature]

192258
INDEXED
OIL AND GAS LEASE

FROM
E. J. & Lillian D. Eaton

TO
Transcontinental Oil Co.
of Colo.

Date _____ 19____
Section _____ Township _____ Range _____
No. of Acres _____ County, Okla. _____

Terms: _____
STATE OF OKLAHOMA }
County of Moore } SS.

This instrument was filed for record on the _____ day of _____ 19____
at _____ o'clock 9 A. M., and duly recorded in book 272 page _____ of the records of this office.
Loyal C. Baker
County Clerk.

By M. H. Kamm Deputy Clerk.
RETURN TO
TRANSCONTINENTAL OIL CO.
LAND DEPARTMENT
P. O. Box 2884 TULSA, OKLA.

ACKNOWLEDGMENT WHERE THE LESSOR SIGNS BY MARK.

STATE OF OKLAHOMA, }
County of _____ } SS.

On this _____ day of _____ A. D. 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____ to me known to be the identical person who executed the within and foregoing instrument by _____ mark in my presence and in the presence of _____ as witnesses, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.

My Commission Expires _____ Notary Public.

NOTE—The signature by mark of a lessor who cannot write his name must be witnessed by two witnesses, one of whom must write lessor's name near such mark.

BOOK 272 PAGE 124

Out West Printing and Stationery Co., Colorado Springs, Colo.

No. 108822

WARRANTY DEED.

FROM Ralph W Zerkhauff

TO E. S. Eaton

STATE OF COLORADO, COUNTY OF MORGAN. This Warranty Deed was filed for record at 9:15 o'clock A. M. March 3 1921. G. H. Asmus Recorder H. O. Asmus Deputy

This Deed, Made this 2nd day of March in the year of our Lord one thousand nine hundred and Twenty-one between Ralph W Zerkhauff

of the County of Morgan and State of Colorado, of the first part, and E. S. Eaton

of the County of Morgan and State of Colorado, of the second part,

Witnesseth, That the said part of of the first part, for and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable considerations to the said part of of the first part in hand paid by the said part of of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part of of the second part, his heirs and assigns, forever, all the following described lot or parcel of land, situate, lying and being in the County of Morgan, and State of Colorado, to-wit:

South Half of Section Twenty-three (23), The West half of Section Twenty-six (26), South half of the North-east quarter (SE1/4), and the North half of the South-east quarter (NE1/4), of Section Twenty-six (26), The North half (N1/2) of Section Thirty-five (35), the South-east quarter (SE1/4) of Section thirty-five (35) all of Section twenty-five (25), and the North half of Section Thirteen (13), all in Township two (2) North, Range Fiftyseven (57), West of the 6th P.M.; also the North half of Section 21, the West half of the South-west quarter, the South-east quarter of the South-west quarter (SE1/4SW1/4), the Southwest quarter of the Southeast quarter (SW1/4SE1/4), the East half of the Southeast quarter (E1/2SE1/4); the Northeast quarter and the Southeast quarter of the North-west quarter, and the North half of the northwest quarter, of Section thirty (30); The West half of the Southwest quarter, of Section 21, the Southeast quarter of Section twenty, the South west quarter of the Northeast quarter and the South half of the Northwest quarter and the south west quarter of Section 20, and the Southeast quarter and the south-west quarter and the south half of the North east quarter and the northwest quarter of Section 19, the South half of the South-west quarter of Section 18, the west half of the South-west quarter and the northwest quarter of Section 29, all in Township two north, Range 56, West of the 6th P.M. First party reserves the oil, gas and mineral on the South-east quarter of Section 23, and the North-west quarter of Section 25, Township 2 North, Range 57, West of the 6th P. M., with the right of ingress and egress over and across the said south-east quarter of section 23, and the North west quarter of Section Twenty-five, for the purpose of trading or prospecting or storing said oils, gas or minerals.

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 part of of the first 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 part of of the second part, his heirs and assigns forever. And the said Ralph W Zerkhauff

part of of the first part, for himself, his heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said part of of the second part, his heirs and assigns, that at the time of the enseling and delivery of these presents, he is well seized of the premises above conveyed, as of 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 and incumbrances of whatever kind or nature soever;



and the above bargained premises, in the quiet and peaceable possession of the said part of of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part of of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part of of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Ralph W Zerkhauff Seal Seal Seal Seal

STATE OF COLORADO,

County of Morgan ss. I, Corbin E. Robison, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ralph W Zerkhauff who is personally known to me to be the person whose name is subscribed to the annexed Deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.



Given under my hand and notarial seal this 2nd day of March A. D. 1921. My Commission expires February 19 1924.

Corbin E. Robison Notary Public

OFFICE COMPARED BY

THE UNITED STATES OF AMERICA.

May 25 1915

Denver 010090

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Denver, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Francis M. Webb,

has been established and duly consummated, in conformity to law, for the north half of Section thirteen in Township two north of Range fifty-seven west of the Sixth Principal Meridian, Colorado, containing three hundred twenty acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

Now Know Ye, That there is, therefore, granted by the United States unto the said claimant...the tract of Land above described: To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant...and to the heirs and assigns of the said claimant...forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the Fifteenth day of May, in the year of our Lord one thousand nine hundred and Fifteen and of the Independence of the United States the one hundred and Thirty-ninth

BY THE PRESIDENT: Woodrow Wilson

By M. P. Le Roy SECRETARY.

L. G. T. Lamar Recorder of the General Land Office.



Recorded: Patent Number 473360

Filed for Record the 16th day of Mch A. D. 1915, at 11:00 o'clock A. M.

COMPARED

E. L. Boillet RECORDER.

No. 64087

By DEPUTY.

Denver 010090.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **Denver, Colorado,**
 has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862,
 "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of
Francis M. Webb,
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in Township two north of Range fifty-seven west of the Sixth Principal Me-
ridian, Colorado, containing three hundred twenty acres,

according to the Official Plat of the Survey of the said Land, returned to the **GENERAL LAND OFFICE** by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described;
 TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of
 the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and
 rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws,
 and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the
 authority of the United States.

IN TESTIMONY WHEREOF, I, **Woodrow Wilson**

President of the United States of America, have caused these letters to be made
 Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **EIGHTEENTH**

(SEAL)

day of **MAY** In the year of our Lord one thousand

nine hundred and **FIFTEEN** and of the Independence of the

United States the one hundred and **THIRTY-NINTH**

By the President:

By

Woodrow Wilson
M. P. LeRoy Secretary,
L. B. Lamar
 Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **473360**

D3: Certification Letter

June 30, 2022

Nicole Hay, Director
Morgan County Planning and Zoning Department
231 Ensign Street, P.O. Box 596
Fort Morgan, Colorado 80701

RE: Certification of Information for Colorado's Power Pathway

Dear Director Hay,

Public Service Company of Colorado, an Xcel Energy company, is submitting an application for Site Selection and Construction of Major Facilities of a Public Utility Permit ("Application") in June 2022 for the portion of Colorado's Power Pathway (Pathway) in Morgan County.

Pursuant to Morgan County Guidelines and Regulations for Areas and Activities of Statewide Interest (the Morgan County § 1041 Regulations), Section 3-305(2)(b), Xcel Energy respectfully submits this certificate stating the process by which the following information was compiled:

- **Surface Property Owners** – Attachment D of the Application lists the names and addresses available in Morgan County's Assessor's database of all surface owners within five-hundred (500) feet of the proposed transmission line centerline.
- **Persons or Entities with Legal Interest** – Xcel Energy has not yet ordered title commitments along the proposed transmission route and cannot provide details of existing encumbrances located on these parcels. Given the nature of Pathway, Xcel Energy is submitting a request for waiver as part of its Application. The request for waiver is included behind the cover letter at the front of this Application.
- **Planned Access** – Xcel Energy is currently negotiating with all of the potentially affected landowners for necessary land rights along the proposed transmission line route. These negotiations include securing an option for a permanent non-exclusive easement for the 150 foot wide right-of-way of the transmission line as well as permanent and temporary easements required for access and temporary construction areas (TCAs) during and after construction. Once land surveying, final engineering design, and permitting are complete, Xcel Energy will exercise the options and record the final easements. The easements for each phase of the project will be secured and recorded prior to construction starting on that phase.
- **Mineral Interest Holders** – Mineral rights owners in the Canal Crossing Substation site are listed in Attachment D of the Application. Xcel Energy will notify any owner or lessee of a mineral estate underneath the substation property not less than 30 days before the initial public hearing for the Application pursuant to CRS 24-65.5-103. The proposed Pathway transmission line and poles are exempt from the requirement to identify owners of mineral interests under 3-305(2)(b)(iv).

This letter certifies that on June 22, 2022, Xcel Energy compiled the information listed above. Xcel Energy asserts that the information was compiled and verified in a manner reasonably designed to ensure the accuracy of such information.

This information is current as of less than ten days before the date that the Application was submitted to Morgan County. Xcel Energy will refresh this information no later than ten days before the public hearing before the Planning Commissioners on the Application.

Please contact me by telephone at (303) 571-7088 or email at Carly.R.Rowe@xcelenergy.com or contact our environmental consultant, Stephanie Phippen with Tetra Tech Inc., at (303) 980-3515 or Stephanie.Phippen@tetrattech.com if you need any additional information regarding how Xcel Energy has met the Morgan County § 1041 Regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "Carly Rowe". The signature is cursive and somewhat stylized.

Carly Rowe, Manager, Siting and Land Rights
Siting & Land Rights
Xcel Energy
Telephone: (303) 571-7088
Carly.R.Rowe@xcelenergy.com