

Ralls County, Missouri Document # 2018-63799 8/20/2018 at 1:17 PM Page 1 of 4 Gina Jameson, Circuit Clerk & Ex-Officio Recorder of Deeds



**Special Warranty Deed** 

WITNESSETH: THAT THE GRANTOR, for and in consideration of the sum of TEN and NO/100ths DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Confirm unto the Grantee and its successors and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Ralls and State of Missouri, to-wit:

A tract of land being part of Lot 8 of West Side Industrial Park - First Revision, City of Hannibal, Ralls County, Missouri being more particularly described as follows;

Commencing at a found iron pin at the Northwest corner of said Lot 8; thence South 13 degrees 05 minutes 56 seconds East along the West line of said Lot a distance of 337.60 feet; thence leaving said West line North 77 degrees 08 minutes 53 seconds East a distance of 132.28 feet to a set cotton gin spindle and the True Point of Beginning; thence North 12 degrees 45 minutes 39 seconds West a distance of 93.50 feet to a set cotton gin spindle; thence North 77 degrees 08 minutes 53 seconds East a distance of 75.50 feet to a set cotton gin spindle; thence South 12 degrees 45 minutes 39 seconds East a distance of 93.50 feet to a set cotton gin spindle; thence South 77 degrees 08 minutes 53 seconds West a distance of 75.50 feet to the True Point of Beginning, containing 0.16 acres more or less.

And a 20 foot wide Access Easement lying in part of Lot 8 of West Side Industrial Park - First Revision, City of Hannibal, Ralls County, Missouri the centerline being more particularly described as follows;

Commencing at a found iron pin at the Northwest corner of said Lot; thence North 76 degrees 50 minutes 30 seconds East along the North line of said Lot a distance of 287.96 feet to the Point of Beginning of the centerline of said Access Easement; thence South 06 degrees 02 minutes 05 seconds East along said centerline a distance of 160.42 feet; thence South 27 degrees 15 minutes 10 seconds West along said centerline a distance of 92.65 feet to the Point of Termination of said centerline.

This is a perpetual Access Easement giving the right of access, ingress and egress over and across the above-described property. This Access Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property.

All as per Survey #18-0081 as made in May 2018 by Norman D. Ellerbrock, Missouri Professional Land Surveyor #2001011921.



**SUBJECT TO** all Permitted Encumbrances, as defined in that certain Asset Purchase Agreement dated as of May 12, 2011 by and between Atmos Energy Corporation, a corporation incorporated in the State of Texas and the Commonwealth of Virginia, and Liberty Energy (Midstates) Corp., a Missouri corporation.

TO HAVE AND TO HOLD the Property aforesaid, on an AS-IS, WHERE-IS BASIS, WITH ALL FAULTS (subject to the representations and warranties in the Agreement), with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto the Grantee and unto its successors and assigns forever; and that the Grantor will warrant and defend the title of the Property unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, lawfully claiming the same by, through, or under the party of the Grantor, except as hereinafter stated; PROVIDED, HOWEVER, that notwithstanding the foregoing, the Grantee shall not be entitled to recover any remedies otherwise available to the Grantee for any breach of the foregoing warranties unless such remedies are available to the Grantee under the Agreement (and then only to the extent and subject to all limitations provided in the Agreement); and PROVIDED, FURTHER, that the terms of the Agreement shall govern in the event of any inconsistency between the terms of the Agreement and the terms of this Indenture.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be executed by its duly authorized officer the day and year above written.

LIBERTY UTILITIES CO.

Gregory Sorensen, Presid

ATTEST:

James Sweeney, Secretary

## CALIFORNIA ALI-PURPOSE ACKNOWI EDGMENT

CIVIL CODE § 1189

Signer is Representing: \_

CALIFORNIA ALL-PORPOSE ACKNOWLEDGIVIEN	CIVIL CODE 3 1103
	XQXQXXQXQXQXQXQXQXQXQXQXQXQXQXQXQXQXQX
A notary public or other officer completing this certificate verto which this certificate is attached, and not the truthfulness	ifies only the identity of the individual who signed the document s, accuracy, or validity of that document.
State of California County of LW Angeles	
On 8   15   2018 before me, S	aran E. Rae, Notary public
Date	Here Insert Name and Title of the Officer
personally appeared	H Suvensen Name(s) of Signer(s)
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evident to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their sign upon behalf of which the person(s) acted, executed the satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their sign upon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
SARAH E. RAE Commission # 2244814 Notary Public - California LOS ANGELES County My Comm. Expires JUNE 2, 2022	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can d	ONAL  deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	, l
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)  Signer's Name:  □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian of Conservator □ Other:	Signer's Name: Corporate Officer – Title(s): Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian of Conservator □ Other:

Signer is Representing: \_

ACKNOWLEDGMENT
STATE OF
COUNTY OF) ss.
On this day of July, 2018, before me, a Notary Public, personally appeared Gregory S. Sorensen, to me personally known to be the person described herein and who executed the foregoing instrument in his capacity as the President of Liberty Utilities Co., and acknowledged that he executed the same as the free act and deed of the corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.
Notary Public
My Commission Expires:
ACKNOWLEDGMENT
STATE OF New Himphire)  (SS.)  (COUNTY OF Rockingharn)
On this 12 <sup>th</sup> day of July, 2018, before me, a Notary Public, personally appeared James Sweeney, to me personally known to be the person described herein and who executed the foregoing instrument in his capacity as the Secretary of Liberty Utilities Co., and acknowledged that he executed the same as the free act and deed of the corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and

year last above written.

My Commission Expires:

January 18,2072