

**RESOLUTION NO. 17-\_\_\_\_\_**  
**Series of 2017**

**A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING THE WARRANTY DEED OF ROADWAY RIGHT-OF-WAY PROPERTY FROM CRESTONE PEAK RESOURCES HOLDINGS, LLC AND LIBERTY ENERGY, LLC; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Town Board of Trustees of the Town of Erie, Colorado desires to approve and accept the Warranty Deed of roadway right-of-way property at Weld County Road 6 from Crestone Peak Resources Holdings LLC and Liberty Energy, LLC (the “Roadway Property”); and

**WHEREAS**, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to accept the Warranty Deed of the Roadway Property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:**

Section 1. That the Town of Erie be and is hereby authorized and directed to accept the Warranty Deed of Roadway Property from Crestone Peak Resources Holdings LLC and Liberty Energy, LLC, as more particularly described on the Warranty Deed attached hereto, incorporated herein by this reference and marked Exhibit “A,” and the appropriate Town officers are hereby authorized and directed to accept the Warranty Deed.

Section 2. That acceptance of the Warranty Deed of Roadway Property is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

**ADOPTED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy Parker, Town Clerk

EXHIBIT A

WARRANTY DEED

**THIS WARRANTY DEED**, made this \_\_\_ day of \_\_\_\_\_, 2017, between **CRESTONE PEAK RESOURCES HOLDINGS LLC, a Delaware limited liability company and LIBERTY ENERGY, LLC, a Massachusetts limited liability company**, whose legal address is \_\_\_\_\_, together referred to herein in the singular as the Grantor, and the **TOWN OF ERIE, a Colorado municipal corporation**, whose legal address is P.O. Box 8, Erie, Colorado 80516, of the Counties of Boulder and Weld, State of Colorado, Grantee.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten Dollars and no/100s Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Boulder, State of Colorado, described as follows:

See Exhibit "A," attached hereto and incorporated herein by this reference,

Town of Erie, County of Weld, State of Colorado, consisting of approximately 26,545 square feet ("Property"),

also known by street and number as: vacant land  
assessor's schedule or parcel number: not applicable

**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 Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor, for itself, its heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever except and subject to those matters listed on Exhibit "B" attached hereto and incorporated herein by this reference.

The Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against



WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

---

Notary Public

1/26/17

**EXHIBIT A**

**PARCEL DESCRIPTION**

A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

**BASIS OF BEARINGS:** ASSUMING THE SOUTH LINE OF SOUTHEAST QUARTER OF SECTION 21, AS MONUMENTED BY A 3-1/4 INCH ALUMINUM CAP MARKED "LS 13155 1998" AT THE SOUTH QUARTER CORNER OF SAID SECTION 21 AND A 2 INCH ALUMINUM CAP MARKED "LS 25937 1995" AT THE SOUTHEAST CORNER OF SAID SECTION TO BEAR N 89°23'58" E, A DISTANCE OF 2,684.63 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 21:

THENCE N 00°16'05" W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**;

THENCE N 00°16'05" W CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 10.00 FEET TO A LINE BEING 40.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21;

THENCE N 89°23'58" E ALONG SAID PARALLEL LINE A DISTANCE OF 2,684.47 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21;

THENCE S 00°30'05" E ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 10.00 FEET TO A LINE BEING 30.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21;

THENCE S 89°23'58" W ALONG SAID PARALLEL LINE A DISTANCE OF 2,684.51 FEET TO THE **POINT OF BEGINNING**;

SAID DESCRIBED PARCEL OF LAND CONTAINS 26,545 SQ. FT.

## EXHIBIT B

### EXCEPTIONS

1. RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE [273](#).
2. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF: (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY, (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED AUGUST 11, 1911, IN BOOK 320 AT PAGE [61](#).
3. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN STATE TELEPHONE AND TELEGRAPH CO IN INSTRUMENT RECORDED MAY 07, 1930, IN BOOK 894 AT PAGE [390](#).
4. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED SEPTEMBER 27, 1940 IN BOOK 1068 AT PAGE [421](#).
5. OIL AND GAS LEASE BETWEEN AND, RECORDED NOVEMBER 30, 1972 UNDER RECEPTION NO. [1602713](#) IN BOOK 681 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
6. COAL RIGHTS AS CONVEYED IN INSTRUMENT RECORDED NOVEMBER 20, 1984 AT RECEPTION NO. [1989143](#) IN BOOK 1050
7. RIGHT OF WAY EASEMENT AS GRANTED TO VESSELS OIL AND GAS CO IN INSTRUMENT RECORDED DECEMBER 01, 1986, UNDER RECEPTION NO. [2078821](#) IN BOOK 1137.
8. RIGHT OF WAY EASEMENT AS GRANTED TO VESSELS OIL AND GAS CO IN INSTRUMENT RECORDED DECEMBER 01, 1986, UNDER RECEPTION NO. [2078820](#) IN BOOK 1137.
9. TERMS, CONDITIONS AND PROVISIONS OF SURFACE OWNERS AGREEMENT RECORDED SEPTEMBER 27, 1989 AT RECEPTION NO. [2193034](#) IN BOOK 1245.
10. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JANUARY 09, 1996 AT RECEPTION NO. [2471037](#) IN BOOK 1526.
11. RIGHT OF WAY EASEMENT AS GRANTED IN INSTRUMENT RECORDED JULY 22, 1996, UNDER RECEPTION NO. [2502152](#) IN BOOK 1557.

12. RIGHT OF WAY EASEMENT AS GRANTED TO TOWN OF ERIE IN INSTRUMENT RECORDED APRIL 27, 1999, UNDER RECEPTION NO. [2689627](#).
13. RIGHT OF WAY EASEMENT AS GRANTED TO KERR-MCGEE GATHERING LLC IN INSTRUMENT RECORDED NOVEMBER 03, 2003, UNDER RECEPTION NO. [3122880](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT RECORDED AUGUST 5, 2004 AT RECEPTION NO. [3206278](#).  
VACATION  
OF PLAT RECORDED JUNE 12, 2014 AT RECEPTION NO. [4023039](#) AND RESOLUTION RECORDED NOVEMBER 22, 2013 AT RECEPTION NO. [3979867](#).
15. RIGHT OF WAY EASEMENT AS GRANTED TO KERR-MCGEE GATHERING LLC IN INSTRUMENT RECORDED DECEMBER 04, 2008, UNDER RECEPTION NO. [3593077](#) AND AMENDED MARCH 20, 2015 AT RECEPTION NO. [4091876](#) AND APRIL 30, 2015 AT RECEPTION NO. [4103127](#)
16. RIGHT OF WAY EASEMENT AS GRANTED TO KERR-MCGEE GATHERING LLC IN INSTRUMENT RECORDED DECEMBER 04, 2008, UNDER RECEPTION NO. [3593078](#).
17. USE AND ACCESS TO DITCH AS GRANTED TO COMMUNITY DITCH AND RESERVOIR COMPANY IN INSTRUMENT RECORDED DECEMBER 20, 1886, IN BOOK 63 AT PAGE [464](#), THE LOCATION OF WHICH IS UNDEFINED.
18. MATTERS SHOWN ON SURVEY RECORDED AUGUST 3, 2006 AT RECEPTION NO. [3408839](#).
19. EASEMENT CONTAINED IN RULE AND ORDER RECORDED MARCH 23, 2012 AT RECEPTION NO. [3833970](#).
20. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED OCTOBER 01, 2014 AT RECEPTION NO. [4050076](#).
21. TERMS, CONDITIONS AND PROVISIONS OF NON-EXCLUSIVE EASEMENT AGREEMENT RECORDED MARCH 30, 2015 AT RECEPTION NO. [4094254](#).
22. TERMS, CONDITIONS AND PROVISIONS OF MATTERS STE FORTH ON LAND SURVEY PLAT RECORDED MAY 12, 2014 AT RECEPTION NO. [4015551](#).
23. TERMS, CONDITIONS AND PROVISIONS OF MAP RECORDED NOVEMBER 12, 2014 AT RECEPTION NO. [4061093](#).
24. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF UTILITY EASEMENT RECORDED NOVEMBER 17, 2014 AT RECEPTION NO. [4062128](#).

25. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT RECORDED NOVEMBER 17, 2014 AT RECEPTION NO. [4062145](#).

26. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY GRANT RECORDED MARCH 16, 2015 AT RECEPTION NO. [4090596](#).

27. TERMS, CONDITIONS AND PROVISIONS OF SEEPAGE EASEMENT AGREEMENT RECORDED MARCH 30, 2015 AT RECEPTION NO. [4094256](#).

28. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY GRANT RECORDED APRIL 30, 2015 AT RECEPTION NO. [4103128](#).

29. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY GRANT RECORDED MAY 13, 2015 AT RECEPTION NO. [4106770](#).

30. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY AND EASEMENT AGREEMENT RECORDED SEPTEMBER 10, 2015 AT RECEPTION NO. [4141100](#).

31. TERMS, CONDITIONS AND PROVISIONS OF ENCROACHMENT LICENSE AGREEMENT RECORDED MAY 31, 2016 AT RECEPTION NO. [4207577](#).

32. EXISTING LEASES OR TENANCIES, IF ANY.

**END OF EXCEPTIONS**