



**CITY OF CREEDE, COLORADO  
ORDINANCE NO. 367**

**ORDINANCE AUTHORIZING THE SALE AND TRANSFER  
OF CITY OWNED PROPERTY**

**WHEREAS**, Colorado Revised Statute §31-15-713(1)(b) authorizes the City of Creede to dispose of municipally owned property upon such terms and conditions as the Board of Trustees deems appropriate; and

**WHEREAS**, Robert D. Frederick, Inc., DBA Tomkins Hardware Company, Inc. desires to purchase certain property owned by the City of Creede (as described in Exhibit A: Quit Claim Deed to Attachment A: Contract for Purchase and Sale of Real Property, hereinafter referred to as "Property") adjacent to and utilized by the business known as Tomkins Hardware; and

**WHEREAS**, the City has obtained and reviewed an appraisal prepared by Jessie Formwalt, dated May 3, 2011 and an appraisal prepared by Walters & Mullins, dated May 18, 2011, of the Property and the Trustees have considered those appraisals; and

**WHEREAS**, at a regularly scheduled Board of Trustees meeting on June 7, 2011, in open session, the Trustees discussed and decided, by motion with a majority voting in favor, to sell the Property to Robert D. Fredericks, Inc. DBA Tomkins Hardware Company, Inc. for the sum of Forty Thousand dollars (\$40,000.00) subject to the Reservation of the Right of First Refusal to Repurchase the Property; and

**WHEREAS**, the Board of Trustees has determined that the sale of the Property is in the best interests of the City of Creede and its citizens because the sale of the Property will promote the ownership and investment in a private business that provides necessary and beneficial services and materials for the convenience of residents and property owners in and around the City of Creede, will benefit construction companies that operate in and around the City of Creede, and will benefit the City of Creede's economy, and that the sale of Property is on equitable and fair terms which will promote the health, safety and general welfare of the Creede community.

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Trustees of the City of Creede, a Colorado Town the following:

**Section 1. Recitals Incorporated.** The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board of Trustees.

**Section 2. Sale of Property Authorized.** The Town Board hereby approves the sale of the Property to Robert D. Frederick, Inc. DBA Tomkins hardware Company, Inc. for the sum of Forty Thousand Dollars (\$40,000.00) in accordance with the terms of the Contract for Purchase and Sale of Real Estate attached as **Attachment A: Contract for Purchase and Sale of Real Estate**, which sale shall be subject to the Reservation of a Right of First Refusal to Repurchase the Property should it cease to be utilized as a lumber yard. The Mayor and the Town Clerk are



hereby authorized to execute the Contract for Purchase and Sale of Real Estate and the Quit Claim Deed with a Reservation of a Right of First Refusal in substantially the form as set forth in **Attachment A: Contract for Purchase and Sale of Real Estate**, provided that such authorization shall be subject to the following conditions:

- A. The closing of the sale of the Property and execution of documents shall not occur prior to the effective date set forth in **Section 4. Effective Date** below (**September 12, 2011**); and,
- B. The closing of the sale of the Property and execution of documents shall not occur prior to the final approval by the Board of Trustees of a Site Specific Improvement Plan and Replat of the Property.

**Section 3. Posting and Publication.** The Town Clerk is hereby ordered to post a copy of this Ordinance in full at the Creede Town Hall and to publish this Ordinance by title only as soon as practical.

**Section 4. Effective Date.** This Ordinance shall take effect thirty days after publication of this Ordinance by title only in accordance with C.R.S. §31-16-105.

**Section 5. Safety Clause.** The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the City of Creede, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, ON AUGUST 2, 2011.**

By:   
Deborah Roughton-Miles, Mayor

Attest:   
Randi De Priest, Town Clerk

Approved  
as to Form:   
Eric J. Heil, Town Attorney

I hereby certify that this Ordinance was posted in full at the Creede Town Hall on August 2, 2011 and published by title only on August 11, 2011 in the Mineral County Miner.

Certification of Posting and Publication:   
Randi De Priest, Town Clerk

ATTACHMENT A: CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

CONTRACT FOR PURCHASE  
AND SALE OF REAL ESTATE

1. **PARTIES.** This Contract for Purchase and Sale of Real Estate ("Contract") is entered into between the City of Creede, a Colorado statutory town ("Seller" or "City") and Robert D. Frederick, Inc., DBA Tomkins Hardware Company, Inc., whose legal address is 2686 Highway 50, Grand Junction, CO 81503 ("Buyer").
2. **PROPERTY DESCRIPTION.** The Seller is selling and the Buyer is purchasing the property as described in **Exhibit A: Form of Quit Claim Deed** attached hereto ("Property").
3. **SURVEY AND APPRAISAL.** A survey of the property was obtained by the buyer and supplied to the Seller. Appraisals of the property were obtained by both parties and supplied to each other.
4. **PURCHASE PRICE.** The purchase price and consideration for the sale of the Property is FORTY THOUSAND DOLLARS (\$40,000.00). The purchase price shall be payable at the closing of the Property and at the time of transfer of the Property to the Buyer.
5. **DEFAULT AND REMEDIES.** In the event of default by Buyer or by Seller, the non-defaulting party may terminate this Contract and shall have the right to receive back all things of value tendered. Neither the Buyer nor the Seller shall have any right of specific performance against the other party.
6. **POSSESSION AND WARRANTIES.** The Seller makes no warranties or representations concerning any improvements on the Property. Buyer agrees that the Property is sold "as is." Buyer agrees that it is the Buyer's obligation to make a thorough inspection of the Property to determine the condition of Property. Furthermore, Buyer acknowledges that Buyer has occupied and continues to occupy the Property and thereby releases the Seller from any obligation to disclose conditions of the Property.
7. **CONVEYANCE BY QUIT CLAIM DEED.** Seller shall convey the Property at Closing by Quit Claim Deed to the Buyer in the form attached hereto as **Exhibit A: Form of Quit Claim Deed**.
8. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party. This Contract shall be binding upon the successors in interest or heirs of either party.
9. **SPECIAL TAXING DISTRICT. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**

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Bryn K. Wintz  
Mineral County Clerk

ATTACHMENT A: CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

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Eryn K Wirz  
Mineral County Clerk

CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

- 10. **CLOSING.** Closing shall be scheduled for a time and place mutually acceptable to Buyer and Seller on or before December 31, 2011. All Closing costs (including copies, mailings, delivery, and recording fees) shall be paid 1/2 by Buyer and 1/2 by Seller at Closing, provided that Closing costs shall not exceed \$1,000.00 total. Each party shall pay their own attorney's fees. All taxes including but not limited to real property, personal property, sales and excise tax, shall be paid by Buyer.
- 11. **TITLE INSURANCE.** Seller is not providing any title insurance with the sale and purchase of the Property.
- 12. **LEGAL REPRESENTATION.** Buyer and Seller acknowledge and understand that this Contract has numerous legal provisions and that both Buyer and Seller are advised to obtain independent legal representation to review this Contract and advise them as to their respective rights and obligations hereunder. Furthermore, Buyer and Seller acknowledge that this Contract is not in a form approved by the Colorado Real Estate Commission.
- 13. **ORDINANCE NO. 367.** Buyer acknowledges this Contract is subject to the terms and conditions set forth in Ordinance No. 367.
- 14. **SIGNATURES.** The Buyer and Seller represent that they are authorized to execute this Contract and hereby provide their signatures as follows:

**SELLER: City of Creede, a Colorado Town**

By:   
Edward J. Skroch, Mayor Pro-Tem

Attest:   
Randi DePriest, Town Clerk

Approved  
as to Form:   
Eric J. Heil, Town Attorney

**BUYER: Tomkins Hardware Company, Inc.**

By:   
Robert D. Frederick





**Exhibit QC-1: Legal Description of Property**

Tomkins Hardware Lumber Yard

A parcel of land being a part of the right-of-way for the former Denver & Rio Grande Railroad – Creede Branch, in the Townsite of Amethyst, located in the S½ SE¼ Section 25, T.42N., R.1W. (suspended), N.M.P.M., Creedmoor, City of Creede, Mineral County Colorado, which parcel contains 0.35 acres, more or less, and is more particularly described by metes and bounds as follows: Beginning at the SW corner of the parcel herein described, whence the S¼ corner for said Section 25, a 1966 BLM brass cap, bears S 84°47'24" W a distance of 1227.87 feet; thence N 02°23'35" W a distance of 142.48 feet; thence N 90°00'00" W a distance of 7.63 feet; thence N 00°02'45" W a distance of 18.61 feet; thence N01°07'20"W a distance of 30.55 feet; thence N00°31'21"E a distance of 35.24 feet to a point of curvature; thence 33.97 feet along the arc of a curve to the right having a radius of 110.86 feet and a central angle of 17°33'32" the long chord of which curve bears N 09°18'07" E a distance of 33.84 feet; thence N 18°04'53" E a distance of 13.91 feet to the NW corner of the parcel herein described; thence N 70°29'53" E a distance of 23.81 feet to the NE corner of the parcel herein described; thence along the west edge of an existing up-platted 15 foot wide alley, more or less parallel to and measured from the west edge of an existing concrete gutter pan, for the following eleven (11) courses: S11°34'53"E a distance of 10.03 feet, S15°04'56"E a distance of 40.74 feet, S 13°25'19" E a distance of 19.97 feet, S 12°50'11" E a distance of 21.03 feet, S 11°55'32" E a distance of 19.45 feet, S 09°14'40" E a distance of 19.62 feet, S 08°39'59" E a distance of 30.04 feet, S 09°18'59" E a distance of 19.78 feet, S 07°48'02" E a distance of 29.79 feet, S 06°54'55" E a distance of 39.71 feet, and S 06°29'33" E a distance of 35.03 feet to the SE corner of the parcel herein described; thence S 89°14'51" W a distance of 67.97 feet to the place of beginning, and SUBJECT TO a 6 foot wide easement for a propane tank on the east side of the foregoing description, which easement is more particularly described as follows: Commencing at the SE corner of the foregoing described parcel: thence N 06°29'33" W a distance of 35.03 feet; thence N 06°54'55" W a distance of 8.35 feet to the Point of Beginning, identical to the SE corner of the 6 foot wide easement for a propane tank; thence S 83°05'05" W a distance of 6.00 feet to the SW corner of the said easement for a propane tank; thence N 06°54'55" W a distance of 16.00 feet to the NW corner of the said easement for a propane tank; thence N 83°05'05" E a distance of 6.00 feet to the NE corner of the said easement for a propane tank; thence S 06°54'55" E a distance of 16.00 feet to the Point of Beginning, and SUBJECT TO any and all existing easements and/or rights-of-way of whatsoever nature.

**Exhibit QC-2: Reservation of Right of First Refusal to Repurchase Property****RIGHT OF FIRST REFUSAL TO REPURCHASE PROPERTY**

This Right of First Refusal to Repurchase Property ("Right of First Refusal") is reserved to the City of Creede, a Colorado town ("City"), as a reservation in the conveyance of the Property by Quit Claim Deed to Robert D. Frederick, Inc., DBA Tomkins Hardware Company, Inc., ("Owner") and the Right of First Refusal shall be subject to the terms and obligations set forth as follows:

- 1. Grant of Right of First Refusal.** Owner hereby acknowledges the reservation of City's Right of First Refusal and grants the same to the extent such Right of First Refusal is not reserved, the Right of First Refusal is the exclusive and irrevocable right of the City to repurchase the Property as defined in **Exhibit QC-1: Legal Description of Property**.
- 2. Exercise of Option.** City may exercise the Right of First Refusal at any time that the use of the Property as an active retail lumber yard for the retail sale of lumber and associated materials ceases for sixty (60) consecutive days. Evidence that the Property has ceased to be used as an active retail lumber yard shall include the failure of the Tomkins Hardware Company, Inc., business, or the successors or assigns ("Tomkins Hardware") to be open for retail business to the general public, the failure of Tomkins Hardware to pay sales taxes and/or property taxes (if due) to the City of Creede for sixty (60) consecutive days. City shall provide written notice via certified U.S. mail to Owner of City's election to Repurchase the Property.
- 3. Terms of Repurchase.** Owner shall execute a Quit Claim Deed to the City quit claiming the Owner's interest in the Property to the City, as described in Exhibit QC-1 within thirty (30) days of the date of determine the Repurchase Price as set forth below. The repurchase price ("Repurchase Price") shall be fair market value as determined in a manner mutually acceptable to both City and Owner. If City and Owner cannot agree to the manner of determining the fair market value at the time of exercising the Right of First Refusal, then the City and Owner shall each commission appraisals at the own expense and the City and Owner shall consider the average of the two appraisals as the fair market value. If City and Owner cannot agree that the average of the two opinions of appraised value constitutes fair market value, then the City and Owner shall select a mutually agreeable appraiser who shall render an opinion of fair market value that shall be binding on the City and the Owner. City and Owner shall close on the repurchase and conveyance of the Property to the City at a time and place mutually acceptable to the Owner and City, provided that both parties shall exercise reasonable, diligent and good faith efforts to cooperate in all respects related to the Closing. The City and Owner shall each pay one half of the Closing costs. If the City fails to pay the Repurchase Price to Owner upon Owner tendering the Quit Claim deed to the City then this Right of First Refusal shall automatically terminate and have no further force or effect.



- 4. **Term:** The Right of First Refusal shall expire on December 31, 2022, and shall thereafter terminate and have no further force or effect.
- 5. **Restriction on Encumbrances.** The Owner shall not encumber the Property with mortgages, deeds of trust, liens, easements or other encumbrances without the prior written consent of the City. Owner agrees that any mortgage, deed of trust or other encumbrance placed on the Property shall be subordinate to City's Right of First Refusal. Owner shall agree to pay all taxes due on the Property. To the extent any mortgage, deed of trust, lien, tax liability or other encumbrance exists on the Property at the time of City exercising the Right of First Refusal, City shall have the absolute right to reduce the Repurchase Price by the amount of such encumbrance.
- 6. **Possession.** City shall be entitled to possession of the Property at Closing, including all improvements and fixtures located on the Property and materials stored on the Property at the date and time of Closing.
- 7. **Successors and Assigns.** This Right of First Refusal shall be binding on the successors, heirs and assigns of Owner and shall run with and burden the land.
- 8. **Governing Law, Venue.** This Right of First Refusal shall be governed by the laws of Colorado. Venue for any dispute shall be in Mineral County, Colorado.
- 9. **Default and Remedies.** In the event of a default or breach of this Right of First Refusal by either party, the non-defaulting party shall be entitled to direct damages or specific performance, but shall not be entitled to indirect or consequential damages.
- 10. **Attorneys Fees and Costs.** In the event of any legal action between the parties (including successors, heirs or assigns) arising from this Right of First Refusal, the substantially prevailing party shall be entitled to collect and recover reasonable attorney fees and costs.
- 11. **Signatures.** The City and Owner represent that they are authorized to execute this Right of First Refusal and hereby provide their signatures as follows:

**SELLER: City of Creede, a Colorado Town**

By: Edward J. Skroch  
Edward J. Skroch, Mayor Pro-Tem

Attest: Randi DePriest  
Randi DePriest, Town Clerk

Approved  
as to Form: Eric J. Heil  
Eric J. Heil, Town Attorney

**BUYER: Tomkins Hardware Company, Inc.**

By: Robert D. Frederick  
Robert D. Frederick



## Site Specific Improvement Plan

This Site Specific Development Agreement is made by and between Tomkins Hardware Company Inc. hereafter "Applicant" and the City of Creede, a Colorado municipality hereafter "City" and together "Parties".

### RECITALS:

- A. The Parties have been discussing the Applicant's request for a replat of the parcel of land used as a lumber yard as described in their Land Use Application dated April 5, 2011.
- B. The Applicant purchased the Tomkins Lumber Yard property from the City per Ordinance # 367 and desires to re-plate and develop the property.
- C. The intent of this Agreement is to facilitate the City's ability to evaluate and execute the applicants' requests in a timely fashion while adhering to the State provision of Article 68 of Title 24 C.R.S. and our land use regulations (Section 1-16-1)

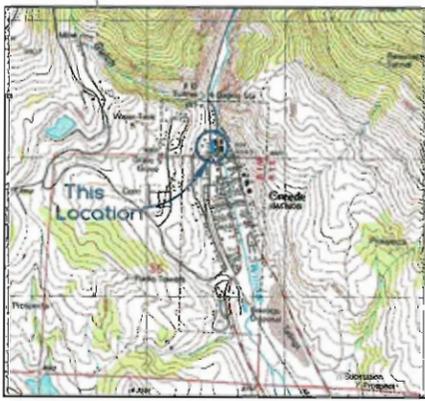
The Parties agree to the following steps.

- 1. The Applicant retained the services of an engineering company to survey and provide a legal description of the property to be re-platted and developed.
- 2. The Planning Commission heard a presentation on April 12, 2011 and initiated a dialogue for the development of this property to be considered by the Board of Trustees.
- 3. The Applicant agrees to develop the property in cooperation with the City's desires to provide room for parking and room for a sidewalk/trail on the southwest side of the property as drawn on the re-plate survey.
- 4. The Applicant agrees to remove the railroad tracks on the property.
- 5. The Planning Commission reviewed and discussed the replat & development agreement at their July 12, 2011 meeting.
- 6. The town manager will send certified return receipt requested letters to adjacent property owners and a notice will be put in the local paper announcing a public hearing at the Board of Trustees Sept. 6, 2011 meeting.
- 7. The town manager will prepare a resolution for re-plating the property and schedule a public hearing at the Board of Trustees September 6, 2011 meeting.

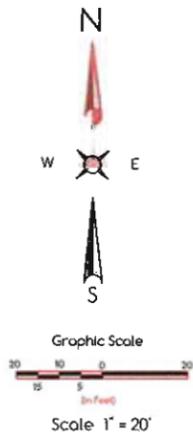


# RE-PLAT OF BLOCK 25-A IN CREEDMOOR

A part of the former right of way for the  
Denver & Rio Grande Railroad - Creede Branch,  
Creedmoor,  
City of Creedmoor,  
In the Townsite of Amethyst,  
Located in the S½SE¼ Section 25,  
Township 42 North, Range 1 West (suspended),  
New Mexico Principal Meridian,  
Mineral County,  
Colorado.



LOCATION MAP



### LEGEND

- Property Boundary
- Set Pin with Plastic Cap, PL-523891
- Utility Pole
- Overhead Public Utility
- BLM Brass Cap (N Cor.)
- Sanitary Sewer Protected from Receipt # 63573
- Centerline Narrow Gauge Railroad
- Propane Tank
- The Line, Former Limit Railroad, or Street Projection

### Bearing Basis

Courses are based on a bearing of S89°43'37"W by means of the SE corner and the SW corner for Section 25, both set by the U.S. D.O.L. B.L.M. with brass capped pipes, determined by gas observations and tied to this survey by traverse.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT the Robert D. Frederick, Inc., DBA Tomkins Hardware Company Inc., is the owner of that real property as authorized by City of Creedmoor Ordinance No. 367 being a Fraction of the Former Denver and Rio Grande Western Railroad R.O.W., located within the Limits of the City of Creedmoor, Mineral County, Colorado.

THAT it has caused said real said real property to be replatted and designated as the RE-PLAT OF BLOCK 25-A IN CREEDMOOR, which property is more particularly described by metes and bounds as follows:

### RE-PLAT OF BLOCK 25-A IN CREEDMOOR (Perimeter Description)

A portion of land being a part of the former Denver & Rio Grande Railroad - Creede Branch, in the Townsite of Amethyst, located in the S½SE¼ Section 25, T42N, R1W, (Suspended), NMP34L, Creedmoor, City of Creedmoor, Mineral County, Colorado, which parcel contains 0.35 acres, more or less, is hereby replatted and bounded as follows: Beginning at the SW corner of the parcel herein described, where the SW corner for said Section 25, a 196 BLM brass cap, bears S89°43'37"W a distance of 1227.87 feet; thence N22°23'35"W a distance of 142.46 feet; thence N07°00'00"W a distance of 7.03 feet; thence S89°43'37"W a distance of 8.63 feet; thence S10°07'20"W a distance of 33.55 feet; thence S10°07'20"W a distance of 35.24 feet to point of curvature; thence 33.97 feet along the arc of a curve to the right having a radius of 103.84 feet and a central angle of 1°20'32" the long chord of which curve bears N09°18'17"E a distance of 33.84 feet; thence N10°14'33"E a distance of 13.91 feet to the NW corner of the parcel herein described; thence S10°07'20"E a distance of 23.88 feet to the NE corner of the parcel herein described; thence along the west edge of an existing un-detailed 8 foot wide alley, more or less parallel to and measured from the west edge of an existing concrete gutter pan, for the following eleven (11) courses: S13°34'33"E a distance of 10.00 feet, S10°14'54"E a distance of 49.74 feet, S17°25'27"E a distance of 31.39 feet, S10°07'20"E a distance of 25.00 feet, S15°35'23"E a distance of 19.46 feet, S05°14'40"E a distance of 19.42 feet, S05°15'29"E a distance of 30.04 feet, S05°18'37"E a distance of 19.76 feet, S07°48'02"E a distance of 21.29 feet, S05°14'32"E a distance of 30.71 feet, and S05°27'23"E a distance of 35.00 feet to the SE corner of the parcel herein described; thence S89°43'37"W a distance of 47.57 feet to the place of beginning, and SUBJECT TO a 6 foot wide easement for a propane tank on the west side of the foregoing described parcel, which easement is more particularly described as follows: Commencing at the SE corner of the foregoing described parcel, thence N10°07'20"W a distance of 35.00 feet; thence N69°54'52"W a distance of 48.35 feet to the point of beginning, identical to the SE corner of the 6 foot wide easement for a propane tank; thence S83°06'05"W a distance of 4.00 feet to the SW corner of the said easement for a propane tank; thence N10°07'20"W a distance of 14.00 feet to the NW corner of the said easement for a propane tank; thence S83°06'05"E a distance of 4.00 feet to the NE corner of the said easement for a propane tank; thence S24°54'55"E a distance of 14.00 feet to the point of beginning; and SUBJECT TO any other existing easements and/or rights of way of whatever nature.

### OWNER

Robert D. Frederick, Inc., DBA Tomkins Hardware Company Inc.

IN WITNESS WHEREOF, this instrument is executed this 13th day of September, 2011.

Robert D. Frederick  
President, Robert D. Frederick, Inc.  
DBA Tomkins Hardware Company Inc.

Attest:  
Secretary, Robert D. Frederick, Inc.  
DBA Tomkins Hardware Company Inc.

### ACKNOWLEDGEMENT

State of Colorado) ss  
County of Mineral)

The foregoing instrument was acknowledged before me this 13th day of September, 2011 A.D. by Robert D. Frederick as President of Robert D. Frederick, Inc., DBA Tomkins Hardware Company Inc., and attested to by its Secretary.

Kassidy R. Mankowski  
Notary Public

My commission expires: 1-16-2013

### BOARD OF TRUSTEES CERTIFICATE

APPROVED this 13th day of September, 2011 A.D., Board of Trustees for the City of Creedmoor, Mineral County, Colorado.

Deborah Roughton-Miles  
Mayor - City of Creedmoor

Attest: Town Clerk

### SURVEYOR'S CERTIFICATE

I, Wm. B. Kitterman, a duly registered land surveyor in the State of Colorado do hereby certify that this plat was prepared from the data of an actual field survey performed by me and is true and correct to the best of my knowledge and belief.

### CLERK AND RECORDER'S CERTIFICATE

State of Colorado) ss  
County of Mineral)

I hereby certify that this instrument was filed in my office at \_\_\_\_\_ O'clock \_\_\_\_\_ M., the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., and is recorded under Reception No. \_\_\_\_\_ and is filed in

Map Book \_\_\_\_\_, Map No. \_\_\_\_\_

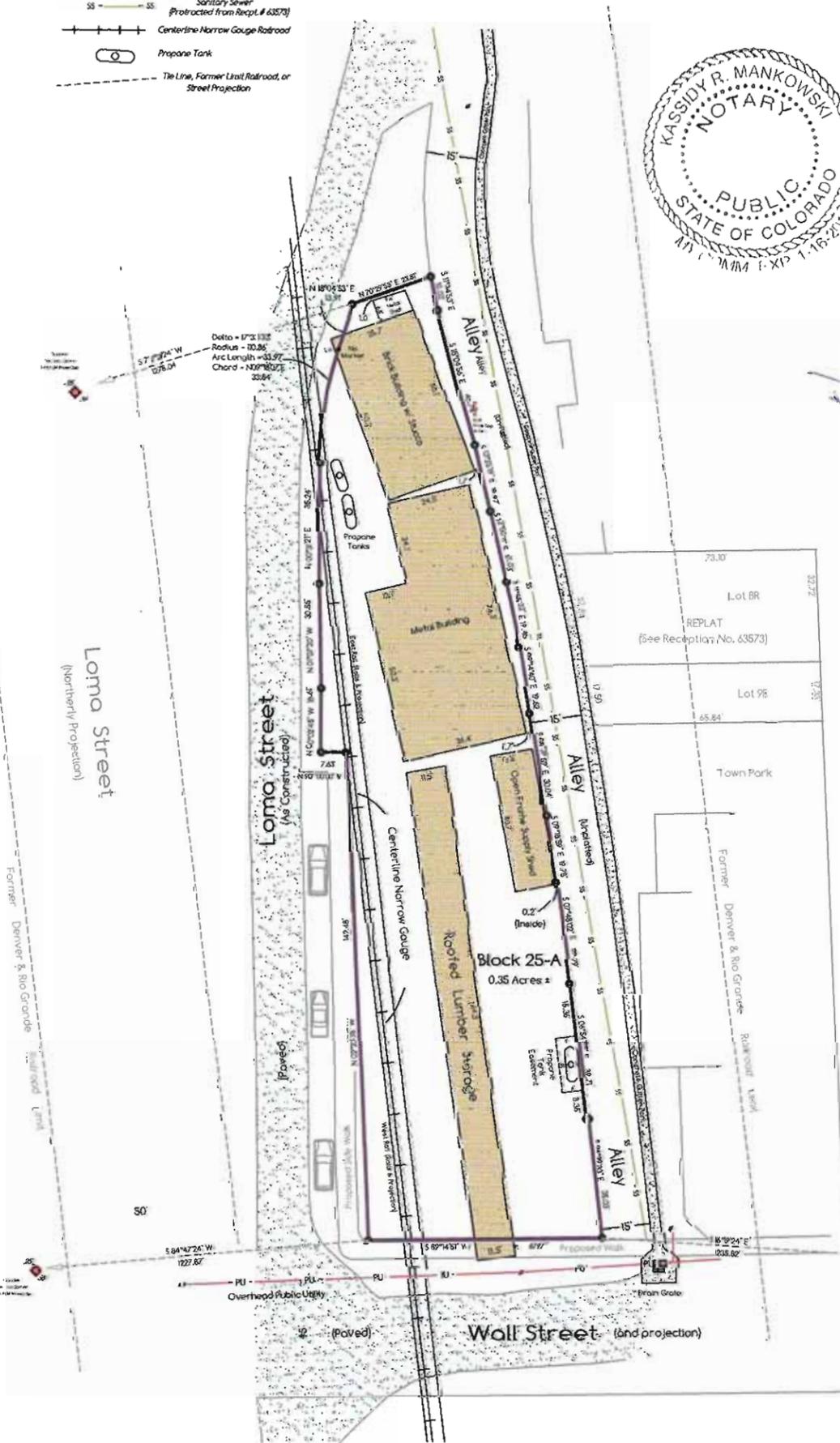


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Eryn K Wintz  
Mineral County Clerk

Main Street



### NOTES

- This survey was performed without the benefit of a title report or title opinion and in no way shall it be construed as a title opinion by this surveyor or Rincon Associates, Inc.
- D&RGW Railroad R.O.W. was determined by actual filed survey measurements of existing rails at the time of this survey.
- Certification Defined: The use of certification by a licensed professional land surveyor constitutes an expression of professional opinion regarding the facts and findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. (Colorado State Board Rules No. 6.2.2)

NOTE: According to Colorado law, you must determine if land registration fees are applicable to this survey. If there is a fee, it is your responsibility to pay it. If you do not pay the fee, the survey is void. This notice is for your information only and does not constitute a warranty or guarantee, either expressed or implied.

Rincon Associates, Inc.  
P.O. Box 955 - Aurora, CO 80010 (303) 891-9444

RE-PLAT OF BLOCK 25-A IN CREEDMOOR  
A part of the former right of way for the  
Denver & Rio Grande Railroad - Creede Branch,  
Creedmoor,  
City of Creedmoor,  
In the Townsite of Amethyst,  
Located in the S½SE¼ Section 25,  
Township 42 North, Range 1 West (suspended),  
New Mexico Principal Meridian,  
Mineral County,  
Colorado.

Drawn by: WDK August 2011  
Job No. 29564 Sheet 1 of 1

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Eryn K Wintz  
Mineral County Clerk



### CORRECTION QUITCLAIM DEED

THIS DEED, made this 1<sup>st</sup> day of December, 2011, between Robert D. Frederick, Inc., DBA Tomkins Hardware Company, Inc., of the \*County of Mineral and State of Colorado, grantor(s), and City of Creede, a Colorado Town, Mineral County, Colorado, grantee(s),

WITNESS, that the grantor(s), for and in consideration of the sum of ten dollars and no/100 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents do remise, release, sell and QUITCLAIM unto the grantee(s), its, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) have in and to the real property, together with improvements, if any, situate, lying and being in the County of MINERAL and State of Colorado, described as follows:

That portion of Section 25, Township 42 North, Range 1 West, N.M.P.M., lying West of the Eastern side of the concrete gutter pan in Block 25, Creedmoor, Mineral County, State of Colorado.

The intent of this deed is to correct the signature line and notary line on deed recorded June 13, 2011 under Reception No. 67022.

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

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(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s) its successors and assigns forever.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Robert D. Frederick  
Robert D. Frederick Inc., DBA Tomkins Hardware Company, Inc.,  
by Robert D. Frederick President

STATE OF Colorado  
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2011 by Robert D. Frederick President of Robert D. Frederick Inc., DBA Tomkins Hardware Company, Inc.



My Commission Expires  
09/17/2013

Witness my hand and official seal.

My commission expires: 9/17/2013

Betty L. Baldwin  
Notary Public

\*If in Denver, insert "City and"

1110-938

Name and Address of Person Creating Newly Created Legal Description (§ 3835-106.5, C.R.S.)

TO: Creede Hardware & Lumber  
P O Box 129  
Creede, CO 81130

DATE: January 9, 2012

ORDER NO: 01110238

ATTN:

SELLER/BUYER: Robert D. Frederick Inc./Creede  
Hardware & Lumber Real Estate  
LLC

TAX PARCEL: 476325422002

ADDRESS: 127 North Main Street

PLEASE FIND ATTACHED:

TITLE COMMITMENT

ENDORSEMENT/UPDATE

TAX CERTIFICATE

OTHER: Owner's Policy - Orig. WD

CHARGES (\$)	COPIES OF THE ENCLOSED DOCUMENTS HAVE BEEN DELIVERED TO;
	<p>Robert D. Frederick 2686 Highway 50 Grand Junction, Co. 81503 Orig. Stmt. Author. #67334 and #67335</p> <p>City of Creede Creede, CO. 81130 Orig. Crtn. QC Deed #67332</p>
<b>TOTAL</b>	

*Thank You for Choosing Rio Grande Mineral Title, LLC*

580 Columbia Ave • Del Norte, CO 81132 • (719) 657-3366 • Fax (719) 657-2395