



**CITY OF CREEDE, COLORADO
ORDINANCE NO. 368**

**AUTHORIZING A SETTLEMENT AGREEMENT FOR THE PETERSEN QUIET
TITLE ACTION; APPROVING A LICENSE AGREEMENT; ACCEPTING PROPERTY
BY QUIT CLAIM DEED; AND AUTHORIZING A DISCLAIMER OF INTEREST**

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

WHEREAS, Lee Edward Petersen and Virginia Petersen (the “**Petersens**”) filed a Complaint to Quiet Title Under Rule 105, 2010CV13, in District Court Mineral County Colorado (the “**Litigation**”) regarding certain property owned by the Petersen s with the City of Creede; and,

WHEREAS, the Board of Trustees and the Petersens desire to enter into a Settlement Agreement to resolve the Litigation; and,

WHEREAS, at a special meeting held by the Board of Trustees on November 15, 2011, in open session, the Trustees discussed and decided, by motion with a majority of the quorum present voting in favor, to approve this ordinance; and,

WHEREAS, the Board of Trustees has determined that the approval of the Settlement Agreement, approval of the Non-Exclusive Revocable License Agreement, and acceptance of certain property quit claim deed from the Petersens and approval of a Disclaimer of Interest in the Litigation is in the best interests of the City of Creede and its citizens because such actions will provide certainty as to the property boundaries of private property and City property and public right-of-ways within the City, that the Board of Trustees further finds that terms of the Settlement Agreement are equitable and fair, and that resolution of the Litigation and associated property disputes 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. Settlement Agreement. The Settlement Agreement attached as **Exhibit A: Settlement Agreement** is hereby approved. The Mayor (or Mayor Pro-Tem or Acting Mayor) and the Town Clerk (or Deputy Town Clerk) are authorized to execute the Settlement Agreement in a form which is materially the same as the form attached to this Ordinance. As part of the Settlement Agreement, Petersens agree to revise the survey of the property which is the subject of the quiet title action in the Litigation to the property described in **Exhibit A-1: Petersen Survey**.



Section 3. Non-Exclusive Revocable License Agreement. The Non-Exclusive Revocable License Agreement (“License Agreement”) attached as **Exhibit A-2: License Agreement** is hereby approved. The Mayor (or Mayor Pro-Tem or Acting Mayor) and the Town Clerk (or Deputy Town Clerk) are authorized to execute the License Agreement in a form which is materially the same as the form attached to this Ordinance.

Section 4. Acceptance of Property Authorized. The Town Board hereby approves the acceptance of the Property conveyed by quit claim deed from Lee Edward Petersen and Virginia Petersen (“Petersen Quit Claim Deed”) in the form attached as **Exhibit A-3: Form of Petersen Quit Claim Deed**.

Section 5. Approval of Disclaimer of Interest. The Town Board hereby approves the Disclaimer of Interest in the Litigation as set forth in **Exhibit A-4: Form of Disclaimer of Interest**.

Section 6. 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 7. 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 8. 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 SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, ON November 15, 2011.

By:  Attest: 
Deborah Roughton-Miles, Mayor 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 November 16, 2011 and published by title only on November 24, 2011 in the Mineral County Miner.

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



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("**Settlement Agreement**") is entered into as of November 15, 2011 by and between Lee Edward Petersen and Virginia Petersen (the "**Petersens**") and the City of Creede ("**Creede**") (collectively referred to as the "**Parties**").

RECITALS

- A. The Parties are currently involved in litigation pending in the District Court, County of Mineral, State of Colorado, Civil Action No. 2010CV13 (the "**Litigation**") to quiet title in certain property located in the City of Creede; and,
- B. The Parties expressly deny any and all allegations asserted against them in the Litigation, and each party maintains that the claims and counterclaims that they asserted had substantial merit; and,
- C. To avoid the ongoing expense and uncertainty associated with the Litigation, the Parties desire to fully and finally settle, resolve, and terminate all claims, differences, disputes, and disagreements they have relating to the Property.

AGREEMENT AND RELEASE

In consideration of the foregoing Recitals and the promises, covenants, and other agreements contained in this Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Creede will pass Ordinance No. 368, **AUTHORIZING A SETTLEMENT AGREEMENT FOR THE PETERSEN QUIET TITLE ACTION; APPROVING A LICENSE AGREEMENT; ACCEPTING PROPERTY BY QUIT CLAIM DEED; AND AUTHORIZING A DISCLAIMER OF INTEREST**
- 2. Petersens will modify the survey boundary of the property they are seeking to quiet title to such property as described in Exhibit A-1: Petersen Survey.
- 3. Creede will execute the License Agreement as defined in Ordinance No. 368 and attached hereto as Exhibit A-2: Form of License Agreement.
- 4. Petersens will execute and deliver a quit claim deed conveying portions of Lots 16 through 20, Block 5, Creedemoor, Creede, Colorado in the form attached as Exhibit A-3: Form of Petersen Quit Claim Deed.
- 5. Creede will execute and immediately file the Disclaimer of Interest disclaiming interest in portions of Loma Street as claimed by the Petersens in the form attached as Exhibit A-4: Form of Disclaimer of Interest after passage of this Ordinance at its November meeting.



6. Petersens agree to pay up to \$750 to Creede for legal costs associated with preparing documents for execution by the City.
7. Creede agrees pay the Petersens for all survey costs associated with requesting that the northern property line run along and between Lot 15 and Lot 16.
8. Petersens hereby release Creede from all claims that they currently know about or should know about relating to the Property
9. After the approval of Ordinance No. 368, the execution by the Petersens of the Quit Claim Deed, and the filing of the Disclaimer of Interest in the Property, Creede will record the Quit Claim Deed.
10. The Parties acknowledge that all Parties have freely entered into this Settlement Agreement and that none of them has been subjected to coercion by any other Party or by any other person or persons with respect to this Settlement Agreement. The Parties further represent and warrant that the signatories on this Settlement Agreement have full, complete and actual authority to bind the persons and entities that they purport to represent. To the extent that a vote of any governing board of any public body or quasi-public body is necessary to effectuate this Settlement Agreement, the executing party represents and warrants that such vote has already taken place and all necessary approvals have been secured.
11. The Parties acknowledge that they have been represented by legal counsel with respect to this Settlement Agreement, or have voluntarily chosen to not be so represented, that they have sought advice to the extent they deem appropriate, and that they fully and completely understand all of the terms and conditions set forth herein.
12. The Parties warrant that no other promise or inducement has been offered except those set forth in this Settlement Agreement and incorporated documents and that this Settlement Agreement is in full accord and satisfaction of and for any and all claims not expressly excluded above that were asserted or could have been asserted in the Litigation.
13. The Parties agree that, in the event of any breach of this Settlement Agreement, the prevailing party shall be entitled to all reasonable costs and expenses, including reasonable attorneys' fees incurred in any proceedings to enforce this Settlement Agreement.
14. In the event that a court of competent jurisdiction enters a judgment declaring any material provision of this Settlement Agreement to be invalid or unenforceable, the remainder of this Settlement Agreement shall continue in full force and effect, and the remaining provisions shall be deemed modified to the extent necessary to comply with the judgment.
15. This Settlement Agreement may be executed in multiple parts and each shall have the effect of an original.
16. This Settlement Agreement shall be governed by the laws of the State of Colorado.

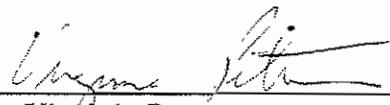
17. All of the terms, provisions, covenants, and conditions of this Agreement are binding upon and shall inure to the benefit of the Parties and their respective successors and assigns to the extent allowable by applicable law.

CITY OF CREEDE

By:  Attest: 
Deborah Roughton-Miles, Mayor Randi De Priest, Town Clerk

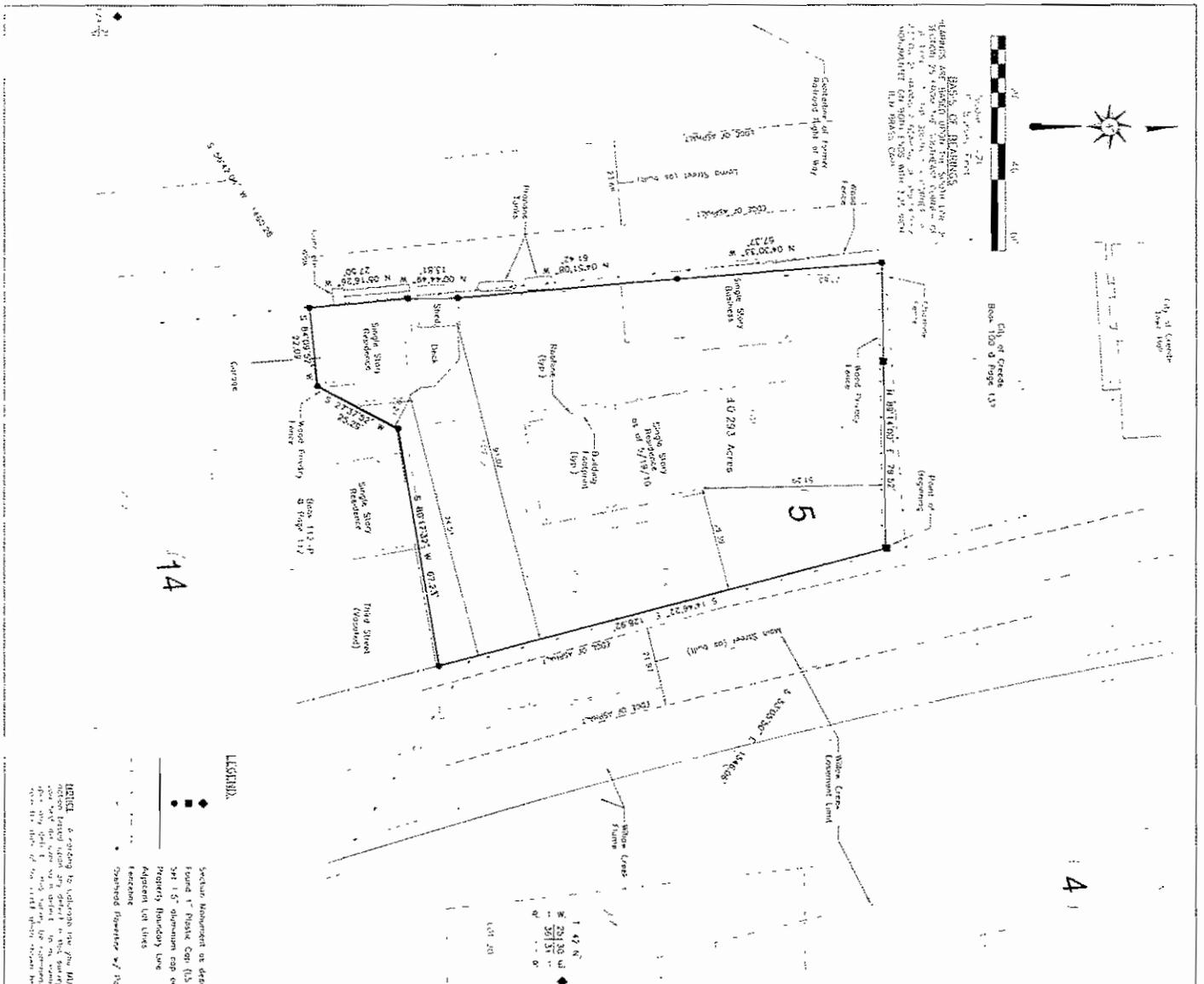
Approved
as to Form: 
Eric J. Heil, Town Attorney

PETERSENS:

By:  By: 
Lee Edward Petersen Virginia Petersen



[Insert Petersen Survey: Reference Version and Date]



RESULTS OF SURVEY

QUIET TITLE ACTION CASE #2010 CV 13

MINERAL COUNTY DISTRICT COURT

Loc. in the SE 1/4 Section 25 T. 42 N., R. 1 W., N.M.P.M., Mineral County, Colorado

LEGAL DESCRIPTION OF LANDS ACQUIRED
Lots 16, 17 and 18, Block 5, end of all that part of third street between Block 14 and Block 5, Creedmore, Mineral County, Colorado

LEGAL DESCRIPTION PER BOOK 101 & PAGE 347 (MARRIAGE DEED)
Lot 19, Block 5, and Lot 1, east the east 80 feet thereof in Block 14, all in Creedmore, Mineral County, Colorado

SURVEY NOTES
1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE OPINION AND IN NO WAY SHALL IT BE CONSIDERED AS A TITLE OPINION BY THE SURVEYOR OR DATA COMPILING, INC. EXCEPT AS SHOWN. CLIENT DID NOT WANT TO HAVE DATA ENLIGHTENED SURVEY, INC. RESEARCH AND SHOW RECORDS OR APPARENT FACTS THAT MAY AFFECT HIS PROPERTY. HIS SURVEY REVIEWED THEIR RECORD DOCUMENTARY REVEREND HEREON FOR THE DETERMINATION OF ALL DOCUMENTED DEFICIENCY.
2. CONVICTION DEFINED THE USE OF THE WORDS "CERTIFY" OR "CERTIFICATION" BY A LICENSED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE SET FORTH IN THIS REPORT. THIS REPORT IS NOT A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND. OTHER DEFICIENCIES OR MATERIAL DEFICIENCIES SHOULD BE REPORTED TO THE SURVEYOR AT THE TIME OF THE SURVEY.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE OPINION AND IN NO WAY SHALL IT BE CONSIDERED AS A TITLE OPINION BY THE SURVEYOR OR DATA COMPILING, INC. EXCEPT AS SHOWN. CLIENT DID NOT WANT TO HAVE DATA ENLIGHTENED SURVEY, INC. RESEARCH AND SHOW RECORDS OR APPARENT FACTS THAT MAY AFFECT HIS PROPERTY. HIS SURVEY REVIEWED THEIR RECORD DOCUMENTARY REVEREND HEREON FOR THE DETERMINATION OF ALL DOCUMENTED DEFICIENCY.
4. CONVICTION DEFINED THE USE OF THE WORDS "CERTIFY" OR "CERTIFICATION" BY A LICENSED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE SET FORTH IN THIS REPORT. THIS REPORT IS NOT A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND. OTHER DEFICIENCIES OR MATERIAL DEFICIENCIES SHOULD BE REPORTED TO THE SURVEYOR AT THE TIME OF THE SURVEY.

SURVEYOR'S CERTIFICATE
I, JOHN L. LUTHELL, A REAL ESTATE LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THIS PLAN OR MAP WAS PREPARED FROM THE RESULTS OF AN ACTUAL FIELD SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON THE PROMPTED INFORMATION AND DATA, AND IT IS IN ACCORDANCE WITH APPLICABLE STATUTES OF THIS STATE.

FOR AND ON BEHALF OF
DAVID ENRIQUETA SERVICE, INC.
DAVID ENRIQUETA SERVICE, INC.
44452500, 215.689.2894
144 S. 2190 9th Street
DENVER, CO 80202

RESULTS OF SURVEY
QUIET TITLE ACTION CASE #2010 CV 13
MINERAL COUNTY DISTRICT COURT
Loc. in the SE 1/4 Section 25 T. 42 N., R. 1 W., N.M.P.M., Mineral County, Colorado

NOT MADE WITHOUT ORIGINAL SURVEY AND SEAL
DATE: 11/11/11
BY: J. LUTHELL
TITLE: SURVEYOR

LEGEND
Section Monument as depicted
Fence 1" Plastic Cap (15 3/8x1)
1/2" 1.5" aluminum cap on no 3/4" rebar (15.35x0.63)
Property Boundary Line
Adjacent Lot Lines
Checked Features w/ Note



**NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT
(NON-REVOCABLE BY CITY UNTIL JANUARY 1, 2015)**

**AN AGREEMENT BY AND BETWEEN THE CITY OF CREEDE, COLORADO AND LEE EDWARDS
PETERSEN AND VIRGINIA B. PETERSEN FOR THE GRANT OF A REVOCABLE ENCROACHMENT
LICENSE TO USE A PORTION OF LOMA STREET**

1.0 PARTIES. The parties to this agreement ("**Agreement**") are the CITY OF CREEDE, COLORADO, a Colorado municipality (the "**City**") and Lee Edward Petersen and Virginia B. Petersen (the "**Licensee**"). This Agreement is effective upon execution by the Licensee and following execution by the Mayor on the date indicated below.

2.0 RECITALS AND PURPOSE.

2.1. The City is the owner of certain property located in the City of Creede, Mineral County, Colorado, commonly known as Loma Avenue ("**City Property**").

2.2. As a condition of and partial consideration for the City executing the Disclaimer of Interest for the quiet title action filed in Mineral County District Court, Case Number: 2010 CV 13, the City is willing to grant a non-exclusive revocable license to the Licensee under the terms and conditions as hereinafter specified in this Agreement provided that nothing in this Agreement shall waive or modify any obligation to seek building permits, variances, or other approval necessary to meet any obligation imposed by law. The Licensee remains obligated to apply for and obtain all necessary permits and approvals, pay all required fees, and comply with all applicable local laws, including but not limited to any applicable provisions in the Creede Municipal Code and in the Creede Land Use Code.

3.0 TERMS AND CONDITIONS.

3.1. The City hereby grants to the Licensee a non-exclusive revocable license for the use of a portion of the City Property for the encroachment of two propane tanks, porch structures for the buildings shown as "Single Story Business" and "Shed," the concrete walk and the Wood Fence on the west side of the Peterson property as depicted on Exhibit A-1: Petersen Survey, and other uses incidental to use of Licensee's property.

3.2. The license provided by this Agreement shall be non-revocable by the City until 2015. After January 1, 2015, the City may terminate this Agreement and revoke the license granted hereby at any time thereafter in the case of a declaration by the Town Board of the City of Creede by giving written notice to the Licensee at least three (3) months in advance of the effective date of termination (provided that if the date of revocation of the license provided by this Agreement is during the winter months of November through April then the City shall pay for the costs of relocating the propane tanks and/or Wood Fence situated on the Loma Street right-of-way).

3.3. The Licensee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Licensee or any of its employees, agents, partners, or lessees, in encroaching upon the City Property. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the City for all claims, damages, liability, or court



awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim in whole or in part that all or any portion of the Private Improvements and encroachment permitted by this Agreement constitutes a dangerous and/or unsafe condition within a public right-of-way.

- 3.4. The Licensee agrees that it will never institute any action or suit at law or in equity against the City or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising as a result of or from the revocable license granted to the Licensee by this Agreement. This provision includes but is not limited to claims relating to road maintenance, snow removal or other public works activities performed by or on behalf of the City.
- 3.5. The Licensee agrees to construct, maintain, and repair the Private Improvements placed or located on the City Property by the Licensee or its lessees, agents, employees, or other persons under the control or direction of the Licensee pursuant to this Agreement at the cost and expense of the Licensee and at no cost or expense to the City.
- 3.6. The Licensee agrees that the City is not liable, and will not assume any liability, responsibility, or costs for any damage, maintenance, or repair of any Private Improvements erected or maintained by the Licensee under this Agreement.

4.0 ASSIGNMENT. This Agreement shall not be assigned by the Licensee without the prior written consent of the City which may withhold its consent for any reason; provided that the City encourages the Licensee to inform any purchaser of the Licensee's property or interests of the existence of this Agreement and the City will promptly consider any request by the Licensee for assignment of this Agreement to such subsequent purchaser. Licensee may assign this License without prior written consent when the assignee is: 1) A trust for the benefit of Licensee; 2) a family partnership, family limited partnership, limited liability company, or other entity that where Licensee maintains a majority interest; 3) a third party lessee; and 4) upon Licensee's death when interest in Licensee's death is transferred through probate or similar process to Licensee's heirs.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

6.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. Invalidation of the Agreement in its entirety shall revoke any authorization, whether explicit or implied to the continuing use and occupancy of the City Property for the Private Improvements.



- 7.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this agreement shall be in the appropriate court for Mineral County, Colorado.
- 8.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- 9.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 10.0 UNDERLYING INTENT AND SCOPE. It is the intent of this Agreement that the City shall incur no cost or expense attributable to or arising from the construction, maintenance, or operation of the Private Improvements and encroachment permitted by this Agreement and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the encroachment shall be borne by the Licensee. This Agreement does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this Agreement shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.
- 11.0 AUTHORITY TO BIND PARTY. The undersigned persons represent that they are expressly authorized to execute this Agreement on behalf of the Parties and to bind their respective Parties and that the Parties may rely upon such representation of authority.
- 12.0 LEGAL FEES AND COSTS. In the event of legal dispute, the City and the Licensee shall each be responsible for their own legal expenses.
- 13.0 DATE OF AGREEMENT. This Agreement is dated November 15, 2011.
- 14.0 TERM OF AGREEMENT. This Agreement shall run until terminated by either the City or the Licensee in accordance with the terms herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK: SIGNATURE PAGE FOLLOWS]



CITY OF CREEDE:

By: Deborah Roughton-Miles
Deborah Roughton-Miles, Mayor

ATTEST:

Randi De Priest
Randi De Priest, Town Clerk

Approved as to Form:

Eric Heil
Eric Heil, Esq., Town Attorney

LICENSEE:

By: Lee Edwards Petersen
Lee Edwards Petersen

STATE OF COLORADO)
COUNTY OF MINERAL) ss.

The foregoing instrument was acknowledged before me this 17th day of November, 2011, personally by Lee Edwards Petersen

(SEAL) Commission expires: 7/13/13 Eryn K Wintz
Notary Public



MY COMMISSION EXPIRES
JULY 13, 20 13

LICENSEE:

By: Virginia B. Petersen
Virginia B. Petersen

STATE OF COLORADO)
COUNTY OF MINERAL) ss.

The foregoing instrument was acknowledged before me this 17th day of November, 2011, personally by Virginia B. Petersen

(SEAL) Commission expires: 7/13/13 Eryn K Wintz
Notary Public



MY COMMISSION EXPIRES
JULY 13, 20 13

Exhibit A-3: FORM OF PETERSON QUIT CLAIM DEED

QUIT CLAIM DEED

THIS DEED, made this 17 day of November, 2011, between Lee Edward Petersen and Virginia Petersen, GRANTORS, whose legal address is P.O. Box 812, Creede, CO 81130, and City of Creede, a Colorado statutory town, whose legal address is P.O. Box 457, Creede, CO 81130, GRANTEE.

WITNESSTH, That Grantor, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee and Grantee's heirs, successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has 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 in Exhibit QC-1: Legal Description of Property.

TO HAVE AND TO HOLD the same, together with all the 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 Grantee's heirs, successors, and assigns forever.

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

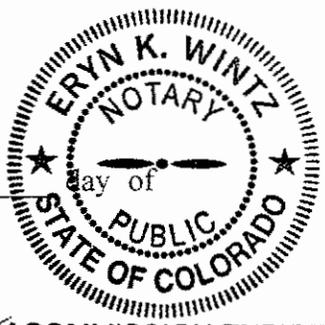
By: [Signature] Lee Edward Petersen By: [Signature] Virginia Petersen

State of Colorado } } ss County of Mineral }

The foregoing instrument was acknowledged before me this 17th day of November, 2011 by Lee Edward Petersen.

Witness my hand and official seal: My commission expires: 7/13/13

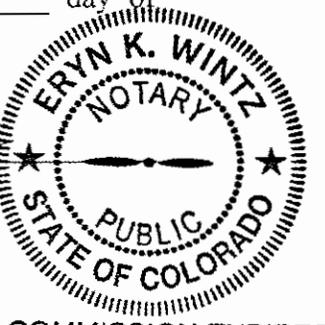
[Signature] Notary Public MY COMMISSION EXPIRES: JULY 13, 2013



The foregoing instrument was acknowledged before me this 17th day of November, 2011 by Virginia Petersen.

Witness my hand and official seal: My commission expires: 7/13/13

[Signature] Notary Public MY COMMISSION EXPIRES: JULY 13, 2013



67299 12 of 15 11/29/2011 11:23 AM ORDIN R\$81.00 D\$0.00 Eryn K Wintz Mineral County Clerk

Exhibit A-3: FORM OF PETERSON QUIT CLAIM DEED

Exhibit QC-1: Legal Description of Property

LEGAL DESCRIPTION OF A PORTION OF LOTS 16 THRU 20 BLOCK 5, CREEDMOOR

A Tract of Land located in the Southeast 1/4, Section 25, Township 42 North, Range 1 West (Suspended), of the New Mexico Principle Meridian and within the City Limits of Creede, known as Creedmoor, Mineral County, Colorado, being a easterly portion of Lots 16, 17, 18, 19 and 20, Block 5, Creedmoor, City of Creede and more particularly described by metes and bounds as follows:

The following bearings are based on the South Line of the SE1/4 Section 25 having a bearing of S 89°14'00" W, monumented on both ends with 3.25" BLM brass caps;
Beginning at the Northwest corner of the tract herein described from whence the Southeast Corner of Section 25 bears S53°05'48"E a distance of 1546.04 feet;
Thence N89°14'00"E a distance of 30.34 feet;
Thence S07°49'00"E a distance of 125.95 feet;
Thence S89°14'00"W a distance of 14.60 feet;
Thence N14°46'48"W a distance of 128.83 feet.

The tract, as surveyed above, contains 0.064 acres, more or less and is subject to any and all easements of whatsoever nature.

67299 11/29/2011 11:23 AM
13 of 15 ORDIN R\$81.00 DS0.00



Eryn K Wintz
Mineral County Clerk

DATED this 17 day of November, 2011.

Respectfully submitted,

s/ Eric J. Heil

Eric J. Heil, Esq.
Meredith Van Horn, Esq.
HEIL LAW & PLANNING, LLC
2696 S. Colorado Blvd., Ste. 550
Denver, CO 80222
Telephone: (303) 975-6120
Fax: (720) 836-3337
E-mail: eric@heillaw.com
E-mail: meredith@heillaw.com
ATTORNEYS FOR DEFENDANTS