REGULAR WORK SESSION

- Retreat Goals - Grossman
- North Creede Quiet Title Action
- Tomkins Lease Agreement Review
- CRT Advertisement
- Judge / Police Magistrate – Dooley / Skroch

NO FORMAL ACTIONS CAN BE TAKEN

Posted 12 / 13 / 13

OPEN TO THE PUBLIC

Work Session

City of Creede

From: "City of Creede" <creedemanager@centurytel.net>
To: <bill@dunn-law.com>
Sent: Wednesday, December 04, 2013 3:47 PM
Subject: Fw: Quiet Title

Good Afternoon Bill,

Hope you're staying warm and safe in this storm. Would it be possible to get a stipulation from Tom and Pat as Eric mentions below?

Clyde

If I don't hear from Bill I think we should at least write a letter to the court of these stipulations & have it recorded

----- Original Message -----
From: "Eric Heil" <ericheillaw@gmail.com>
To: "City of Creede" <creedemanager@centurytel.net>
Sent: Wednesday, December 04, 2013 12:52 PM
Subject: Re: Quiet Title

> Good eye on the paper Clyde. Do you know Bill Dunn? Without seeing the
> lots or knowing more, it would be best if the Plaintiff agreed to a
> stipulation with Creede that Creede will not file in quiet title action if
> Plaintiff agrees to acknowledge easement for water and sewer lines. But I
> don't know if the quiet title action is also seeking title to the Forest
> Service road. It probably does if the road is not described and excluded
> from the request to quiet title to the Lots, 22, 23 and 27, Block 44.
>
> Eric
>
>
> Eric J. Heil, Esq., A.I.C.P.
> Heil Law & Planning LLC
> 2696 S. Colorado Blvd, Ste 550
> Denver, CO 80222
>
> D 303.975.6120
> M 303.518.4678
>
> eric@heillaw.com
> www.heillaw.com
>
> This message contains confidential and privileged information. If you
> have received this message in error, please contact Heil Law & Planning
> LLC immediately and promptly delete this message.
>
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NO. 6164 Published in the Mineral County Miner on Thursday, November 28, December 5, 2013

DISTRICT COURT
Mineral County, Colorado
Court Address: 1201 North Main, P.O. Box 337
Creede, Colorado 81154
Telephone: (719) 658-2575 Fax: (719) 658-2764

Verso parties

Plaintiffs: Thomas H. Walters and Patricia Broce

v.

Defendants: The estate of Byron Fairchild, Frank Fairchild, Bunny Fairchild Schlough, Richard Fairchild, Wm. M. Farmby, Mrs. Jessie L. Major, and Mrs. Sophia Videll, their heirs and assigns; and all unknown persons who may claim any interest I the subject matter of this Quiet Title Action

▲ COURT USE ONLY ▲

Attorney for Plaintiffs: William F. Dunn, Reg. 1036
585 Columbia Avenue, Del Norte, Colorado 81132
Phone Number: (719) 657-3323
FAX Number: (719) 657-3320
E-mail: bill@dunn-law.com

Case Number 2013CV30006

Division Courtroom

SUMMONS

THE PEOPLE OF THE STATE OF COLORADO

TO THE ABOVE NAMED DEFENDANTS:

You are hereby summoned and required to appear and defend against the claims of the Complaint To Quiet Title filed with the Court in this action, by filing with the clerk of this court an answer or other response. You are required to file your answer or other response within 30 days after the service of this summons upon you. Service of this summons shall be complete on the day of the last publication. A copy of the Complaint To Quiet Title may be obtained from the Clerk of the Court.

If you fail to file your answer or other response to the Complaint to Quiet Title in writing within 30 days after the date of the last publication, judgment by default may be entered against you by the court for the relief demanded in the Complaint To Quiet Title without further notice.

This is an action *in rem* to quiet title to Lots 22, 23 and 27, Block 44 North Creede, in the County of Mineral, and State of Colorado.

Dated this 19th day of November, 2013

Published in the Mineral County Miner
First Publication: November 28, 2013
Last Publication: December 26, 2013

William F. Dunn, Reg. No. 1036

NO. 6161 Published in the Mineral County Miner on Thursday, November 28, December 5, 12, 19, 26, 2013

DISTRICT COURT, COUNTY (
STATE OF COLORADO, Alam
Courthouse, 702 Fourth Stree
81101

IN THE MATTER OF THE SAN
WATER CONSERVANCY DIST

The Applicant.

San Luis Valley Water Conserv
623 Fourth Street
Alamosa, Colorado 81101
Telephone: (719) 589-2230
Fax: (719) 589-2270
e-mail: slvwcdco1@qwestoffice

NOTICE IS HEREBY GIVEN
boundaries of the *San Luis Valley*
Jeffrey C. Johnson and Joanna R.
such lands being more particularly de

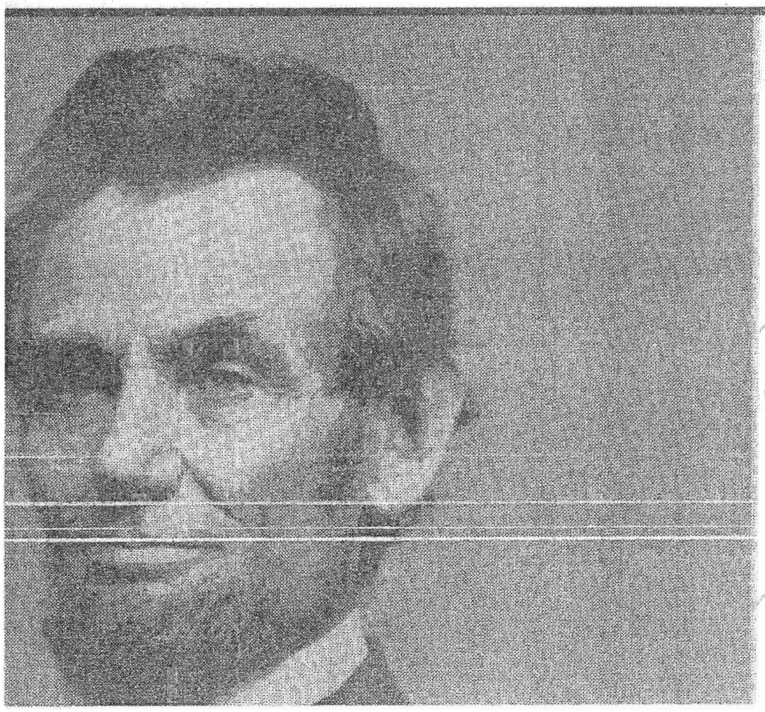
Tract 36 Moonshine Mes
located in the SE/4
NE/4 NW/4 and the NW/4 NE/4
N.M.P.M.

Whose Property Addre

The above owners have filed the
Conservancy District praying that su
Any and all persons interested in th
Conservancy District's Board of Direc
Grande Avenue, Del Norte, CO 811
which time the Board of Directors sha
thereto. Objectors to the Petition may
Valley Water Conservancy, 623 Fo
person interested in filing an objection
be deemed an assent on that inter
District as prayed for in the Petition.

SAN LUIS VALL
By /s/ Doug Mesick,

NO. 6163 Published in the Mineral County



Failed, faile

And the

They must rely on the strength of their title. And they've occupied this property for 15+ years.

DERSIST

Work Session

If Trustees like it send to Atty for his opinion.

TOMKINS LEASE AGREEMENT

This Agreement is entered into this 7th day of January 2014, by and between the City of Creede, a Colorado Town ("Landlord") and Tompkins Hardware ("Tenant"). Together ("Parties").

For good and valuable consideration, and for the mutual promises and covenants contained herein, the parties agree as follows:

1. Landlord hereby leases and lets to Tenant the property directly west of the Creede Historical Museum of approximately thirty-six (3,600) hundred square feet and described in the attached: "EXHIBIT "A".

2. This lease shall be for a term of five (5) years AND renewed automatically unless otherwise terminated by either party in writing.

3. Tenant shall use said premises for use as hardware inventory storage and associated activities.

4. Tenant shall pay Landlord an annual cost of property and casualty insurance. The Landlord will invoice the Tenant on **January 8th** of each year and if payment is not received within 30 calendar days, a penalty of $10.00 per month will be added.

5. Tenant shall pay Landlord an annual rental fee of $65.99. This will be calculated annually based on the current assessed value and assessment percentage in Mineral County and the City's mill levy. The 2014 fee is calculated as follows: Assessed value in Mineral County of $4.92 per square foot times the assessment percentage of twenty-nine percent (29.00%) times the City's mill levy of 12.848. The Landlord will invoice the Tenant on **January 8th** of each year and if payment is not received within 30 calendar days, a penalty of $10.00 per month will be added.
   [40' x 90' = 3600 sf.] [3600 x $4.92 x 29% x .012848 = $65.99]

6. Tenant further agrees to maintain the property in a manner, to the extent reasonably possible, free from common hazards to occupants and visitors to the premises.

7. Tenant further agrees and warrants that:

   a. Tenant shall not assign or sublet said premises or allow any other person or entity to occupy the leased premises without Landlord's prior written consent.

   b. Tenant shall comply with all building, zoning and health codes and other applicable laws for use of said property.

   c. Tenant shall be responsible for the cost of any material structural alteration to the premises. Any such alteration or installed fixtures shall become the property of the Landlord upon termination of this Lease, unless otherwise agreed to by the parties in writing. Tenant shall further notify landlord of any structural alterations.

   d. Tenant shall not conduct or permit to be conducted any activity or waste on the premises which violate any Federal, State or local regulations.

   e. Tenant shall not conduct or permit to be conducted any operation or activity on the premises which may be deemed to be hazardous or which would require an increase in the casualty insurance premium for the premises.

   f. Upon b reach of this Lease it shall return possession of the leased premises in good condition, wear and tear and fire casualty expected to the landlord.

DRAFT

g. **<u>The Landlord will credit the Tenant fifty ($50.00) dollars for the expense of clearing the property for any and all city events.</u>**

8. Tenant agrees and stipulates that in the event that it is in breach of the terms or covenants of this Lease, and does not correct said breach within ninety (90) days of receipt of written notice from Landlord, Landlord may enter and take possession of the premises without further notice or legal action.

9. The parties intend that this Lease shall be binding upon execution of the same and shall be binding and inure to the benefit of the parties, their successors, assigns, receivers or trustees.

10. The City shall not be liable for damages, of any kind or character, arising from this Agreement or the subject matter of this Agreement, to any entity or person whomsoever, except in the event of willful, deliberate or bad faith action.

11. Any notice required or permitted under this lease shall be deemed received by the party to whom it is addressed when, (1) hand-delivered to the party or (2), 3 days after the notice is placed in the United States mail. Notice should be addressed as follows:

City of Creede Attn: City Manager PO Box 457 Creede, CO 81130	Tompkins Hardware Attn: Nick Lenzini PO Box ___ Creede, CO 81130

12. The parties signing below represent and stipulate that they have the legal authority to enter into and execute this Lease and to be bound by the terms contained herein.

CITY OF CREEDE	TOMKINS HARDWARE
_____	_____
Mayor, Date Eric Grossman	Owner/Manager, Date Nick Lenzini

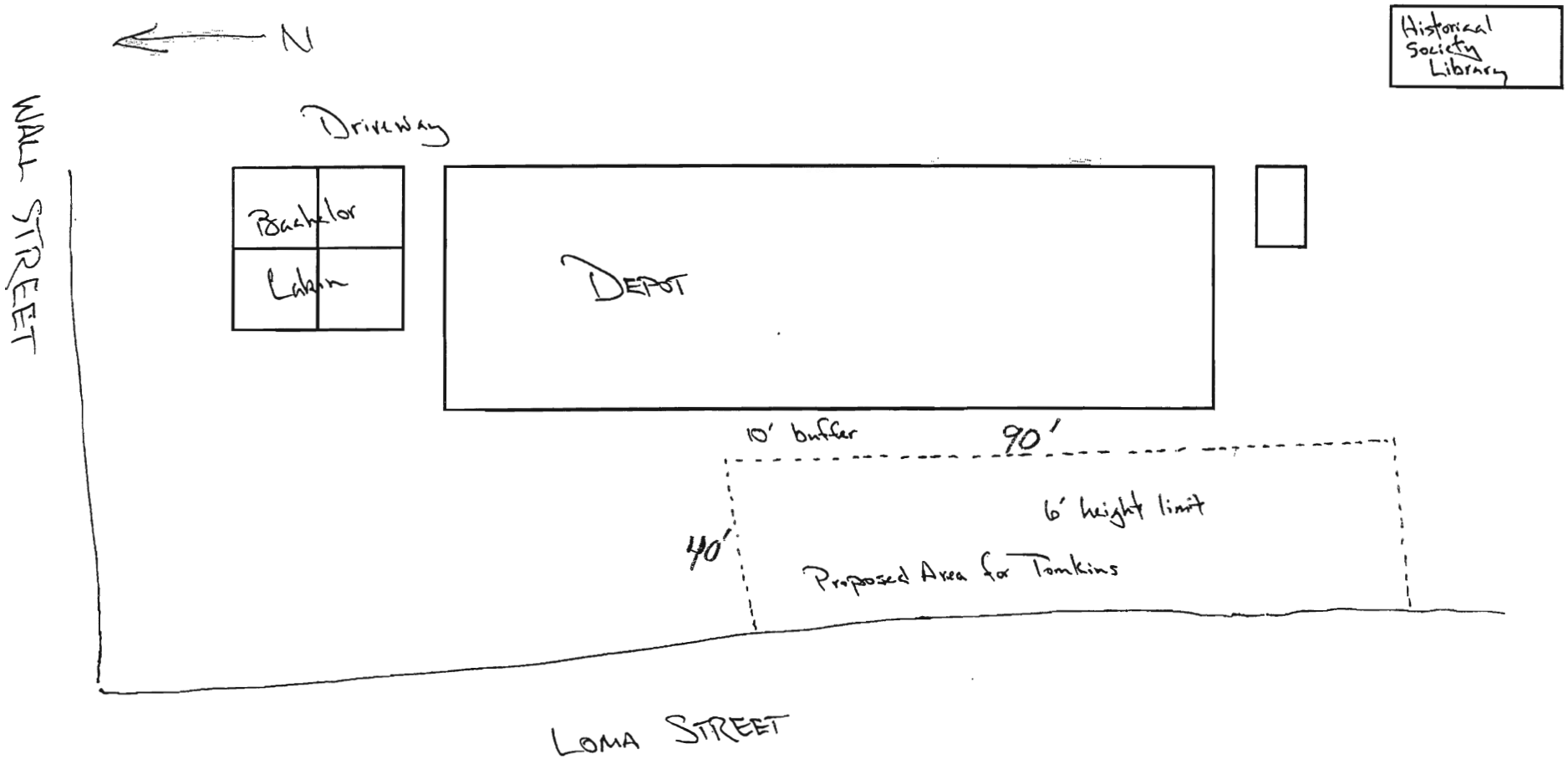
ATTEST

_____

City Clerk, Date
Randi Snead

DRAFT

Exhibit A



A very crude map
Not to Scale

City of Creede

A Colorado Town

authentic.

heritage.

home.

Est. 1892

Visit Town Hall:
2223 N. Main
Creede, CO 81130
www.colorado.gov/creede
719.658.2276