

ORDINANCE No. 410

VACATING PORTIONS OF LA GARITA AVENUE AND AUTHORIZING THE CONVEYANCE OF PROPERTY

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

WHEREAS, pursuant to CRS § 43-2-303(1)(a), a municipality has the power, by adoption of an ordinance, to vacate any roadway or part thereof within its jurisdiction and in accordance with CRS § 31-15-101(1)(d) a municipality has the authority to dispose of property as it deems appropriate; and

WHEREAS, The Harold Guy Dresser Jr. Revocable Trust is the owner of record for the North 35 feet of Lots 6, 7, and 8, Block 6, South Creede, City of Creede, located in the NE ¼ Section 36, Township 42 North, Range 1 West, New Mexico Principal Meridian, Mineral County, Colorado. The property it has occupied over the years includes a fenced portion of property platted as La Garita Avenue. The Harold Guy Dresser Jr. Revocable Trust also has a wooden front deck (approximately 5 feet by 25 feet) that encroaches onto La Garita Avenue; and

WHEREAS, Sharon Vick is the owner of the North 35 feet of Lots 6, 7, and 8, South of the North 35 feet of said Lots, in Block 6, South Creede, City of Creede, located in the NW ¼ Section 36, Township 42 North, Range 1 West, New Mexico Principal Meridian, Mineral County, Colorado. The property she has occupied over the years includes a fenced portion of property platted as La Garita Avenue; and

WHEREAS, the Planning Commission considered the boundary line agreement at their October 10, 2017 meeting and the Board of Trustees approved the same at their December 5, 2017 regularly scheduled meeting; and

WHEREAS, the Board of Trustees has determined that vacating these portions of La Garita Avenue and conveying them to the occupants is in the best interest of the town.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF CREEDE, A COLORADO TOWN, THAT:

SECTION 1: Pursuant to CRS § 31-15-101(1)(d) and CRS § 43-2-303(1)(a), these portions of La Garita Avenue, as described in Exhibit A and Exhibit B, are hereby vacated.

SECTION 2: The Board of Trustees hereby finds and determine that these vacations will not leave any usable land without an established public access and that these vacations are in the best interest, welfare, and safety of the inhabitants of the City of Creede.

SECTION 3: Subject to the terms of this Ordinance, the City will Quit-Claim the portion of La Garita Avenue as described in **Exhibit A**, along with any existing utility easements, to The Harold Guy Dresser Jr. Revocable Trust.

SECTION 4: Subject to the terms of this Ordinance, the City will Quit-Claim the portion of La Garita Avenue as described in **Exhibit B**, along with any existing utility easements, to Sharon Vick.

SECTION 5: The parcels will be re-platted by resolution, as "Tract 4R" and "Tract 5R" of Block 6, South Creede respectively and recorded in the Mineral County Clerk & Recorder's office.

SECTION 6: City Staff is authorized to correct any typographical, grammatical, cross-reference, or other errors which may be discovered in any documents associated with this Ordinance and documents approved by this Ordinance provided that such corrections do not change the substantive terms and provisions of such documents.

SECTION 7: If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or application of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Board hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, sub section, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

SECTION 8: This Ordinance shall take effect thirty days after the publication of this Ordinance by title only in accordance with C.R.S. §31-16-105.

INTRODUCED, APPROVED AND PASSED ON FIRST AND FINAL READING, on this 2nd day of January, 2018.

BY:

Jeffrey Larson 3 Jan 2018
Mayor, Jeffrey Larson, Date

ATTEST:

[Signature] 1/3/18
City Clerk, Randi Snead, Date

EXHIBIT A
QUIT CLAIM DEED
(City to Dresser)

THIS DEED, Made this ____ day of January 2018 between the **City of Creede**, a Colorado Town, whose address is PO Box 457, Creede Colorado 81130; (“Grantor”) and **The Harold Guy Dresser Jr. Revocable Trust** whose address is 1325 Raintree Place, Lawrence, Kansas 66044 (“Grantee”).

WITNESSETH, that the Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does remise, release, and quitclaim unto the Grantee, its successors and assigns forever, all the right title, interest, claim and demand which the 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 as follows:

A parcel of land located in the NE ¼ Section 36, Township 42 North, Range 1 West, New Mexico Principle Meridian, Mineral County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at the NW corner of Lot 6, Block 6, South Creede, City of Creede as platted; thence S 13° 45’ 08” E along the West line of said Block 6, a distance of 35.0 feet to the SW corner of the North 35 feet of said Lot 6; thence S 76° 14’ 52” W, along the Westerly projection of the South line of the North 35 feet of said Lot 6, a distance of 10.5 feet to its intersection with an existing N-S fence; thence N 13° 45’ 08” W, along the said N-S fence and its Northerly projection a distance of 35.0 feet; thence N 76° 14’ 52” E, along the Westerly projection of the North line of said Lot 6, a distance of 10.5 feet to the place of beginning, containing 0.008 acres more or less. This parcel is subject to any and all existing easements and/or rights of way of whatsoever nature.

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, either in law or equity, to the only proper use, benefit and behoof of the Grantee, their heirs and assigns forever.

IN WITNESS WHEREOF; Jeff Larson, Mayor of the City of Creede, Colorado, has executed this deed on the date set forth.

Dated this ____ day of January, 2018.

EXHIBIT B
QUIT CLAIM DEED
(City to Vick)

THIS DEED, made this ____ day of January 2018 between the **City of Creede**, a Colorado Town, whose address is PO Box 457, Creede Colorado 81130; (“Grantor”) and **Sharon Vick** whose address is 1131 Bryant Street, Fort Worth, Texas 76126 (“Grantee”).

WITNESSETH, that the Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does remise, release, and quitclaim unto the Grantee, its successors and assigns forever, all the right title, interest, claim and demand which the 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 as follows:

A parcel of land located in the NE¼ Section 36, Township 42 North, Range 1 West, New Mexico Principal Meridian, City of Creede, Mineral County, Colorado, being more particularly described by metes and bounds as follows:

Commencing at the NW corner of Lot 6, Block 6, South Creede, City of Creede as platted; thence S 13° 45’ 08” E, along the West line of said Block 6, a distance of 35.0 feet to the SW corner of the North 35 Feet of said Lot 6, the Point of Beginning of the parcel herein described, thence S 13° 45’ 08” E, along the West line of said Block 6, a distance of 35.0 feet to the SE corner of the parcel herein described; thence S 76° 14’ 52” W, along the Westerly projection of the North line of the South 30 Feet of said Lot 6, a distance of 10.5 feet to its intersection with an existing N-S fence, the SW corner of the parcel herein described; thence N 13° 45’ 08’ W, along the said N-S fence, a distance of 35.0 feet to the NW corner of the parcel herein described; thence N 76° 14’ 52” E, along the Westerly projection of the South line of the North 35 Feet of said Lot 6, a distance of 10.5 feet to the point of beginning, containing 0.008 acres. More or less. This parcel is subject to any and all existing easements and/or rights of way of whatsoever nature.

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, either in law or equity, to the only proper use, benefit and behoof of the Grantee, their heirs and assigns forever.

IN WITNESS WHEREOF; Jeff Larson, Mayor of the City of Creede, Colorado, has executed this deed on the date set forth.

Dated this ____ day of January, 2018.