

REGULAR MEETING

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. EXECUTIVE SESSION
- VI. PUBLIC COMMENT

Public comment is intended for members of the public wishing to address the Board of Trustees about matters that are not listed for discussion on the agenda. Comments will be taken under advisement by the Board but no decisions will be made. At its discretion, the Board may elect to place a matter raised under public comment on a future agenda for further discussion and possible action.

VII. PRESENTATIONS

- a. Creede Repertory Theater Season Overview by John D'Antonio;
- b. Capital Projects Update by the Town Manager;
- c. Presentation by Joni Adelman with Silver Thread Public Health about Narcan and the harm reduction services at the Public Health Office;
- d. Creede Repertory Theatre request to hang five (5), 30'' x 55.5'' double sided pole banners along Main Street for some, or all, of the summer in 2023.

VIII. CONSENT AGENDA

- a. Special Event Permit Application by Headwaters Alliance at Ed Hargraves Park from 5AM until 5PM on June 3rd, 2023;
- b. Special Event Permit Application by Creede Repertory Theatre, Inc. at exterior of 120 N. Main Street from 5PM until 10PM on May 25th, 2023, June 23rd, 2023 and July 15th, 2023;
- c. Art Gallery Permit Application by Rare Things Gallery dba Inge Studios at 128 North Main Street from 12PM until 4PM on May 27th and 28th; June 10th, 13th and 21st; July 3rd, 4th, 18th and 25th; August 8th and 22nd; and September 2nd, 3rd, 4th and 16th of 2023;
- d. Parade Permit Applications by San Juan Sports at East First Street from 9AM until 5PM on May 27th, 2023;

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- e. Parade Permit Application by Creede Farmers Market at East First Street from 6AM until 5PM on various 2023 dates;
- f. Minutes for April 4th, 2023 Regular Meeting;
- g. Minutes for April 18th, 2023 Special Meeting;

IX. BOARD INFORMATION ITEMS

X. NEW BUSINESS

- a. Consideration and possible approval of City of Creede Resolution 2023-16, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING A REQUEST FOR A SPECIAL REVIEW USE TO DEMOLISH AND REBUILD A SINGLE-FAMILY RESIDENTIAL STRUCTURE LOCATED IN THE B-1 ZONE AT 601 SOUTH MAIN STREET”;
- b. Consideration and possible approval of the Romero Annexation Agreement;
- c. Consideration and possible approval of City of Creede Resolution N0. 2023-17, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO, DESIGNATING SITE SELECTION AND CONSTRUCTION OF MAJOR NEW DOMESTIC WATER SYSTEMS AND MAJOR EXTENSIONS OF EXISTING DOMESTIC WATER SYSTEMS AND MUNICIPAL AND INDUSTRIAL WATER PROJECTS AS ACTIVITIES OF STATE INTEREST”;
- d. Consideration and possible approval of City of Creede Resolution No. 2023-18, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING AN INTERGOVERNMENTAL AGREEMENT TO PROTECT WATER RESOURCES”;
- e. Consideration and possible approval of City of Creede Resolution No. 2023-19, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING THE 2023 RECOMMENDATIONS FROM THE VIRGINIA CHRISTENSEN ADVISORY BOARD FOR THE COMMUNITY GRANT PROGRAM, AS MAY BE AMENDED”;
- f. Consideration and possible approval of City of Creede Resolution No. 2023-20, “A RESOLUTION OF THE CITY OF CREEDE, COLORADO, APPOINTING AN INTERIM CITY CLERK”;

XI. OLD BUSINESS

XII. BOARD REPORTS

XIII. ADJOURN

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City of Creede - Capital Improvement Projects

Project Name	Project Description	Timeframe	Status	Grant Agency	Total Estimated Cost	Grant Funding	Estimated City Funding
Micro-Hydro Electric System Planning	Planning and Design Work for the Installation of a Small-Scale Hydro Electric Generating System along Willow Creek	2020	Complete	DOLA	\$ 65,000.00	\$ 49,000.00	\$ 16,000.00
Willow Creek Infrastructure Planning	Planning and Design Work for the Second Phase of the Willow Creek Flume Rehabilitation and Water System Upgrades along Willow Creek	2020	Complete	DOLA	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00
EV Level III Charging Station	Installation of EV Charging Station at the Visitor's Center	2020	Complete	Colorado Energy Office	\$ 56,000.00	\$ 35,000.00	\$ 21,000.00
Water System Chlorinator Conversion	Conversion of Water Treatment Systems from Gaseous to Liquid Chlorine	2020	Complete	CDPHE	\$ 25,000.00	\$ 25,000.00	\$ -
Basham Park Picnic Table Replacement	Purchase and Installation of New Picnic Tables in Basham Park	2020	Complete	SLVCOG	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
Off-Street Parking	Construction of Public Parking Lot	2020	Complete	NA	\$ 15,000.00	\$ -	\$ 15,000.00
Sewer System Replacement Project (SSRP) Design	Planning and Design for the Rehabilitation and/or Replacement of Sections the City's Sewer Collection System	2021	Complete	State Revolving Loan Fund	\$ 135,000.00	\$ 135,000.00	\$ -
Mining Museum Awnings	Replacement of Awnings over Mining Museum Entrances	2021	Complete	NA	\$ 20,000.00	\$ -	\$ 20,000.00
Phase 1 SSRP	First Phase of the Sewer System Replacement Project	2021	Complete	DOLA	\$ 500,000.00	\$ 250,000.00	\$ 250,000.00
Warming Hut	Installation of Warming Hut at Hockey Ponds	2021	Complete	SLVCOG	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
SCADA System / Back-Up Generators	Utility Monitoring System Implementation and Installation of Back-Up Generators for Utility Systems	2021	Complete	DOLA	\$ 432,000.00	\$ 200,000.00	\$ 232,000.00
				Total:	\$ 1,318,000.00	\$ 729,000.00	\$ 589,000.00
						55%	45%
Micro-Hydro Electric System Implementation	Installation of a Small-Scale Hydro Electric Generating System along Willow Creek	2023-2025	In Progress	DOLA	\$ 1,475,000.00	\$ 975,000.00	\$ 500,000.00
		2023-2025	In Progress	CDS	\$ 485,000.00	\$ 485,000.00	\$ -
Town Hall Complex Planning Grant	Site planning work for a new Town Hall Complex	2023	In Progress	DOLA	\$ 20,000.00	\$ 17,000.00	\$ 3,000.00
Town Hall Complex Construction Documents	Development of Construction Documents for Town Hall	2023-2024	Applied	DOLA	\$ 555,000.00	\$ 277,500.00	\$ 277,500.00
Phase 2 SSRP	Phase 2 of SSRP	2022 - 2023	In Progress	CDPHE	\$ 600,000.00	\$ 400,000.00	\$ 200,000.00
Phase 3 SSRP	Phase 3 of SSRP	2023	In Progress	DOLA	\$ 660,000.00	\$ 330,000.00	\$ 330,000.00
CDOT Main Street Improvements	ADA Compliance and Sidewalk Replacement	2024	In Progress	CDOT	\$ 1,743,000.00	\$ 1,423,000.00	\$ 320,000.00
FEMA Hazard Mitigation Grant	Flood Hazard Mitigation including Flume Rehabilitation along Willow Creek	2025	Applied	FEMA	\$ 6,000,000.00	\$ 5,400,000.00	\$ 600,000.00

Total All Projects:	\$ 11,538,000.00	\$ 9,307,500.00	\$ 2,230,500.00
	\$ 4.17	81%	19%

CREEDE REPERTORY THEATRE

your theatre, always

April 7, 2023

Dear City of Creede:

Creede Repertory Theatre is requesting to hang five (5), 30" x 55.5" double sided pole banners along Main Street for some, or all, of the summer in 2023. SLVREC has given us the go ahead for the placement of these banners on their poles and has offered to install them. It is our hope that in promoting our shows and theatre on Main Street this summer, this will only help contribute to the city and county both financially as well as awareness of Creede and all it has to offer. Thank you, and don't hesitate to contact me with any questions or for additional discussion: Kate Berry, Marketing Director, kate@creederep.com / 719-658-2540 ext. 2015.

Design

I have designed five simple banners showcasing each of our five main shows in the 2023 season: *Mountain Octopus* and *The Royale* (both in the Ruth Humphreys Brown Theatre) and Ken Ludwig's *Dear Jack, Dear Louise*; *Clue: On Stage*; and Rodgers + Hammerstein's *Cinderella* on the Mainstage. I have attached a pdf of the proposed artwork along with this request.

Timeline

Our season runs May 19 through September 16 with most shows closing Sept 2, and *Boomtown!* and *Dear Jack, Dear Louise* closing Sept 16. Ideally, I'd love to have them up Memorial weekend through Labor Day weekend though I would be very grateful for the months of June, July, and August. We are also open to a more specific timeframe within those months.

Location

Dream of dreams, we'd love to have the banners right by the location of the theatre where they will be playing:

Ruth Humphreys Brown Theatre (120 S. Main Street)

The Royale: Main St. and 2nd by the Doghouse grill

Mountain Octopus: Main and either the Elks Club or Above Snakes Gallery (formerly C Waters)

Mainstage Theatre (124 N. Main Street)

Dear Jack, Dear Louise: Main St. and Wall.

Clue: On Stage: the north most sign on Main Street next to Jenny Inge's house.

Rodgers + Hammerstein's Cinderella: On the pole that's directly in front of the theatre.

We realize that many of these slots may be reserved for other things, so other Main Street options could include:

1. The posts next to Hot Doug's BBQ. There are three that I saw, one on the east side between 6th and 7th streets, and two on the west side at both 6th and 7th street intersections.
2. Main and 3rd Street, east side.
3. Main and 4th Street, east side.
4. I also wonder if SLVREC and the city would be amenable to any additional locations on Main Street as long as they fall under legal and safety requirements. We would provide mounting hardware if this was the case.



**CREEDE
REPERTORY
THEATRE**

Ken Ludwig's

**DEAR JACK,
DEAR LOUISE**

Mainstage Theatre

**CREEDE
REPERTORY
THEATRE**



CLUE: ON STAGE

by Sandy Rustin

Mainstage Theatre



**CREEDE
REPERTORY
THEATRE**

Rodgers + Hammerstein's

CINDERELLA

Mainstage Theatre

A woman with short dark hair, wearing a white sweater with horizontal stripes and leopard print sleeves, is shown in profile from the chest up. She is holding a glass of dark liquid. The background is a room with a wall covered in numerous small, handwritten notes and papers. A red rectangular box is overlaid in the top right corner.

**CREEDE
REPERTORY
THEATRE**

MOUNTAIN OCTOPIUS

by Beth Kander

Ruth Humphreys Brown Theatre



CREEDE
REPERTORY
THEATRE

THE ROYALE

by Marco Ramirez

Ruth Humphreys Brown Theatre

Application for a Special Events Permit

State Only Permit/State Property

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following** (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Headwaters Alliance	State Sales Tax Number (Required)
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 518 Creede CO 81130	3. Address of Place to Have Special Event (include street, city/town and ZIP) Ed Hargraves Park US HWY 149 Creede, CO 81130
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4. Authorized Representative of Qualifying Organization or Political Candidate Ethan Franke	Date of Birth 11/18/95	Phone Number (720) 508-0362
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
 PO Box 810, Creede, CO 81130

5. Event Manager Ethan Franke	Date of Birth 11/18/95	Phone Number (720) 508-0362
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Event Manager Home Address (Street, City, State, ZIP) Same	Email Address of Event Manager ethan@headwatersalliance.org
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
06/03/23				
Hours From 5:00 a.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 5:00 p.m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title Programs & Administrative Assistant	Date 04/06/23
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.



CITY OF CREEDE

PO BOX 457
CREEDE, CO 81130
(719)658-2276

CLERK@CREEDETOWNHALL.COM

PARK RENTAL PERMIT

The City of Creede makes its parks available for short-term reservation, rental, and use. In order to preserve and protect the City's facilities for the use and enjoyment of everyone, the City requires that the City's Codes Pertaining to Parks & Recreation be strictly followed.

CONTACT INFORMATION

NAME: Headwaters Alliance/Ethan Franke
PHONE#: (720)508-0362 EMAIL: ethan@headwatersalliance.org
ORGANIZATION: Headwaters Alliance

EVENT INFORMATION

EVENT NAME: RunOff RunOff Marathon, Half-Marathon & 6.6K
PURPOSE OF EVENT: Fundraising event for HWA via public

DATES(S): 06/03/23 BEGIN TIME: 5:00 AM END TIME: 4:00 PM
MAX NUMBER OF PEOPLE EXPECTED: 400
PUBLIC/PRIVATE EVENT: Public

WILL THERE BE LIVE MUSIC? YES NO
WILL THERE BE ALCOHOL? YES NO
No alcohol is permitted in the parks/public areas without obtaining a Special Event Liquor License from the City Clerk's office. Special Event Liquor License applications are available for non-profit organizations.

RENTAL FEES A non-refundable rental fee of \$25/day must be paid in full at the time of application. Checks can be made payable to City of Creede.
LIABILITY AND INDEMNIFICATION The USER shall neither hold nor attempt to hold the CITY liable for and will hold harmless and indemnify the CITY from and against any and all demands, claims, causes of action, or judgments, and any and all expenses (including without limitation, attorney's fees and costs) incurred by the CITY in investigating and resisting the same arising from any injury or damage to the property of the USER, any other purpose whatsoever, where the injury or damage is caused by the negligence or misconduct of the USER, its agents, servants, employees, guests or any other person on or where such injuries are the result of the violation of law, ordinances, governmental orders of any kind, or of any provision of this Agreement

Ethan Franke (Signature) 04/06/23 (Date)

Applications must be sent to:
Creede City Clerk
PO Box 457
Creede, CO 81130
For questions, please contact the Clerk's Office during business hours.
(719)658-2276, ext. 2#
clerk@creedetownhall.com

Where would you like to host your event:

- Basham Park
- Ed Hargraves Park/Baseball Field
- Hockey Ponds
- Sieme Park

FOR CLERK OFFICE ONLY:
DATE RECEIVED 04/06/2023
PARK FEE RECEIVED YES / NO
EVENT APPROVED BY: [Signature]



2023 Park Setup Map

Red lines indicate boundary for alcohol



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUL 17 2017

HEADWATERS ALLIANCE
C/O BECKY SEIDEL
1899 WYNKOOP ST STE 275
DENVER, CO 80202

Employer Identification Number:
81-4405786
DIN:
17053058320017
Contact Person:
FAITH E CUMMINS ID# 31534
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 9, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: PHONE (A/C, No, Ext): (303) 893-0300 FAX (A/C, No): (866) 243-0727 E-MAIL ADDRESS:														
INSURED Headwaters Trails Alliance PO Box 946 Granby, CO 80446	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)</td> <td style="text-align: center;">10023</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance Company</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)	10023	INSURER B : Pinnacol Assurance Company	41190	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	2022-22274	1/1/2022	1/1/2023	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">20,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>LIQUOR</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000	MED EXP (Any one person)	\$	20,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000	LIQUOR	\$	1,000,000			
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AGGREGATE	\$																													
	\$																													
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		4097795	1/1/2022	1/1/2023	<table border="0" style="width: 100%;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td style="text-align: right;">\$</td><td style="text-align: right;">100,000</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;">100,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;">500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$	100,000	E.L. EACH ACCIDENT	\$	100,000	E.L. DISEASE - EA EMPLOYEE	\$	500,000	E.L. DISEASE - POLICY LIMIT	\$	500,000												
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$	100,000																												
E.L. EACH ACCIDENT	\$	100,000																												
E.L. DISEASE - EA EMPLOYEE	\$	500,000																												
E.L. DISEASE - POLICY LIMIT	\$	500,000																												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Colorado Department of Transportation, Region 5 3803 N Main Ave., Suite 100 Durango, CO 81301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Headwaters Alliance

is a

Nonprofit Corporation

formed or registered on 11/09/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161763754 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/07/2022 that have been posted, and by documents delivered to this office electronically through 11/09/2022 @ 12:49:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/09/2022 @ 12:49:05 in accordance with applicable law. This certificate is assigned Confirmation Number 14452730 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input checked="" type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Creede Repertory Theatre, Inc.	State Sales Tax Number (Required) 07094350001
---	---

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 120 N. Main Street PO Box 269 Creede, CO 81130	3. Address of Place to Have Special Event (include street, city/town and ZIP) 120 N. Main Street (Exterior) Creede, CO 81130
--	--

4. Authorized Representative of Qualifying Organization or Political Candidate Morgan M. Manfredi, Managing Director	Date of Birth 05/09/88	Phone Number (719) 658-2540
--	----------------------------------	---------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
Same

5. Event Manager Morgan M. Manfredi, Managing Director	Date of Birth 05/09/88	Phone Number (719) 658-2540
--	----------------------------------	---------------------------------------

Event Manager Home Address (Street, City, State, ZIP) 486 Apex Drive PO Box 548 Creede, CO 81130	Email Address of Event Manager morgan@creederep.com
--	---

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
05/25/23	06/23/23	07/15/23		
Hours From 5:00p .m.	Hours From 5:00p .m.	Hours From 5:00p .m.	Hours From .m.	Hours From .m.
To 10:00p .m.	To 10:00p .m.	To 10:00p .m.	To .m.	To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title Managing Director	Date 04/10/23
-----------	-----------------------------------	-------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

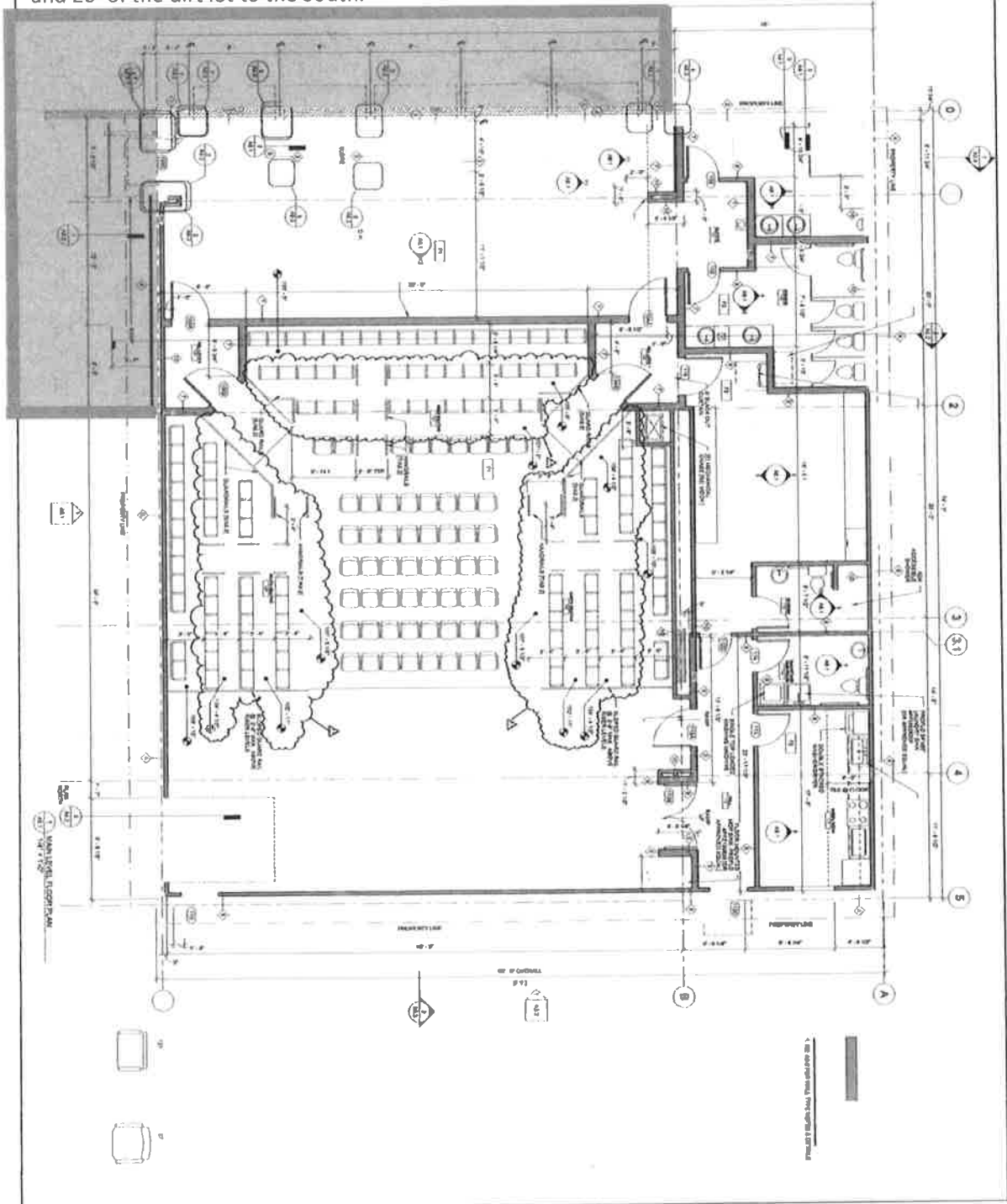
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

Stanchion & Rope w/signage around perimeter. Front sidewalk and 20' of the dirt lot to the South.



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CREEDE REPERTORY THEATRE, INC.

is a

Nonprofit Corporation

formed or registered on 08/07/1969 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871211402 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/07/2023 that have been posted, and by documents delivered to this office electronically through 04/10/2023 @ 13:22:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/10/2023 @ 13:22:25 in accordance with applicable law. This certificate is assigned Confirmation Number 14861552 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

17966

CREEDE REPERTORY THEATRE

PO BOX 269
124 N MAIN ST
CREEDE, CO 81130
719-658-2540

 **Community Banks
of Colorado**
A Division of First Bank, Member FDIC
877.877.0395 cobnks.com
82-201/1021



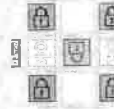
4/17/2023

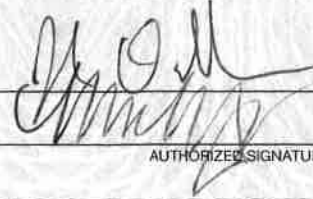
PAY TO THE
ORDER OF City of Creede

\$75.00**

Seventy-Five and 00/100***** DOLLARS

City of Creede
P. O. Box 457
Creede, CO 81130




AUTHORIZED SIGNATURE

MEMO
2023 Special Events Permits

⑈017966⑈ ⑆102102013⑆ 200859⑈

CREEDE REPERTORY THEATRE

17966

City of Creede

Date Type Reference
4/10/2023 Bill 2023RUTH-SE

Original Amt.
75.00

Balance Due
75.00

4/17/2023

Discount

Payment
75.00

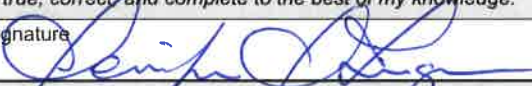
Check Amount

75.00

CoBnksCO (200-859) 2023 Special Events Permits

75.00

Art Gallery Permit Application

2341 Art Gallery Permit \$71.25		<input checked="" type="checkbox"/> New		<input type="checkbox"/> Renewal	
1. Applicant Name (i.e. ABC Gallery Inc.) <i>Rare Things Gallery</i>			State Sales Tax Number of Applicant <i>007-12848-0000</i>		
2. Trade Name of Establishment (DBA) <i>Inge Studios</i>					
3. Address <i>128 N Main</i>				Phone Number <i>719-658-2376</i>	
City <i>Creede</i>		County <i>Mineral</i>		State <i>CO</i>	ZIP Code <i>81130</i>
4. Mailing Address (Number and Street) <i>P.O. Box 371</i>		City or Town <i>Creede</i>		State <i>CO</i>	ZIP Code <i>81130</i>
<ul style="list-style-type: none"> • Attach a copy of a deed or lease in the exact name of the applying entity only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance). • Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed. <p>Pursuant to 44-3-424, C.R.S., Applicant hereby states that it qualifies for an Art Gallery Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority and Local Licensing Authority:</p> <p>_____ That it does not sell alcohol beverages by the drink.</p> <p>_____ That it will not serve alcohol beverages for more than 4 hours in any one day, no more than 15 days per year as follows:</p>					
Date: <i>May 27, 2023</i>	Date: <i>July 3, 2023</i>	Date: <i>Sept. 3, 2023</i>	Date: <i>June 21, 2023</i>	Date: <i>Aug. 5, 2023</i>	
From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	
To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	
Date: <i>May 28, 2023</i>	Date: <i>July 4, 2023</i>	Date: <i>Sept. 4, 2023</i>	Date: <i>June 13, 2023</i>	Date: <i>Aug. 22, 2023</i>	
From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	
To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	
Date: <i>June 10, 2023</i>	Date: <i>Sept. 2, 2023</i>	Date: <i>Sept 16, 2023</i>	Date: <i>July 18, 2023</i>	Date: <i>July 25, 2023</i>	
From: <i>11 a.m.</i>	From: <i>12 p.m.</i>	From: <i>11 a.m.</i>	From: <i>12 p.m.</i>	From: <i>12 p.m.</i>	
To: <i>3 p.m.</i>	To: <i>4 p.m.</i>	To: <i>3 p.m.</i>	To: <i>4 p.m.</i>	To: <i>4 p.m.</i>	
Oath of Applicant					
<i>I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.</i>					
Signature 			Title <i>owner</i>		Date <i>7/14/23</i>
Report And Approval of Local Licensing Authority (City/County)					
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended.					
THEREFORE, THIS APPLICATION IS APPROVED.					
Local Licensing Authority (City or County)				Date filed With Local Authority	
Signature		Title		Date	
Report of State Licensing Authority					
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.					
Signature			Title		Date
Do Not Write in this Space - For Department of Revenue use only					
Liability Information					
County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)
				FROM	TO
Cash Fund 2341-100 (999)	City 2180-100 (999)	County 2190-100 (999)			
TOTAL					▲

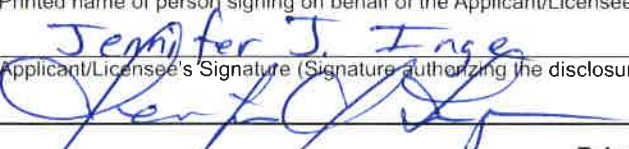
Tax Check Authorization, Waiver, and Request to Release Information

I, Jennifer J. Inge am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Rare Things Gallery (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

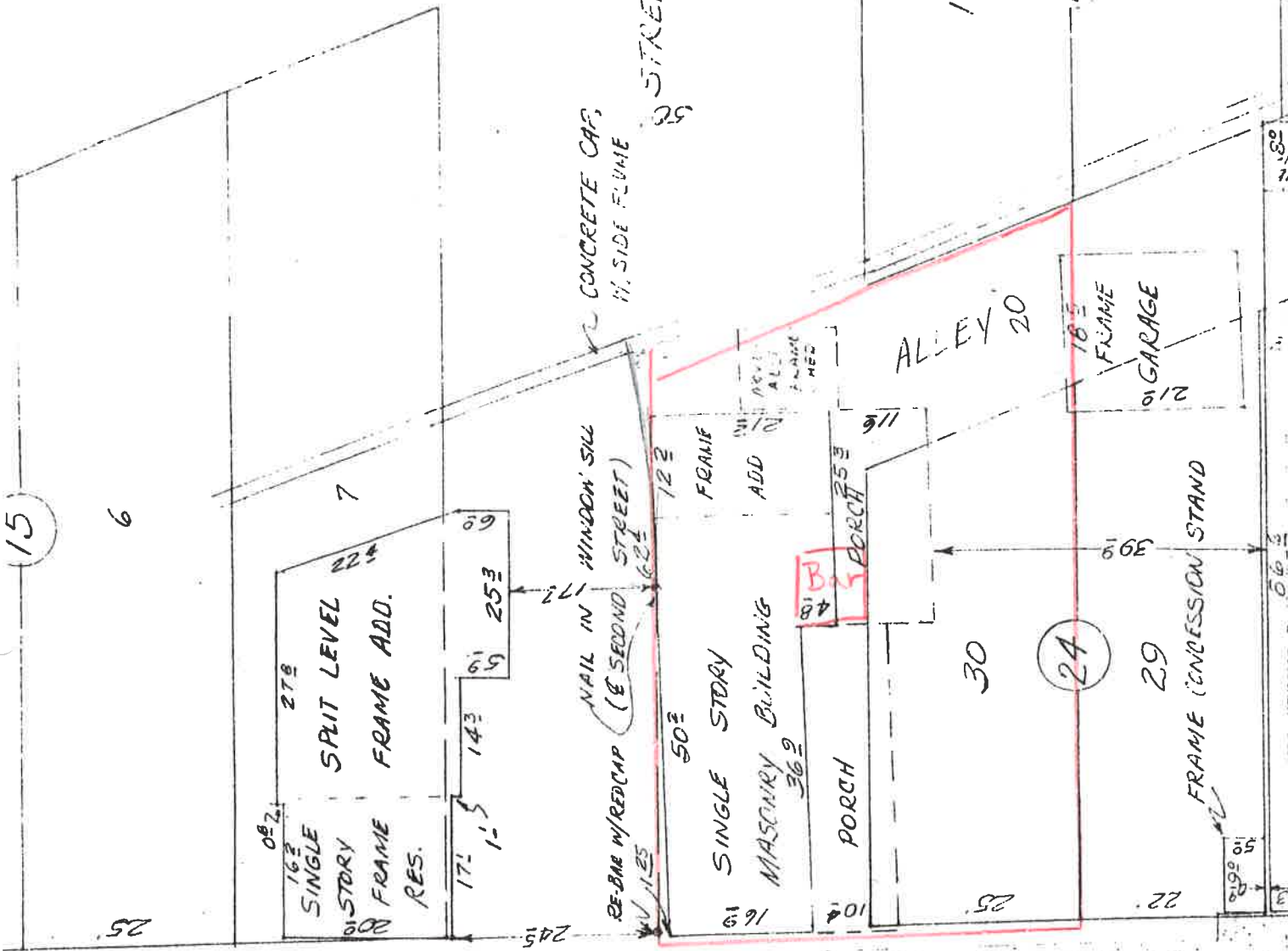
By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Rare Things Gallery</u>		Social Security Number/Tax Identification Number <u>84-1136498</u>	
Address <u>PO. Box 371 / 128 N Main ST</u>			
City <u>Creede</u>		State <u>CO</u>	Zip <u>81130</u>
Home Phone Number <u>719-658-2376</u>		Business/Work Phone Number <u>719-658-2376</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Jennifer J. Inge</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>4/14/2023</u>
Privacy Act Statement			
Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			

15



SCALE: 1"=20'



CREEDE

AVENUE

SECOND

55'

55'

PUBLIC TRUSTEE'S DEED

Sale No. 04-1

THIS DEED is made June 7, 2004, between
Patti Payne as the Public Trustee, of the
*County of Mineral, Colorado, and

Jennifer Inge, Grantee, the holder of the
 Certificate of Purchase, Certificate of Redemption issued to the lienor last redeeming, whose legal address is

1202 North Main St. Creede, CO 81130

WHEREAS, Lindver Corporation
did, by Deed of Trust dated July 18, 2001, and recorded in the office of the Clerk and Recorder
of the County of Mineral, Colorado, on
in Book 103, Page 378, (Film No. _____, Reception No. 59458)
convey to the Public Trustee, in Trust, the property hereinafter described to secure the payment of the indebtedness
provided in said Deed of Trust; and

WHEREAS, a violation was made in certain of the terms and covenants of said Deed of Trust as shown by the Notice
of Election and Demand for Sale filed with the Public Trustee (a duplicate of which was recorded in the office of said
County Clerk and Recorder); the said property was advertised for public sale at the place and in the manner provided by
law and by said Deed of Trust; Notice of Right to Cure and Redeem and Notice of Sale were given as required by law; said
property was sold according to said Notice of Sale; and a Certificate of Purchase thereof was made and recorded in the
office of said County Clerk and Recorder; and

WHEREAS, all periods of redemption have expired.

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said Deed of
trust, confirms the foreclosure sale and sells and conveys the following described property located in the
County of Mineral, State of Colorado, to-wit:

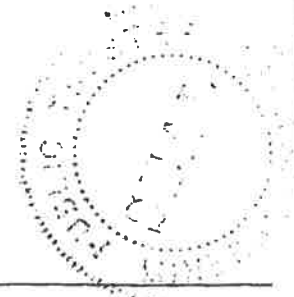
The North 22 feet of Lot 30, in Block 24, Creedmoor, City of Creede and a fraction of that
certain parcel of land described in Book 101 at Page 254 of the records of Mineral County,
being a portion of North Second Street, (vacated) and a portion of vacated alley way,
(vacated by Ordinance No. 274, recorded January 7, 1991 in Book 112-R at Page 204), in
said Block 24, more particularly described by metes and bounds as follows: Beginning at the
northwest corner of the parcel herein described whence a U.S. Army Corps of Engineers
brass cap bears S. 47° 04' W., a distance of 68.38 feet; thence N. 89° 14' E., a distance of
59.08 feet, more or less to an angle point in the westerly limit of the right of way for the
Willow Creek Flume, vacated by Ordinance No. 271, recorded July 18, 2001 in Book 103 at
Page 359, constructed by said U.S. Army Corp of Engineers; thence continuing along the
westerly limit of said right of way for the following courses: N. 69° 13' E., 8.0 feet; S. 20° 47'
E., 24.0 feet; S. 69° 13' W., 6.0 feet; S. 20° 47' E., 27.81 feet; thence S. 89° 14' W., along
the North line of the South 3 feet of said Lot 30, a distance of 77.38 feet to a point on the
West line of said Block 24; thence N. 02° 20' W., along the said West line, a distance of
48.0 feet to the place of beginning.

also known by street and number as

TO HAVE AND TO HOLD the same, with all appurtenances, forever.
Executed the day and year first above written.

Patti Payne
Public Trustee of the State of Colorado County of Mineral

By _____ Deputy Public Trustee



Art Gallery Permit
for Rare Things
\$103⁷⁵



INGENIOUS ENTERPRISES, LLC
DBA RARE THINGS
P.O. BOX 371
CREEDE, CO 81130

COMMUNITY BANKS OF COLORADO
DEL NORTE, COLORADO 81132

82-201/1021

36590

DATE
4/18/23

AMOUNT
\$103⁷⁵

PAY One hundred three & 75/100

TO THE ORDER OF: City of Creede

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈036590⑈ ⑆102102013⑆ 6100268828⑈

SECURITY FEATURES: MICR LINE, DETAIL ON BACK

Art Gallery Permit
Rare Things
\$71.25



INGENIOUS ENTERPRISES, LLC
DBA RARE THINGS
P.O. BOX 371
CREEDE, CO 81130

COMMUNITY BANKS OF COLORADO
DEL NORTE, COLORADO 81132

82-201/1021

36588

DATE
4/18/23

AMOUNT
\$ 71.25

PAY Seventy-one ~~\$~~ 25/100

TO THE ORDER OF: Colorado Dept. of Revenue

AUTHORIZED SIGNATURE MP

⑈036588⑈ ⑆102102013⑆ 6100268828⑈

COMMUNITY BANKS OF COLORADO



PARADE PERMIT APPLICATION

City of Creede
2223 N Main Street
Creede, CO 81130
(719-)658-2276

Name: James Heit

Address: 102 South Main St

Business/Organization (if applicable): San Juan Sports ? Sunnyside Bar

Phone: 719-658-2359 Email: crew@sanjuansports.com

Parade Date: 5/27/23 Parade Time (please allow for set-up and take-down): 9am-5pm

Parade Route Begins: 1st Street @ Main St

Parade Route Ends: Flume @ 1st Street

Planned Road Closures: N/A - main St will already be closed, we want to include our parking area in the closure for our sale!
(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 1000+

Responsible Parties for Barricade Set-up & Removal:

Name: James Heit Phone: 719-937-1155 Name: _____ Phone: _____

I have read, fully understand, and agree to the terms of this Parade Permit, any attached pages, and the City of Creede's Public Property Event Policy and Procedures:

Applicant [Signature] 4/5/23
Date

City Clerk [Signature] 4/13/2023
Date

SHERIFF'S DEPARTMENT NOTIFICATION: _____ Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: _____ Date

FOR ADMINISTRATIVE USE ONLY		
Application Received _____	Fee _____	Date Paid _____
License Agreement Attached? Y <input type="checkbox"/> N <input type="checkbox"/>	Proof of Insurance Attached? Y <input type="checkbox"/> N <input type="checkbox"/>	
Board of Trustees Meeting Date _____		
Approved by Board of Trustees this _____ day of _____, 20 _____		
Attest: _____ City Clerk		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2022

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PRODUCER Leavitt Group of Colorado P.O. Box 5002 100 Premium Way Alamosa CO 81101	CONTACT NAME: Betsy Fernelius PHONE (A/C, No, Ext): (719) 589-3611 E-MAIL ADDRESS: betsy-fernelius@leavitt.com	FAX (A/C, No): (866) 849-4199
	INSURER(S) AFFORDING COVERAGE	
INSURED Two Leaves, LLC, DBA: San Juan Sports PO Box 700 Creede CO 81130	INSURER A: EMC Insurance Companies NAIC # 21415	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22/23 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			5X91182	8/3/2022	8/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5X91182	8/3/2022	8/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5X91182	8/3/2022	8/3/2023	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

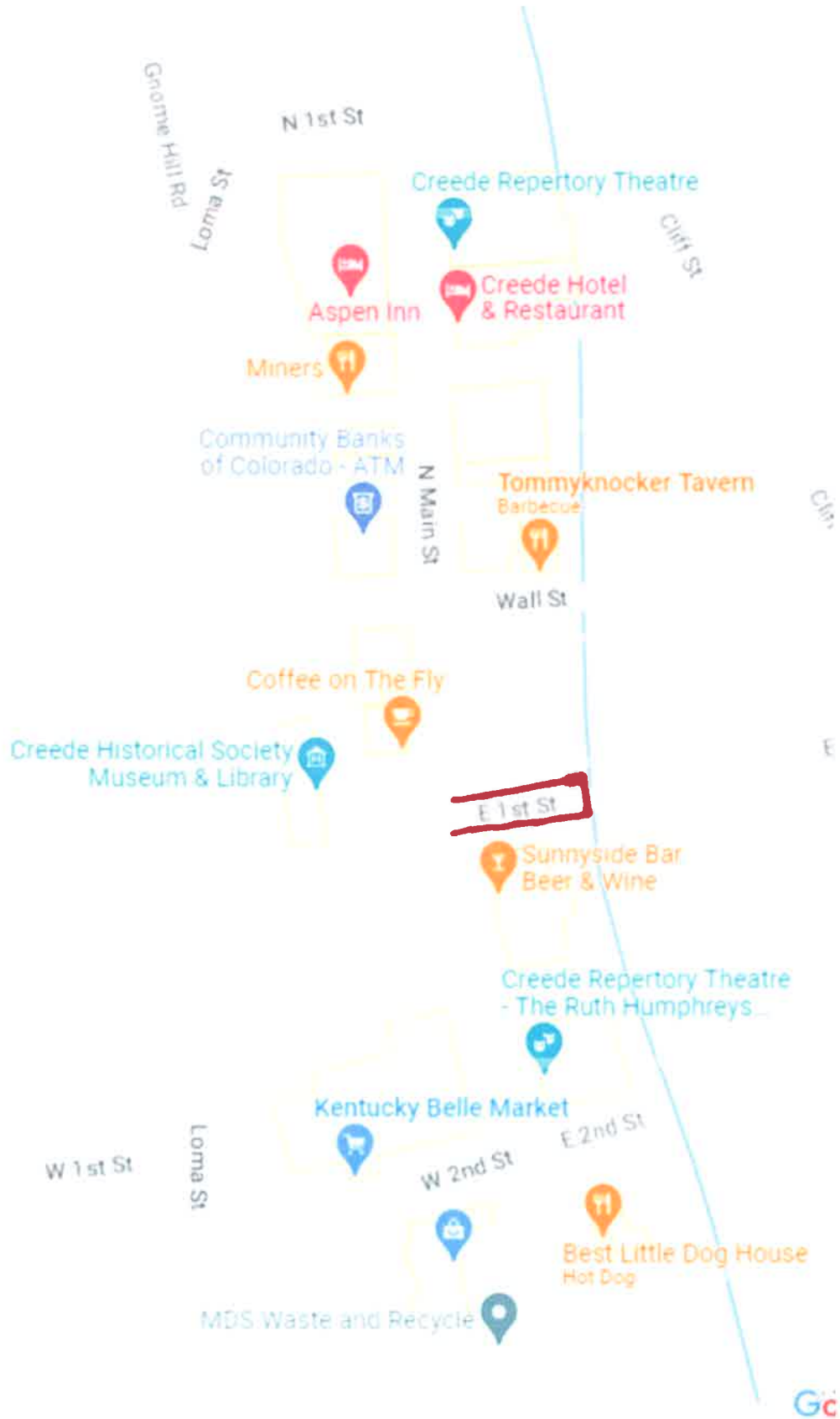
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Certificate is Subject to the Terms and Conditions of the Policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Creede Creede, CO 81130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE B Fernelius/BEFERN <i>Betsy Fernelius</i>

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Parade Permit Map





PARADE PERMIT APPLICATION

City of Creede
2223 N Main Street
Creede, CO 81130
(719)-658-2276

Name: Ed Vita

Address: POB 247, Creede, CO 81130

Business/Organization (if applicable): The Creede Farmers & Local Artisan Market

Phone: 720-618-1519 Email: creede farmers market@gmail.com

Parade Date: various - see attachment Parade Time (please allow for set-up and take-down): see attachment

Parade Route Begins: East 1st Street & Busham Park

Parade Route Ends: same

Planned Road Closures: same

Map attached (Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 100-300

Responsible Parties for Barricade Set-up & Removal:

Name: Ed Vita Phone: 720-618-1519 Name: _____ Phone: _____

I have read, fully understand, and agree to the terms of this Parade Permit, any attached pages, and the City of Creede's Public Property Event Policy and Procedures:

Applicant
[Signature]
Date 3/31/2023

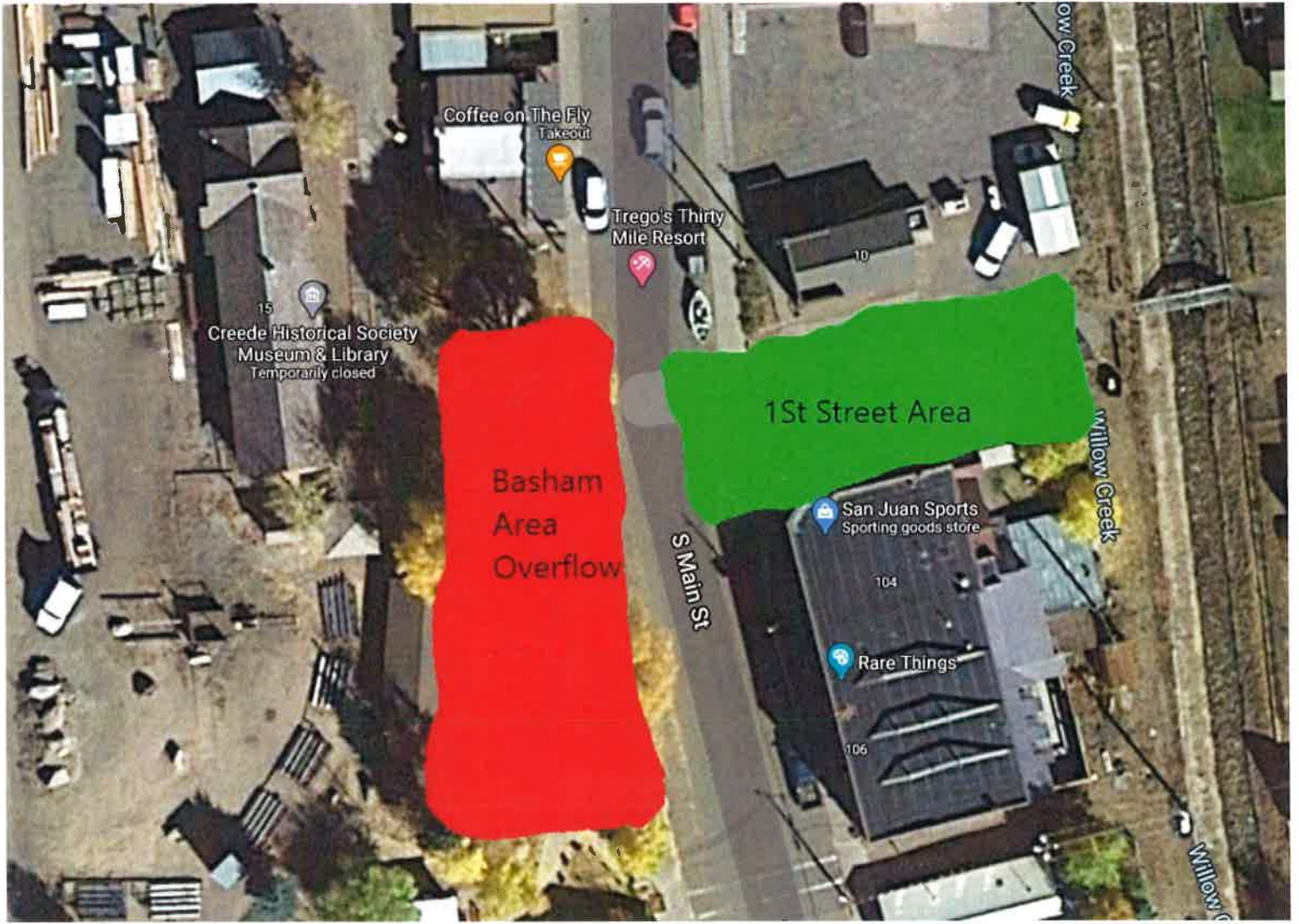
City Clerk
[Signature]
Date 4/11/2023

SHERIFF'S DEPARTMENT NOTIFICATION: _____ Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: _____ Date

FOR ADMINISTRATIVE USE ONLY		
Application Received _____	Fee _____	Date Paid _____
License Agreement Attached? Y <input type="checkbox"/> N <input type="checkbox"/>	Proof of Insurance Attached? Y <input type="checkbox"/> N <input type="checkbox"/>	
Board of Trustees Meeting Date _____		
Approved by Board of Trustees this _____ day of _____, 20 _____		
Attest: _____ City Clerk		

Creede Farmers Market				
Listing of Market Days for Summer 2022				
Schedule #1 for Application #1				
<u>Number:</u>	<u>Day of Week:</u>	<u>Date:</u>	<u>Note:</u>	<u>Event Name:</u>
1	Friday	Friday, May 27, 2022		
2	Saturday	Saturday, May 28, 2022	Special Chamber Event	Taste of Creede
3	Sunday	Sunday, May 29, 2022	Special Chamber Event	Taste of Creede
4	Friday	Friday, June 3, 2022		
5	Friday	Friday, June 10, 2022		
6	Saturday	Saturday, June 11, 2022	Special Chamber Event	Creede Donkey Dash
7	Friday	Friday, June 17, 2022		
8	Friday	Friday, June 24, 2022		
9	Friday	Friday, July 1, 2022		
10	Monday	Monday, July 4, 2022		
11	Friday	Friday, July 8, 2022		
12	Friday	Friday, July 15, 2022		
13	Friday	Friday, July 22, 2022		
14	Friday	Friday, July 29, 2022		
15	Friday	Friday, August 5, 2022		
16	Friday	Friday, August 12, 2022		
17	Saturday	Saturday, August 13, 2022	Special Chamber Event	Creed Gravity Derby
18	Friday	Friday, August 19, 2022		
19	Friday	Friday, August 26, 2022		
20	Friday	Friday, September 2, 2022		
21	Saturday	Saturday, September 3, 2022	Special Chamber Event	Salsa Festival
22	Friday	Friday, September 9, 2022		
23	Friday	Friday, September 16, 2022		
24	Saturday	Saturday, September 17, 2022	Special Chamber Event	Creede Car Show





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Pro Insur, Inc dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203	CONTACT NAME: Larry Spilker ext 203 PHONE (A/C, No, Ext): 317-848-9075 E-MAIL ADDRESS: lspilker@campbellrisk.com	FAX (A/C, No): 317-848-9093
	INSURER(S) AFFORDING COVERAGE	
INSURED Mindful Associates LLC PO Box 247 Creede Colorado 81130	INSURER A: HANOVER INSURANCE GROUP	NAIC # 22292
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	AAM6405 LHW D481967	05/27/2022	05/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2015 06 15. Certificate holder, if any, is hereby an additional insured.

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John C. Campbell</i>

RECEIPT

CAMPBELL RISK MANAGEMENT



Pro Insurance Inc DBA

Campbell Risk Management
9595 Whitley Drive
Suite 204
Indianapolis, IN 46240

BILL TO

Mindful Associates
LLC.
PO Box 247

RECEIPT # AAM6405 LHW D481967

RECEIPT DATE 05/26/2022

DESCRIPTION

Certificate- AAM6405 LHW D481967 \$1,000,000 per occurrence / \$2,000,000 aggregate limit

Effective Date: 05/27/2022

Expiration Date: 05/27/2023

TOTAL PAID: \$ 275.00

PAID IN FULL

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO – A TOWN
April 18th, 2023

SPECIAL MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in a Special Meeting session at the hour of 5:33 PM. There being present at the call of the roll the following persons:

OFFICIALS PRESENT (via either phone or video conferencing): Mayor Larson, Trustee Brink, Trustee Castleberry, Trustee Dooley and Trustee Hannah were present.

Mayor Pro-Tem Dooley presiding declared a quorum present.

Those members of staff also present were as follows:

Louis Fineberg, City Manager
Rick Samson, City Attorney
Scott Johnson, Public Works Director
Kathryn Ash, Rec Director
Madeline Westbrook, Deputy Clerk

APPROVAL OF AGENDA

City Manager Fineberg amended agenda as follows: removing items b and c under Board Information Items and removing items e and d under New Business.

Trustee Hannah motion approval of agenda as amended. Trustee Brink second. Vote carried unanimously.

EXECUTIVE SESSION

PUBLIC COMMENT

Sarah Efthim-Williamson gave letter of resignation of her position as CoC Clerk & Treasurer via letter to Board.

PRESENTATIONS

- a. Presentation by Don Spencer on conceptual design for a new entranceway for the Virginia Christensen Recreation Center;

Don Spencer presented rendered plans for a new entranceway into the VC Rec Center. Discussion was had between Board, PWD Johnson, City Manager Fineberg and Rec Director Ash. Don to modify plans and bring back to Board and city staff for approval.

CONSENT AGENDA

- a. Alcohol Beverage Festival Permit Applications by San Juan Sports for Taste of Creede on Main Street from 12PM until 6PM May 27th, 2023;
 - b. Regular Meeting Minutes for April 4th, 2023;
- Clarification was made that Festival Permits are processed and approved at the State level and do not need Board approval. Trustee Brink motion approval of consent agenda. Trustee Castleberry second. Vote carried unanimously.

BOARD INFORMATION ITEMS

- a. Staff Reports for March 2023
- ~~b. Check Detail Report for March 2023~~

~~e. Budget to Actual Report for 2023 First Quarter~~

NEW BUSINESS

- a. Discussion with the Mineral County Sheriff regarding OHV route and parking enforcement for the summer of 2023;

Mineral County Sheriff Whetherill discussed with Board on the proposal of a contract with the CoC to provide enforcement within city limits. Both parties agreed to discuss topic at a future work session meeting after gathering additional data. Board to send City Manager Fineberg email with topics/ issues they would like to see enforced/on contract.

- b. Consideration and possible approval of City of Creede Resolution No. 2023-14, "A RESOLUTION OF THE CITY OF CREEDE, COLORADO, AUTHORIZING PARTICIPATION IN THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)";

Deputy Clerk Westbrook expressed how the program LIHWAP would benefit delinquent customer utility accounts as well as the cities W/S Fund, as the funding would come from the State. Trustee Brink motion approval of Resolution 2023-14. Trustee Castleberry second. Vote carried unanimously.

- c. Consideration and possible approval of City of Creede Resolution No. 2023-15, " A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE SAN LUIS VALLEY GENERATION WILD GREAT OUTDOORS COLORADO GRANT";

Rec Director Ash brought back to board for approval as topic was presented at previous board meeting. Trustee Castleberry motion approval of Resolution 2023-15. Trustee Brink second. Vote carried unanimously.

~~d. Consideration and possible approval of May Mental Health Month Proclamation;~~

~~e. Consideration and possible approval of Proclamation of April as Child Abuse Awareness Month;~~

- f. Discussion regarding DOLA's Affordable Housing Toolkit for Local Officials;

City Manager Fineberg explained reason to prepare and submit application utilizing said technical assistance programs. Trustee Castleberry motion to approve City Manager Fineberg submitting application. Trustee Brink second. Vote carried unanimously.

~~OLD BUSINESS~~

~~BOARD REPORTS~~

ADJOURN

There being no further business to come before the Board, Trustee Brink motion to adjourn. Trustee Castleberry second. Motion carried unanimously. Mayor Pro-Tem Dooley declared adjourned at 7:02PM the motion carried.

Respectfully submitted:

/Madeline Westbrook /

Madeline Westbrook Deputy Clerk-

Resolution No. 2023-16

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING A REQUEST FOR A SPECIAL REVIEW USE TO DEMOLISH AND REBUILD A SINGLE FAMILY RESIDENTIAL STRUCTURE LOCATED IN THE B-1 ZONE AT 601 SOUTH MAIN STREET

WHEREAS, Mary Beth Miles and Sean Bannon (“Applicant”) have requested approval of a Special Review Use in accordance with the City of Creede Municipal Code to demolish and rebuild a residential structure located in the B-1 zone at 601 S. Main Street, Lot 1, Block 23 (“Property”); and

WHEREAS, a single-family residential structure is listed as a Special Review Use in the B-1 zone (Section 9-4-80 of the City of Creede Municipal Code); and

WHEREAS, the Applicant owns the property described as Lot 1, Block 23 in South Creede;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, THAT:

Section 1. A Special Review Use is hereby granted to the Applicant for the use requested;

Section 2. The Applicant agrees to comply with all building and land use regulations within the City of Creede.

APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES THIS 2nd DAY OF May, 2023.

CITY OF CREEDE:

ATTEST:

Mayor, Date
Jeffrey Larson

Interim City Clerk Date

**CITY OF CREEDE
LAND USE APPLICATION FORM**

Project Name: 601 S. Main Street Residential Improvement
Date Submitted: Feb 2, 2022 Application Fee: _____

TYPE OF APPLICATION (Check all applicable, \$350 each)

Variance Request	_____	Special Exception Use	_____
Zoning Change	_____	Conditional Use	<u>X</u>
Preliminary Plat	_____	Subdivision Plat	_____
Annexation	_____	Other	_____

PROJECT INFORMATION

Applicant(s) Name: Mary Beth Miles & Sean Bannon
Applicant Address(s): 601 S. Main Street
City & Zip Code: Creede, 81130 Phone: 719-580-0960
Project Location: 601 S. Main Street
Existing Use: Accessory Building & Single-Family Dwelling Proposed Use: Accessory Building & Single-Family Dwelling
Existing Zoning: B-2 Proposed Zoning: B-2

Legal Description of Property (location: section, township & range)

LOT 1 BLK 23 SO CREEDE Parcel Number: 4763-361-05-010

Provide a map, drawn to scale, of the affected area, showing boundaries & existing zoning in all adjacent areas.

Reason for Application:

We recently purchased the property and are looking to make improvements. The existing single-family residence requires cost-prohibitive structural improvements that restrict future habitation. We intend to replace the current single-family home with a new dwelling that has a similar building footprint. We also plan to make improvements to the accessory building on the lot.

Additional Contacts: Property Owner: Mary Beth Miles & Sean Bannon
Complete address including phone: 601 S. Main Street Creede, CO 81130 / Phone Numbers: 719-580-0960 & 406-507-5723

Additional Contacts: Property Owner: Darryl Miles

Complete address including phone: 103 N. Loma Creede, CO 81130 /

719-658-2348

Additional Contacts: Property Owner: _____

Complete address including phone: _____

Please attach additional page if necessary.

LAND USE & PUBLIC FACILITIES

Land use designations (residential, Business, Industrial etc.) Business

Public facilities (Yes / No) _____ Street Intersections _____

UTILITY & SPECIAL DISTRICTS

Water: N

ENVIRONMENTAL ISSUES (Yes or No)

Property in floodplain: N

Sewer: N

Sensitive Wildlife Habitat Area: N

Drainage: N

Geologic hazard areas: N

Fire Protection: N

Proposed Park or Open Space: N

Road & Bridge: N

Other: _____

Other: _____

Other: _____

CERTIFICATION

I certify that I/We am the lawful owner or representative of all the parcel(s) of land, which this application concerns, and consent to this action:

Owner/Representative: <u>Manj Beth Miles</u>	Date: <u>3/13/23</u>
Owner/Representative: <u>Jean Bannon</u>	Date: <u>3/13/23</u>
Owner/Representative: <u>Darryl Miles</u>	Date: <u>3/13/23</u>

I certify that the information and exhibits submitted are true and correct to the best of my knowledge. In filing this application I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Creede must be submitted prior to having this application processed.

Applicant: [Signature] Date: 3/13/23

STAFF USE ONLY

APPLICATION ACCEPTED:

Date: _____ By: _____ Fee: _____



Untitled Map
Write a description for your map.

Legend

- 601 S Main St
- Kip's Grill

Creede

601 S Main St

Kip's Grill





Sec. 9-3-80. Special review use.

(a) Purpose. This Section provides a discretionary approval process for special review uses, that have unique or widely varying operating characteristics or unusual site development features. The procedure encourages public review and evaluation of a use's operating characteristics and site development features and is intended to ensure that proposed use(s) will not have a significant adverse impact on surrounding uses or on the community at large.

(b) Applicability. A special review use (SRU) permit is required for any use allowed by special review as outlined in Table 9-4-170, Permitted Uses.

(c) Review procedures. Applications for a special review use shall follow the general review procedures set forth in §9-3-20, General Procedures and Requirements. Applications for special review use may be initiated by the owner of property for which a special review use is desired.

(d) Review authority. The PZC shall review and render a recommendation to the Board of Trustees on an application for a special review use after conducting a public hearing.

(e) Review criteria. The PZC shall use the following review criteria as the basis for a recommendation on an application for a special review use:

(1) The proposed use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations;

(2) The proposed use is consistent with the purpose and intent of the zoning district in which it is located and any applicable use-specific standards in the Development Code;

(3) The proposed use is compatible with adjacent uses in terms of scale, site design and operating characteristics;

(4) Any significant adverse impacts (including, but not limited to, hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts) anticipated to result from the use will be mitigated or offset to the maximum extent practicable;

(5) Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development; and

(6) Adequate assurances of continuing maintenance have been provided.

(f) Expiration and preliminary review. SRU approvals may state a time frame for duration in the approval ordinance. If a time frame is stated then at least thirty (30) days prior to the expiration, the holder of the SRU approval may apply for a review hearing before the PZC. The PZC shall review the use against the criteria in §9-3-80(e) to determine whether the special review use will be allowed to continue. A SRU approval expires pursuant to this Section.

(1) Developments and uses granted by a special review use permit shall be developed or established in accordance with an approved development schedule or within two (2) years of the date of approval if no development schedule is established. Failure to develop or establish such development or uses in accordance with the time period approved on the permit shall result in the expiration of the permit.

(2) If an approved use ceases operation for any reason for a period of one year, the special review use permit shall be deemed expired. If the conditions of a permit become the responsibility of a person or entity other than the applicant, the City Manager shall be notified in writing, identifying the new person or entity responsible for maintaining the conditions of the approval/permit. Until such notice is received, the applicant shall remain responsible. Such notice shall be attached to the permit on file at the City.

(3) If conditions of approval are not maintained, it shall be considered a violation of this Development Code and subject to revocation proceedings.

(Ord. 395 §3, 2016)

Sec. 9-4-80. Downtown Business District (B-1).

(a) Intention. The Downtown District is intended to reflect the character of the original downtown and to provide for a mixture of uses that will strengthen and expand the core community.

(b) Permitted uses. The following uses shall be permitted in the B-1 District:

(1) Residential uses. All permitted principal uses in the R-2 residential district except single-family residential and accessory dwelling.

(2) Institutional/civic/public uses:

- a. Church or place of worship and assembly;
- b. Parks and open space;
- c. Public facilities with or without business offices, with no repair or storage facilities; and
- d. Public and private schools, including colleges, vocational training and technical training.

(3) Commercial/retail uses:

- a. Artisan and photography studios and galleries;
- b. Bed and breakfasts;
- c. Boarding and rooming houses;
- d. Child care centers;
- e. Convenience shopping and retail establishments without fuel sales;
- f. Health and membership clubs;
- g. Limited indoor recreation facilities;
- h. Lodging establishments;
- i. Medical and dental offices and clinics;
- j. Mixed use dwelling units;
- k. Open air farmers' market;
- l. Personal and business service shops;
- m. Professional offices and financial services;
- n. Restaurants - standard and fast food without drive-through facilities;
- o. Small grocery store; and
- p. Tourist facilities.

(c) Special review uses. Permitted special review uses in the B-1 District shall be as follows:

(1) All permitted conditional uses in the R-1 and R-2 districts.

(2) Residential uses. Single-family residential and accessory dwelling when associated with a principal use.

(3) Institutional/civic/public uses:

- a. Community facilities; and
 - b. Public facilities with business offices and repair and storage facilities.
- (4) Commercial/retail uses:
- a. Bars and taverns;
 - b. Car wash;
 - c. Clubs and lodges;
 - d. Entertainment facilities and theaters;
 - e. Gasoline stations;
 - f. Limited outdoor recreation facilities;
 - g. Long-term care facilities;
 - h. Motor vehicle service and repair; and
 - i. Parking lots and parking garages as a principal use.
- (5) Industrial uses. Workshops and custom small industry uses.

<i>B-1 ZONING STANDARDS</i>	
<i>Design Regulation</i>	<i>Requirements</i>
<i>B-1 ZONING STANDARDS</i>	
<i>Design Regulation</i>	<i>Requirements</i>
Minimum front yard setback	0 feet
Maximum side yard setback	0 feet
Minimum rear yard setback	0 feet
Maximum floor area ratio (ratio of total floor area to total lot area)	2:1
Maximum net density	--
Maximum building height	40 feet
Maximum ground level footprint	5,000 square feet

(Ord. 395 §3, 2016)

STATE OF COLORADO
MINERAL COUNTY

CERTIFICATE OF TAXES DUE
Thru Tax Year 2021

Certificate No 2104
Printed 10/24/2022

Assessed Owner:

MILES ISAAC GRANT & CRAWLEY JOY
C/O CURTIS MILES
PO BOX 594
ALAMOSA CO 81101

SCHEDULE NUMBER R000536 R
TAX DISTRICT 11A
ROLL PAGE 281

Ordered by: ALLPINE TITLE

===== N O T I C E =====
I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	.05	
SCHOOL DISTRICT #1	37.197*	220.96			
CITY OF CREEDE	16.547	98.29			
MINERALCOUNTY FIRE P	5.374	31.92			2021 TAX AMT 517.74
COUNTY GENERAL FUND	24.488	145.46			2021 TAX PD 517.74-
COUNTY ROAD & BRIDGE	.811	4.82			
COUNTY PUBLIC WELFAR	.992	5.89			
RIO GRANDE WATER DIS	1.750*	10.40			
TOTALS	87.159*	517.74			

* REFLECTS TEMPORARY CREDIT

LEGAL DESCRIPTION OF PROPERTY
LOT 1 BLK 23 SO CREEDE

TAXES HAVE BEEN PAID IN FULL

Total Now Due \$.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,
this 24TH day of OCTOBER A.D. 2022

AMY WETHERILL
MINERAL COUNTY TREASURER

BY: Amy Wetherill

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

Thomas Hostetter

Authorized Countersignature
Thomas Hostetter, License #: 599605

Allpine Title, Inc.
Company Name

Monte Vista, CO 81144
City, State



Frederick H. Eppinger
Frederick H. Eppinger
President and CEO

David Hisey
David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: R-22-711
008-UN ALTA Commitment For Title Insurance 8-1-16
(4-2-18) Page 1 of 7



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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File No.: R-22-711

008-UN ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 2 of 7



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: R-22-711

008-UN ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 3 of 7



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Alpine Title, Inc.
Issuing Office: 950 2nd Avenue, Monte Vista, CO 81144
Issuing Office's ALTA® Registry ID: 1179868
Loan ID Number:
Commitment Number: R-22-711
Issuing Office File Number: R-22-711
Property Address: 601 S Main Street, Creede, CO 81130
Revision Number:

1. Commitment Date: 10/17/2022 at 8:00 AM
2. Policy to be issued:

	Proposed Policy Amount
(a) ALTA Owners Policy	
Proposed Insured: <u>Mary Beth Miles and Sean Michael Alan Bannon</u>	\$ <u>110,000.00</u>

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
 Isaac Grant Miles, Joyce Ulaine Crawley, Curtis Lyman Miles, and Darryl I. Miles
5. The Land is described as follows:
 The land is described as set forth in Exhibit A attached hereto and made a part hereof.

STEWART TITLE GUARANTY COMPANY

By: Thomas Hostetter
 Authorized Signatory

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: R-22-711

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The following items, which may not necessarily be recorded, must be furnished to the Company to its satisfaction, to wit:
An appropriate affidavit indicating that there are currently no recorded liens on the subject property.

NOTE: Please be advised that our search did not disclose any open Deeds of Trust or Liens of record. If you have knowledge of an outstanding obligation, please contact us immediately for further review prior to closing.

6. The following requirements are made regarding the Judy Lorraine Crawley aka Judy Lorraine Miles Crawley, deceased.
(a) Certified copy of Letters evidencing appointment of the Personal Representative as filed with Colorado court.
7. The Warranty Deed must be sufficient to convey to the Proposed Insured, Schedule A, Item 2A, the fee simple estate or interest in the land described or referred to herein.

Note: C.R.S. 38-35-109(2) requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

8. Receipt by the Company of the appropriate affidavit as to new construction and indemnifying the Company against unfiled mechanic's and materialmen's liens.

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File No.: R-22-711

CO ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 5 of 7



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: R-22-711

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
6. Any and all unpaid taxes, assessments and unredeemed tax sales. Note: This exception will be modified in the final policy to reflect only those taxes and assessments that are a lien, but not yet due and payable.

NOTE: The property insured hereunder may be subject to inclusion in special taxing districts. Please contact the local taxing authority for further information.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Those items as indicated on the plat of South Creede recorded on December 15, 1964 in Drawer 2, Map 39, at Reception No. 31154, and amended on December 15, 1964 in Drawer 2, Map 41, at Reception No. 31155. [official records](#) .
9. Note: The title policy does not insure over any loss or damage arising from the failure to comply with the Silver Thread Public Health District Rules and Regulations for On-Site Wastewater Treatment Systems, also known as Regulation 43. Silver Thread Public Health District Rules and Regulations require that the septic system be inspected before transfer of title.

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File No.: R-22-711

CO ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 6 of 7



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit A

File No.: R-22-711

Lot 1, Block 23, South Creede, City of Creede, County of Mineral, State of Colorado.

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CO ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 7 of 7



ROMERO ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, by and between Brandon Romero, hereinafter referred to as the "ANNEXOR," and the City of Creede, a municipal corporation of the State of Colorado, hereinafter referred to as "Creede" or "TOWN".

WITNESSETH:

WHEREAS, the ANNEXOR desires to annex to the City of Creede the property more particularly described on Exhibit "A," which is attached hereto, incorporated herein, and made a part hereof, hereinafter referred to as "PROPERTY" or "the PROPERTY"; and

WHEREAS, the TOWN wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the TOWN's ability to provide and enhance environmental amenities, services and local opportunity for its citizens; and,

WHEREAS, the ANNEXOR wishes to develop the PROPERTY for uses compatible with its objectives and those of TOWN; and

WHEREAS, the ANNEXOR acknowledges that upon annexation, the PROPERTY will be subject to all ordinances, resolutions, and other regulations of the Town of Creede, as they may be amended from time to time; and

WHEREAS, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the TOWN be the source of necessary urban services for property to be developed, such as police protection, and local government administration; and

WHEREAS, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement as to the overall plan of development, including location and dedication of public ways and public areas, zoning, dedication of water rights and location and payment regarding roads, utilities and other improvements; and

WHEREAS, the ANNEXOR acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and other public improvements, to the TOWN as contemplated in this AGREEMENT are directly related to and generated by the development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation;

NOW, THEREFORE, in consideration of the foregoing covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties as follows:

- 1. BASIC INTENT.** The intent of this AGREEMENT is to set forth the basic requirements for annexation and development of the PROPERTY described above. This AGREEMENT shall be binding upon the parties and may not be modified except by further written agreement.
- 2. DEVELOPMENT.** The PROPERTY annexed shall be developed in general conformity with the TOWN comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements, including without limitation, those pertaining to subdivision, land use, streets, storm drainage, utilities, landscaping, parks and open spaces and flood control. The TOWN and the ANNEXOR further agree that the TOWN may amend the TOWN'S comprehensive plans, subdivision regulations, zoning code,

building codes and other applicable statutory and local requirements from time to time as needed to address changing effects upon the TOWN'S infrastructure, administration, and delivery of governmental services as a result of development occurring with the TOWN. The TOWN and the ANNEXOR agree that such plans, regulations, codes and other statutory and local requirements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- a. Zoning.** The ANNEXOR desires R-2 zoning, in accordance with the zoning categories contained in Article 9 of the **CITY OF CREEDE CODE OF ORDINANCES**. The parties recognize that it is the intent and desire of the ANNEXOR to develop the PROPERTY in a manner generally consistent with the zoning requested and that the granting of such zoning by the Town of Frederick is a condition to annex the PROPERTY. ANNEXOR shall take all action necessary to permit zoning by the City of Creede of the annexed area simultaneously with the annexation application and within the time prescribed by state statutes.
 - b. Land Use.** All residential, commercial and industrial construction will be subject to the types and intensities of land use permitted pursuant to the **City of Creede Code of Ordinances** in effect on the date hereof, or in effect on the date when building permit applications are filed.
- 3. MUNICIPAL SERVICES.** The TOWN agrees to provide the PROPERTY with all of the usual municipal services in accordance with this AGREEMENT, and the ordinances and policies of the TOWN, which services shall include, but are not limited to, general government administration, water and sewer services and all other services customarily and currently provided by the TOWN in the area to be annexed. The ANNEXOR acknowledges, agrees and accepts that the TOWN does not provide electricity, natural gas, fire protection or police services to the area to be annexed. The TOWN and the ANNEXOR agree that the provision or non-provision of such municipal services by the TOWN or by another entity is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
- 4. PUBLIC IMPROVEMENTS.** The ANNEXOR agrees to design, construct and install at his sole cost and expense, in accordance with the TOWN reviewed and accepted plans, all public improvements within or adjacent to the PROPERTY and serving the PROPERTY including but not limited to water distribution, sewage collection, gas service, electric service, street and trail lighting, streets, curb, gutter, sidewalks, storm sewer lines, storm drainage improvements, fire hydrants, pedestrian and non-motorized trails, street median/boulevard and subdivision entryway landscaping and park improvements. All the above described public improvements shall be constructed to the TOWN standards, or where applicable, to the standards of the utility providing the service. All power supply and distribution lines for utilities will be placed underground.

 - a.** All public and private roads shall be constructed to the TOWN standards. Trails shall be constructed as an integral feature of the development, in accordance with TOWN construction standards. All public roads, trails and right-of-ways shall be dedicated to the TOWN. The TOWN will install, at the ANNEXOR's expense, street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Model Traffic Code, and the TOWN's Design Standards and Construction Specifications, as from time to time amended, and other applicable legal requirements.
 - b.** Lights along streets and trails shall be installed in accordance with plans reviewed

and accepted by the electric service provider and the TOWN. The type of light shall be chosen by the TOWN.

- c. Utilities and streets shall be sized to provide for development of the PROPERTY and to accommodate the development of adjacent property. ANNEXOR may be required to oversize utilities and construct off-site improvements to utilities and transportation infrastructure benefitting the PROPERTY or to accommodate future development within the area. Said oversizing of utilities and off-site improvements to utilities and transportation infrastructure may be eligible for reimbursement by the TOWN, future developers, or users of the facilities. Any reimbursements to the ANNEXOR will be subject to a separate Memorandum of Agreement for Public Improvements, hereinafter called the "MOAPI."
- c. The ANNEXOR agrees to provide to the TOWN, a two (2) year guarantee, from the time of conditional acceptance of construction, for all improvements. If requested by the TOWN, the ANNEXOR agrees to dedicate to the TOWN any or all required improvements.
- d. The ANNEXOR agrees to enter into a MOAPI pertaining to such improvements and other matters prior to any development of the PROPERTY. The construction of public improvements shall be subject to any reimbursement which may be provided for in the MOAPI.
- e. The ANNEXOR agrees to pay the full cost of relocating existing utilities that may be required by the development of the PROPERTY. All existing overhead utilities within the PROPERTY or in road right-of-ways adjacent to the PROPERTY, including but not limited to electric or telecommunications lines and cables shall be relocated underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.

5. ELECTRIC UTILITY SERVICE.

The PROPERTY is located within the electric service territory of San Luis Valley Rural Electric Co-op, a Colorado cooperative electric association. ANNEXOR shall coordinate with SLVREC for the provision of electric service to the PROPERTY.

- 6. DRAINAGE.** In conformance with the TOWN standards and specifications, the ANNEXOR shall make provisions to control all storm water runoff greater than that historically generated from the PROPERTY. The ANNEXOR shall not alter historic flows in a manner that would adversely affect upstream or downstream properties. The TOWN and the ANNEXOR agree that such drainage improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- 7. FIRE PROTECTION.** The ANNEXOR shall be solely responsible for installing all fire hydrants and other fire protection measures on the PROPERTY and its perimeter as may be required by the Fire Marshal.

- 8. CONFORMANCE WITH TOWN REGULATIONS.** The ANNEXOR agrees that the design,

improvement, construction, development, and use of the PROPERTY shall be in conformance with all TOWN ordinances and resolutions and the TOWN's Design Standards and Construction Specifications including, without limitation, those pertaining to subdivision, zoning, streets, storm drainage, utilities, and flood control. The TOWN and ANNEXOR further agree that the TOWN may amend the TOWN'S Design Standards and Construction Specifications from time to time as needed to address changing effects upon the TOWN'S infrastructure, administration, and delivery of governmental services as a result of development occurring within the TOWN. The TOWN and ANNEXOR agree that the necessity of such TOWN regulation is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

9. **EXCLUSIVITY OF ANNEXATION PETITION.** The ANNEXOR agrees to not sign any other petition for annexation of the PROPERTY or any petition for an annexation election relating to the PROPERTY, except upon request of the TOWN.
10. **DEVELOPMENT REQUIREMENTS AND EXACTIONS NOT A TAKINGS.** The TOWN and the ANNEXOR agree that in all instances the requirements and exactions contained in this AGREEMENT are directly related to and generated by the development intended to occur within the PROPERTY and that no takings thereby will occur requiring any compensation.
11. **MISCELLANEOUS PROVISIONS.**
 - a. **Interpretation.** Nothing in this AGREEMENT shall constitute or be interpreted as a repeal of the TOWN's ordinances or resolutions, or as a waiver of the TOWN's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the TOWN and it's inhabitants, nor shall this AGREEMENT prohibit the enactment or increase by the TOWN of any tax or fee.
 - b. **Severability.** If any part, section, subsection, sentence, clause or phrase of this AGREEMENT is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the AGREEMENT. The parties hereby declare that they would have agreed to the AGREEMENT including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.
 - c. **Amendments to the AGREEMENT.** This AGREEMENT may be amended, at anytime, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Mineral County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

In addition, this AGREEMENT may be amended by the TOWN and any ANNEXOR without the consent of any other ANNEXOR as long as such amendment affects only that ANNEXOR's portion of the PROPERTY. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Mineral County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

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- d. **Binding Effect.** This AGREEMENT shall be binding upon and inure to the benefit of

and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the PROPERTY, and shall constitute covenants running with the land. This AGREEMENT shall be recorded with the County Clerk & Recorder of Mineral County, Colorado, at the ANNEXOR's expense.

- e. **Indemnification.** ANNEXOR agrees to indemnify and hold harmless the TOWN and the TOWN's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the PROPERTY, or with any other annexation or other action determined necessary or desirable by the TOWN in order to effectuate the annexation of the PROPERTY, or which are in any manner connected with the TOWN's enforcement of this AGREEMENT. The ANNEXOR further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the TOWN's option to pay the attorney's fees for defense counsel of the TOWN's choice for, any such liability, claims, or demands.
- f. **Termination.** If the annexation of the PROPERTY is, for any reason, not completed then this AGREEMENT shall be null and void and of no force and effect whatsoever.
- g. **No Right or Remedy of Disconnection.** No right or remedy of disconnection of the PROPERTY from the TOWN shall accrue from this AGREEMENT, other than provided by applicable state laws. In the event the PROPERTY or any portion thereof is disconnected at the ANNEXOR's request, the Town of Creede shall have no obligation to serve the disconnected property or portion thereof and this AGREEMENT shall be void and of no further force and effect as to such property or portion thereof.
- h. **Annexation and Zoning Subject to Legislative Discretion.** The ANNEXOR acknowledges that the annexation and subsequent zoning of the PROPERTY are subject to the legislative discretion of the Board of Trustees of the City of Creede. No assurances of annexation or zoning have been made or relied upon by the ANNEXOR. In the event that the City of Creede Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the PROPERTY herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the TOWN in accordance with state law, as may be appropriate.
- i. **Legal Discretion in the Case of Challenge.** The City of Creede reserves the right to not defend any legal challenge to this annexation, In the event such a challenge occurs prior to any expiration of any statute of limitation, the TOWN may, at its discretion, choose to legally fight the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the TOWN's legal representatives in such a defense, at no cost to the TOWN.
- j. **Application of Town Policies.** Upon annexation, all subsequent development of the PROPERTY shall be subject to and bound by the applicable provisions of the TOWN's ordinances, as amended, including public land dedications, provided however, that changes or amendments to the **City of Creede Code of Ordinances**, after the date of this AGREEMENT shall in no way limit or impair TOWN's obligation hereunder, except as specifically set forth in this AGREEMENT.

- k. **Amendments to Governing Ordinances, Resolutions and Policies.** As used in this AGREEMENT, unless otherwise specifically provided herein, any reference to any provision of any TOWN ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon ANNEXOR.
 - l. **Legal Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this AGREEMENT, the defaulting party shall pay the other's reasonable attorney fees and costs incurred in enforcing the provisions of this AGREEMENT.
 - m. **Reimbursement for Other Costs.** The ANNEXOR shall reimburse the TOWN for any third party costs necessary for the orderly and proper development of the PROPERTY, including but not limited to consultant fees for planning and engineering, and attorney fees for legal services beyond the normal document review, which is directly linked to the PROPERTY.
 - n. **Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the AGREEMENT, and will execute such additional documents as necessary to effectuate the same.
 - o. **Timely Submittal of Materials.** The ANNEXOR agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, reports and other documents necessary to accomplish the annexation of the PROPERTY and the other provisions of this AGREEMENT.
 - p. **Compliance with State Law.** The ANNEXOR shall comply with all applicable State law and regulations.
 - q. **Recording of AGREEMENT.** This AGREEMENT shall be recorded in the records of the County Clerk and Recorder, Mineral County, Colorado, at the ANNEXOR's expense.
 - r. **Choice of Law.** In all litigation arising out of the contract, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court of Mineral County, Colorado.
12. **COMPLETE AGREEMENT.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this AGREEMENT shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this AGREEMENT except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this AGREEMENT may be enforced in any court of competent jurisdiction.
13. **Original Counterparts.** This AGREEMENT may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

By this acknowledgment, the undersigned hereby certify that the above AGREEMENT is complete and true and entered into of their own free will and volition.

(If the applicant is not the owner(s) of the subject property, the owner(s), mortgage and/or Lienholder shall also sign the AGREEMENT.)

CITY OF CREEDE

ANNEXOR

By _____
Jeffrey Larson, Mayor

By _____
Owner

ATTEST:

By _____
Owner

By _____
, Town Clerk

By _____
Owner

STATE OF COLORADO)

)**ss.**

COUNTY OF

)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Jeffrey Larson as Mayor and _____ as Town Clerk of the City of Creede.

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)

)**ss.**

COUNTY OF

)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____.

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT "A"

(Insert the complete legal description of the property)

**CITY OF CREEDE
LAND USE APPLICATION**

Project Name: **1010 La Garita Ave Annexation**

Date Submitted: **1/25/2023** Application Fee: **\$300.00**

TYPE OF APPLICATION (Check all applicable)

Variance Request	<input type="checkbox"/>	Conditional Use	<input type="checkbox"/>	Special Exception Use	<input type="checkbox"/>
Zoning Change	<input type="checkbox"/>	Replat/Boundary Adj.	<input type="checkbox"/>	Property Plat	<input type="checkbox"/>
Subdivision Pre-Plat	<input type="checkbox"/>	Subdivision Final Plat	<input type="checkbox"/>	Road/Street Vacation	<input type="checkbox"/>
Annexation	<input checked="" type="checkbox"/>	Other	_____		

Variance action involves allowing a deviation from a development standard in unique situations generally related to lot, size or shape.
Conditional Use involves allowing a listed Conditional use of a particular zoning.
Special Exception Use involves allowing a deviation from the permitted uses of a particular zoning.

PROJECT INFORMATION

Property Owner(s) Name **Brandon Romero**

Property Owner(s) Name _____

Address **1010 La Garita Ave.**

City & Zip Code **Creede 81130**

Phone **505-459-7227**

Contact Name: Brandon Romero

Phone _____

Project Location: _____

Existing Use **Residential**

Proposed Use **Residential**

Existing Zoning **R1**

Proposed Zoning **R2**

Legal Description of Property (lots and block(s))

A tract of land adjacent to the Town of Creede, Mineral County, Colorado, described as part of Lot 2 of Section 31, Township 42 North, Range 1 East, N.M.P.M. and more particularly described by metes and bounds as follows:

Beginning at a 3/4 inch rebar found for the N.E. corner of this tract on the southerly right-of-way line of 10th Street and the section line common to Section 31, T.42N., R.1E. and Section 36, T.42N., R.1W., on the New Mexico Principal Meridian, from whence a B.L.M. aluminum cap monument found for the N-1/16 corner of said Sections 31/36, bears N 00°49'22" E, 779.88 feet distant, thence leaving said section line; S 89°02'47" E, 146.63 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found for the N.E. corner of this tract, thence; S 00°55'20" W, 146.41 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found, thence; S 00°56'33" W, 109.68 feet to a 1/2" rebar w/red cap stamped RLS#5442, found for the S.E. corner of this tract, thence; N 89°18'45" W, 96.07 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found for the S.W. corner of this tract on the northeasterly right-of-way line of State Highway 149, thence along said right-of-way line; N 35°14'33" W, 30.41 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set, thence; N 28°41'34" W, 65.69 feet to a 1/2" rebar w/blue cap stamped PLS#38009 set on the New Mexico Principal Meridian, thence leaving northeasterly right-of-way line of State Highway 149 along the section line common to said Section 31/36, the New Mexico Principal Meridian; N 00°50'02" E, 28.53 feet to a 1/2" rebar found, thence; N 00°53'55" E, 146.38 feet to the True Point and place of Beginning;

This tract contains 32,632 square feet or 0.818 of an acre.

Provide a copy of your property deed and a survey, drawn to scale, of the affected area, showing boundaries & existing zoning in all adjacent areas.

Reason for Application: Annexation of land into Creede town limits. Eventually would like to subdivide into (3) total lots

LAND USE & PUBLIC FACILITIES

Land use designations (residential, Business, Industrial etc.) _____
Public facilities (Yes / No) _____ Street Intersections 10th St and Highway 149

UTILITY & SPECIAL DISTRICTS

Water & Sewer City of Creede (Water)/Septic(Sewer) Drainage: City of Creede
Road & Bridge CDOT Fire Protection Mineral County

OTHER ISSUES (Yes or No)

Property in Floodplain? No State Highway Access? Yes

Other: _____

CERTIFICATION

I certify that I am the lawful owner or representative of all the parcel(s) of land, which this application concerns, and consent to this action:

Owner/Representative: Brandon Romero Date: 1/25/23
Owner/Representative: _____ Date: _____
Owner/Representative: _____ Date: _____

The Applicant agrees to reimburse the City for any and all expenses incurred by the City during the planning and review process for their request including, but not limited to engineering, attorney, surveying, consultant and out-of-pocket expenses. Invoices for these expenses are due and payable to the City as follows: all documents are due net in fifteen (15) days from the date of the invoice. Interest on any overdue amounts will be assessed at two (2%) percent per month (24% APR). Failure to pay by the Applicant will also result in an immediate suspension of the approval process by the City, including the cancellation of any scheduled hearing and the withholding of building permits. In the event the City is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney's fees incurred in said collection efforts in addition to the amounts due and unpaid.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge. In filing this application I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Creede must be submitted prior to having this application processed.

Applicant: Brandon Romero Date: 1/25/23
Applicant: _____ Date: _____
Applicant: _____ Date: _____

STAFF USE ONLY

APPLICATION ACCEPTED:

Date: _____ By: _____ Fee: _____

Special Exception Use

The City of Creede zoning regulations include requirements that regulate land usage within Town. A Special Exception Use involves allowing a deviation from the permitted uses of a particular zoning. The due process involves meetings with the Planning & Zoning Commission and the Board of Trustees. Because of the meeting dates for the Planning & Zoning Commission and Board of Trustees the due process will take between forty-five (45) and sixty (60) days.

The Board of Trustees meet on the first Tuesday of every month and the Planning & Zoning Commission meet on the second Tuesday of every month. All information must be submitted no later than noon the week before

Applicant: _____

Special Use: _____

(Example: allow business in residential zoning)

The town land use manager will review and process the application and may seek additional input from fire, police, building inspector, or other qualified personnel before processing the application. Upon approval of the application the dates and times of the meetings will be scheduled.

Planning & Zoning Commission:

Date & Time

Board of Trustees:

Date & Time

Board of Trustees:

Date & Time

The following criteria factors shall be applied by the Planning & Zoning Commission, and Board of Trustees in review the application:

1. Is the proposed land use consistent with the master/ comprehensive plan?
2. Is the proposed land use compatible with the surrounding land uses in the specific area? Is the proposed land use substantially dissimilar from existing land uses? Is the density compatible?
3. Will the proposed activity create any adverse environmental influences on the surrounding area? For example: Will the proposed use generate excessive dust, odors, fumes, noise, glare or vibrations?
4. Will the proposed activity generate additional traffic and congestion in the area? Will existing infrastructures (water, sewer, drainage and roads) be overburdened by the intended activity? Are egress and ingress areas appropriately and safely located?
5. Is the internal circulation plan convenient and safe for residential traffic, pedestrian ways, landscaping, delivery service and fire and police protection?
6. Is there satisfactory arrangements for any planned signage and/or additional lighting?

After completing their review, the Planning & Zoning Commission will forward the application and all pertinent data, together with their recommendations to the Board of Trustees to consider starting the Public Notice process and setting Public Hearing. Notice of the Public Hearing is put in the local paper and sent to adjacent property owners no less than fifteen (15) days prior to their next regularly scheduled meeting. The Board of Trustees will hold the Public Hearing, discuss and then approve or deny the application.

BRANDON ROMERO ANNEXATION PLAT
 part of LOT 2 of SECTION 31, TOWNSHIP 42 NORTH, RANGE 1 EAST
 described in Reception 74117 03/22/2022
 near the CITY OF CREEDE, MINERAL COUNTY, COLORADO

DEDICATION:
 KNOWN ALL MEN BY THESE PRESENTS:
 THAT **BRANDON ROMERO** is the owner of real property situate near the City of Creede, Mineral County, Colorado, part of Lot 2 of Section 31, Township 42 North, Range 1 East, as described in Reception 74117 recorded on 03/22/2022 in the office of the Mineral County Clerk & Recorder;

A tract of land adjacent to the Town of Creede, Mineral County, Colorado, described as part of Lot 2 of Section 31, Township 42 North, Range 1 East, N.M.P.M. and more particularly described by metes and bounds as follows:
 Beginning at a 3/4 inch rebar found for the N.E. corner of this tract on the southerly right-of-way line of 10th Street and the section line common to Section 31, T.42N., R.1E. and Section 36, T.42N., R.1W., on the New Mexico Principal Meridian, from whence a B.L.M. aluminum cap monument found for the N-1/16 corner of said Sections 31/36, bears N 00°49'22" E, 779.88 feet distant, thence leaving said section line; S 89°02'47" E, 146.63 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found for the N.E. corner of this tract, thence; S 00°55'20" W, 146.41 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found, thence;
 S 00°56'33" W, 109.68 feet to a 1/2" rebar w/red cap stamped RLS#5442, found for the S.E. corner of this tract, thence;
 N 89°18'45" W, 96.07 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found for the S.W. corner of this tract on the northeasterly right-of-way line of State Highway 149, thence along said right-of-way line;
 N 35°14'33" W, 30.41 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set, thence;
 N 28°41'34" W, 65.69 feet to a 1/2" rebar w/blue cap stamped PLS#38009 set on the New Mexico Principal Meridian, thence leaving northeasterly right-of-way line of State Highway 149 along the section line common to said Section 31/36, the New Mexico Principal Meridian; N 00°50'02" E, 28.53 feet to a 1/2" rebar found, thence;
 N 00°53'55" E, 146.38 feet to the True Point and place of Beginning;

This tract contains 32,632 square feet or 0.818 of an acre.

THE UNDERSIGNED OWNER has caused for said real property to be laid out as surveyed and entitled "BRANDON ROMERO ANNEXATION PLAT part of LOT 2 of SECTION 31, TOWNSHIP 42 NORTH, RANGE 1 EAST, described in Reception 74117, 03/22/2022, near the CITY OF CREEDE, MINERAL COUNTY, COLORADO", and that this Annexation is the wish and is with free consent by the undersigned owner.

BRANDON ROMERO
 6428 LOUISE PLACE N.E.
 ALBUQUERQUE NM 87109

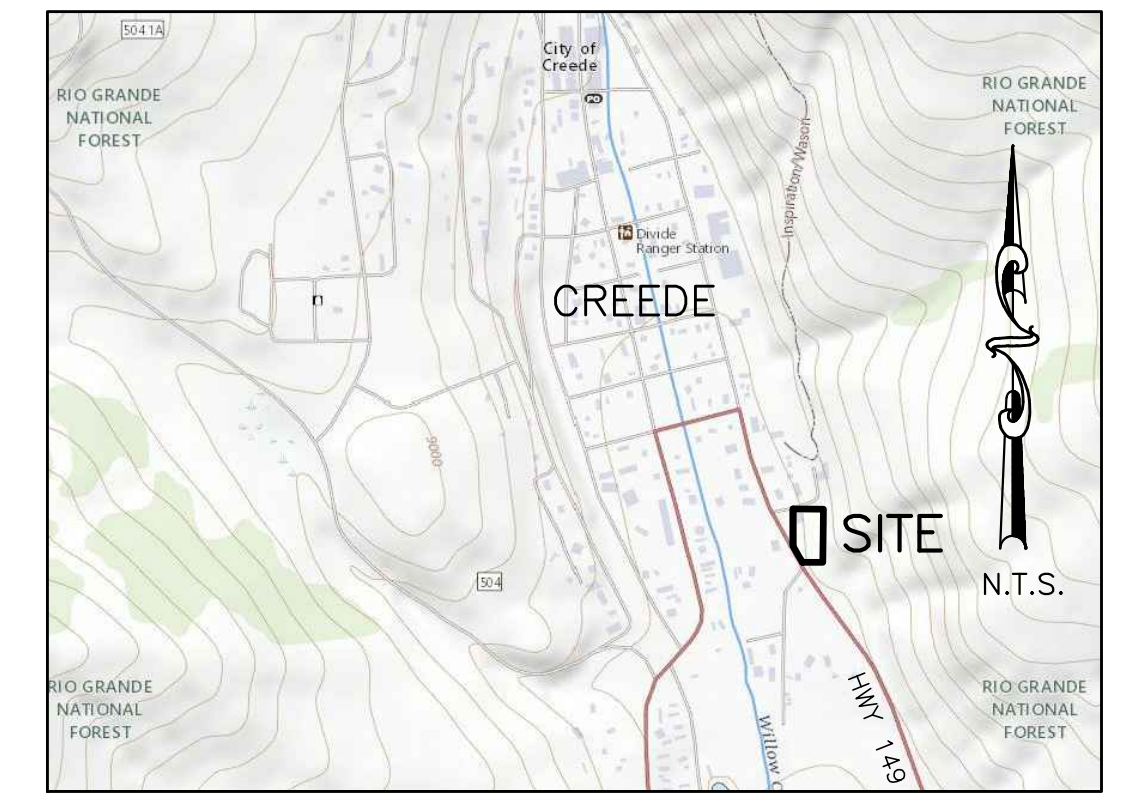
STATE OF NEW MEXICO)
) SS
 COUNTY OF BERNALILLO)
 The forgoing instrument was acknowledged before me this _____ day of _____ AD, 20____, by _____
 Witness my hand and seal.
 Signed: _____
 Notary Address: _____
 My Commission Expires: _____

CITY OF CREEDE CERTIFICATE:
 STATE OF COLORADO)
) SS
 COUNTY OF MINERAL)
 APPROVED this _____ day of _____, 20____,
 CITY OF CREEDE, BOARD OF TRUSTEES, MINERAL COUNTY,
 COLORADO.

ATTEST: _____
 TOWN CLERK
 SIGNED: _____
 MAYOR

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, THE _____ DAY OF _____, 2022,
 AND IS RECORDED AS:
 RECEPTION NO. _____
 CABINET _____ MAP No. _____
 BY _____
 TITLE _____



VICINITY MAP

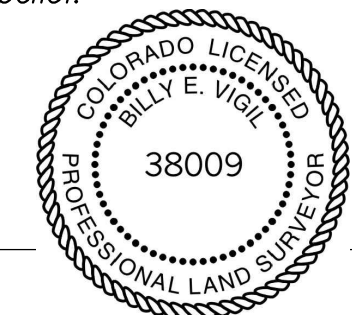
REFERENCES:

- 1.) Warranty Deed from Raymond Mark Byars to Brandon Romero, recorded in the Office of the Mineral County Clerk and Recorder on 03/22/2022, Reception No. 74117.
- 2.) Warranty Deed from Kathleen D. Leahm & Jeffrey J. Briggs and Jamie L. Goode to Raymond Mark Byars, recorded in the Office of the Mineral County Clerk and Recorder on 09/19/2004, Reception No. 68854.
- 3.) Colorado Department of Transportation right-of-way Federal Aid Project No. S 0117(5) State Highway No. 149 dated 03/16/1959.
- 4.) Warranty Deed to Dick Robert Depriest & Mary Jo Depriest, recorded in the Office of the Mineral County Clerk and Recorder on the 07/05/2018, Reception No. 71080.
- 5.) Plat entitled "ALTA SURVEY, Located in Sec. 31, T.42N., R.1E., N.M.P.M., MINERAL COUNTY, COLORADO", by Scott E. Johnson PLS#14840/Summit Engineering Co., Job No. 1708151 dated 12/13/2017.
- 6.) Survey Plat entitled "INSPIRATION POINT ESTATES" by Scott Johnson PLS#14840/Summit Engineering Inc..

Surveyors Notes:

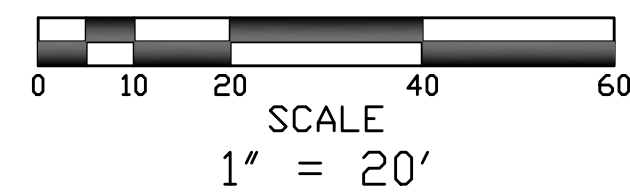
- 1.) The bearings of this survey are referenced between the 1/4 corner of Sec. 36/31, Township 42 North on the New Mexico Principal Meridian and the N1/16 corner of Sec. 36/31 with a bearing of N 00°50'10" E and monumented as shown.
- 2.) References shown on this plat are for the purpose of determining the boundaries for this survey and do not represent a title search. There may be recorded or unrecorded documents in existence specifying easements, restrictions, covenants, encroachments, or overlaps that are unknown, or have not been provided to or uncovered by this surveyor as of the date of this plat.
- 3.) The total length contiguous with the existing City of Creede boundary limits is 174.91 feet and the total perimeter of the proposed annexation area is 769.8' which is 22.7% of the proposed annexation perimeter.

I, **Billy E. Vigil**, Licensed Professional Land Surveyor #38009, under the Laws of the State of Colorado hereby certify that this plat was prepared from an actual field survey performed by me or under my direct supervision, that it meets the Minimum Requirements for Land Surveying in the State of Colorado and is true and correct to the best of my knowledge and belief.



Billy E. Vigil CO P.L.S.#38009

Southern Colorado Surveying Service
 Billy E. Vigil Professional Land Surveyor
 PO Box 1709, ALAMOSA, COLORADO, 81101
 (719) 589-6049 efax (719) 213-2549



LEGEND

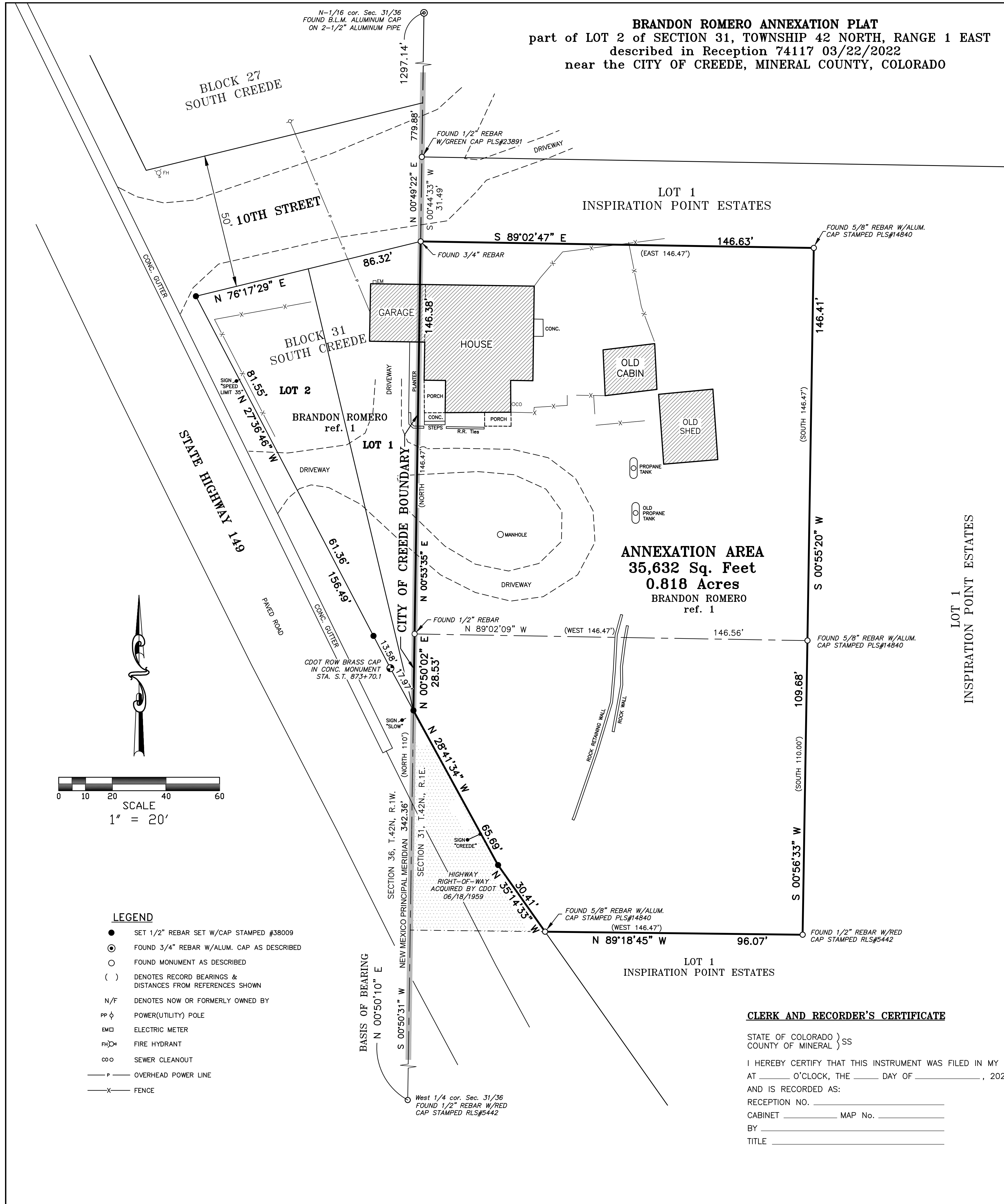
- SET 1/2" REBAR SET W/CAP STAMPED #38009
- FOUND 3/4" REBAR W/ALUM. CAP AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- () DENOTES RECORD BEARINGS & DISTANCES FROM REFERENCES SHOWN
- N/F DENOTES NOW OR FORMERLY OWNED BY
- PP ⚡ POWER(UTILITY) POLE
- EMD ELECTRIC METER
- FDx FIRE HYDRANT
- oo SEWER CLEANOUT
- P — OVERHEAD POWER LINE
- X — FENCE

BASIS OF BEARING
 N 00°50'10" E

West 1/4 cor. Sec. 31/36
 FOUND 1/2" REBAR W/RED
 CAP STAMPED RLS#5442

LOT 1
 INSPIRATION POINT ESTATES

ANNEXATION AREA
35,632 Sq. Feet
0.818 Acres
 BRANDON ROMERO
 ref. 1





ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Authorized Countersignature

Alpine Title, Inc.

Company Name

22 Jackson St.
South Fork, CO 81154

City, State



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.



COVERED RISKS - Continued

9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or



- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



**ALTA OWNER'S POLICY FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Name and Address of Title Insurance Company

Stewart Title Guaranty Company
P.O. Box 2029
Houston, TX 77252-2029

File No.: SF-21-544

Policy No.: O-0000259377291

Address Reference: 1010 La Garita, Creede, CO 81130

Amount of Insurance: \$310,000.00

Premium: \$1,032.00

Date of Policy: March 22, 2022 at 11:26 AM or recording date of the insured instrument, whichever is later

1. Name of Insured:
Brandon Romero
2. The estate or interest in the Land that is insured by this policy is:
fee simple
3. Title is vested in:
Brandon Romero
4. The Land referred to in this policy is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

Countersigned by:
Allpine Title, Inc.
22 Jackson Street
South Fork, CO 81154

By: Thomas Hostetter
Authorized Officer or Agent



ALTA OWNER'S POLICY FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: SF-21-544

Policy No.: O-0000259377291

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes and assessments for the year 2022 and subsequent years, a lien, but not yet due and payable.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Those items as indicated on the plat of South Creede recorded on December 15, 1964 in Drawer 2, Map 39, at Reception No. 31154, and amended on December 15, 1964 in Drawer 2, Map 41, at Reception No. 31155. [official records](#) .
8. Existing leases and tenancies if any.
9. Note: The title policy does not insure over any loss or damage arising from the failure to comply with the Silver Thread Public Health District Rules and Regulations for On-Site Wastewater Treatment Systems, also known as Regulation 43. Silver Thread Public Health District Rules and Regulations require that the septic system be inspected before transfer of title.
10. A Deed of Trust from Brandon C Romero to Mineral County Public Trustee in favor of RG Bank as beneficiary dated March 21, 2022 in the original principal amount of \$248,000.00 and recorded on March 22, 2022 at 11:26am as Instrument #74118 in the official records of the Mineral County Recording Office.
11. Those items as set forth in Improvement Location Certificate prepared by Billy E. Vigil and dated February 08, 2022, Colorado PLS #38009, Proj. No. 220207C.

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File No.: SF-21-544

ALTA Owner's Policy 06-17-06

**ALTA OWNER'S POLICY FOR TITLE INSURANCE
EXHIBIT A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: SF-21-544

Policy No.: O-0000259377291

LEGAL DESCRIPTION

Lots 1 and 2, Block 31, South Creede, City of Creede, County of Mineral, State of Colorado.

AND

A fraction of the SW1/4NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, described as follows:

Beginning at the Northeast corner of Block 31 of South Creede Subdivision of the City of Creede; thence running South along the New Mexico Principal Meridian 146.47 feet; thence East 146.47 feet; thence North 146.47 feet; thence West 146.47 feet to the Point of Beginning.

AND

A fraction of the SW1/4NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, described as follows:

Beginning at a point 146.47 feet due South on the New Mexico Principal Meridian from the Northeast corner of Block 31 of the South Creede Subdivision of the City of Creede, and from this point running due South 110 feet on the New Mexico Principal Meridian; thence due East 146.47 feet; thence due North 110 feet; thence due West 146.47 feet to the Point of Beginning.

LESS and EXCEPT a tract or parcel of land, No. 19 of Department of Highways, State of Colorado, Project No. S 0117(5), in the NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the West line of Section 31 from which the NW corner of Section 31, Township 42 North, Range 1 East of the N.M.P.M. bears N 0°50' E, a distance of 2260.2 feet;
thence S 0°50' W along the West line of Section 31, a distance of 103.1 feet;
thence East, a distance of 60.4 feet;
thence N 35°14'30" W, a distance of 30.4 feet;
thence N 27°51' W, a distance of 88.5 feet, more or less, to the West line of Section 31, which is also the point of beginning.

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File No.: SF-21-544

ALTA Owner's Policy 06-17-06





ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

Thomas Hostetter

Authorized Countersignature
Thomas Hostetter, License #: 599605

Alpine Title, Inc.
Company Name

South Fork, CO 81154
City, State



Frederick H. Eppinger
Frederick H. Eppinger
President and CEO

David Hisey
David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: SF-23-33
008-UN ALTA Commitment For Title Insurance 8-1-16
(4-2-18) Page 1 of 7



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: SF-23-33

008-UN ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 2 of 7



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: SF-23-33

008-UN ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 3 of 7



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Allpine Title, Inc.
Issuing Office: 22 Jackson Street, South Fork, CO 81154
Issuing Office's ALTA® Registry ID: 1179868
Loan ID Number:
Commitment Number: SF-23-33
Issuing Office File Number: SF-23-33
Property Address: 1010 La Garita, Creede, CO 81130
Revision Number:

1. Effective Date: 02/11/2023 at 8:00 AM
2. Policy or Policies To Be Issued:
 - a. ALTA Owners Policy

Proposed Insured:	TBD
Amount of Insurance:	\$TBD
Policy Premium:	\$400.00
Endorsements & Premium:	NONE
3. The estate or interest in the land described or referred to in this Commitment is: fee simple.
4. Title to the said estate or interest in the land is at the Effective Date vested in:
Brandon Romero
5. The land referred to in this Commitment is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

By: Thomas Hostetter
Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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File No.: SF-23-33
CO ALTA Commitment For Title Insurance 8-1-16
(4-2-18) Page 4 of 7



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: **SF-23-33**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Release of the Deed of Trust to the Public Trustee of the county in which the property is located, from Brandon C. Romero for the benefit of RG Bank, a Savings and Loan Association to secure an indebtedness in the principal sum of \$248,000.00 and any other amounts and/or obligations secured thereby, dated March 21, 2022 and recorded on March 22, 2022, at Reception No. 74118.
6. The Warranty Deed must be sufficient to convey to the Proposed Insured, Schedule A, Item 2A, the fee simple estate or interest in the land described or referred to herein.

Note: C.R.S. 38-35-109(2) requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

7. Receipt by the Company of the appropriate affidavit as to new construction and indemnifying the Company against unfiled mechanic's and materialmen's liens.

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File No.: **SF-23-33**

CO ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 5 of 7



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: **SF-23-33**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
6. Any and all unpaid taxes, assessments and unredeemed tax sales. Note: This exception will be modified in the final policy to reflect only those taxes and assessments that are a lien, but not yet due and payable.

NOTE: The property insured hereunder may be subject to inclusion in special taxing districts. Please contact the local taxing authority for further information.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Those items as indicated on the plat of South Creede recorded on December 15, 1964 in Drawer 2, Map 39, at Reception No. 31154, and amended on December 15, 1964 in Drawer 2, Map 41, at Reception No. 31155. [official records](#) .
9. Those items as set forth in Improvement Location Certificate prepared by Billy E. Vigil and dated February 08, 2022, Colorado PLS #38009, Proj. No. 220207C. [official records](#) .
10. Existing leases and tenancies if any.
11. Note: The title policy does not insure over any loss or damage arising from the failure to comply with the Silver Thread Public Health District Rules and Regulations for On-Site Wastewater Treatment Systems, also known as Regulation 43. Silver Thread Public Health District Rules and Regulations require that the septic system be inspected before transfer of title.

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File No.: SF-23-33

CO ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 6 of 7



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit A

File No.: SF-23-33

Lots 1 and 2, Block 31, South Creede, City of Creede, County of Mineral, State of Colorado.

AND

A fraction of the SW1/4NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, described as follows:

Beginning at the Northeast corner of Block 31 of South Creede Subdivision of the City of Creede; thence running South along the New Mexico Principal Meridian 146.47 feet; thence East 146.47 feet; thence North 146.47 feet; thence West 146.47 feet to the Point of Beginning.

AND

A fraction of the SW1/4NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, described as follows:

Beginning at a point 146.47 feet due South on the New Mexico Principal Meridian from the Northeast corner of Block 31 of the South Creede Subdivision of the City of Creede, and from this point running due South 110 feet on the New Mexico Principal Meridian; thence due East 146.47 feet; thence due North 110 feet; thence due West 146.47 feet to the Point of Beginning.

LESS and EXCEPT a tract or parcel of land, No. 19 of Department of Highways, State of Colorado, Project No. S 0117(5), in the NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the West line of Section 31 from which the NW corner of Section 31, Township 42 North, Range 1 East of the N.M.P.M. bears N 0°50' E, a distance of 2260.2 feet;
thence S 0°50' W along the West line of Section 31, a distance of 103.1 feet;
thence East, a distance of 60.4 feet;
thence N 35°14'30" W, a distance of 30.4 feet;
thence N 27°51' W, a distance of 88.5 feet, more or less, to the West line of Section 31, which is also the point of beginning.

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File No.: SF-23-33

CO ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 7 of 7



Warranty Deed

THIS DEED, Made this 15 day of March 2022, between

Raymond Mark Byars

of the County of San Juan, State of New Mexico, Grantor, and

Brandon Romero

whose legal address is 6428 Louise Place Northeast, Albuquerque, NM 87109; Grantee

WITNESSETH, That the Grantor, for and in consideration of the sum of **THREE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$310,000.00)**, 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, their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of **Mineral** and the State of **Colorado**, described as follows:

Lots 1 and 2, Block 31, South Creede, City of Creede, County of Mineral, State of Colorado.

AND

**A fraction of the SW1/4NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, described as follows:
Beginning at the Northeast corner of Block 31 of South Creede Subdivision of the City of Creede; thence running South along the New Mexico Principal Meridian 146.47 feet; thence East 146.47 feet; thence North 146.47 feet; thence West 146.47 feet to the Point of Beginning.**

AND

**A fraction of the SW1/4NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, described as follows:
Beginning at a point 146.47 feet due South on the New Mexico Principal Meridian from the Northeast corner of Block 31 of the South Creede Subdivision of the City of Creede, and from this point running due South 110 feet on the New Mexico Principal Meridian; thence due East 146.47 feet; thence due North 110 feet; thence due West 146.47 feet to the Point of Beginning.**

LESS and EXCEPT a tract or parcel of land, No. 19 of Department of Highways, State of Colorado, Project No. S 0117(5), in the NW1/4 of Section 31, Township 42 North, Range 1 East, N.M.P.M., County of Mineral, State of Colorado, said tract or parcel being more particularly described as follows:

**Beginning at a point on the West line of Section 31 from which the NW corner of Section 31, Township 42 North, Range 1 East of the N.M.P.M. bears N 0°50' E, a distance of 2260.2 feet;
thence S 0°50' W along the West line of Section 31, a distance of 103.1 feet;
thence East, a distance of 60.4 feet;
thence N 35°14'30" W, a distance of 30.4 feet;
thence N 27°51' W, a distance of 88.5 feet, more or less, to the West line of Section 31, which is also the point of beginning.**

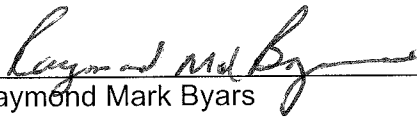
Also known as street and number: **1010 La Garita, Creede, CO 81130**
Assessor's schedule or parcel number: **R000106 - 476131300003**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, 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, their heirs, successors and assigns forever. And the Grantor, for themselves, their heirs, and personal representatives, do covenant, grant, bargain and agree to and with the Grantee, their heirs, successors and assigns, that at the time of the ensealing and delivery of these presents they is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful 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 whatsoever, except general taxes for the current and all subsequent years and subject to easements, reservations, restrictions, covenants and rights of ways of record, if any, and all statutory exceptions. Also subject to the exceptions as referenced in the title commitment issued by Allpine Title, Inc.

The Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, their heirs, successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The Grantor has executed this deed on the date first written above.


Raymond Mark Byars

STATE OF COLORADO
COUNTY OF RIO GRANDE

The foregoing instrument was acknowledged before me this 15 day of March, 2022, by Raymond Mark Byars.


Notary's Official Signature

My Commission Expires: 9-13-23

JODY L. JONES
Notary Public
State of Colorado
Notary ID # 20114058454
My Commission Expires 09-13-2023



No. 0001428262

Acct: 0001217090 Teller: 0509 Date: 01/25/23 Time: 1:06pm

See receipt for reference

Check Number: 00 0001428262

Purpose : TOWN ANNEXATION

Amount : \$300.00

Pay to : CREEDE TOWN HALL
ATTN: LOUIS FINEBERG
RE: BRANDON C ROMERO



NOTICE TO MEMBER
AS A CONDITION TO THIS INSTITUTION'S
ISSUANCE OF THIS CHECK, PURCHASER AGREES
TO PROVIDE AN INDEMNITY BOND PRIOR TO THE
REFUND OR REPLACEMENT OF THIS CHECK IN
THE EVENT IT IS LOST, MISPLACED OR STOLEN

No. 0001428262

95-7005
3070

01/25/23

\$300.00

*** THREE HUNDRED DOLLARS AND 00 CENTS ***

PAY

EXACTLY **300** Dollars **00** Cents

TO
THE
ORDER
OF

CREEDE TOWN HALL
ATTN: LOUIS FINEBERG
RE: BRANDON C ROMERO

VOID AFTER 90 DAYS
CASHIER'S CHECK

Details on Back



Security Features Included

⑈000 14 28 26 2⑈ ⑆307070050⑆ 000000800 1⑈

RESOLUTION NO. 2023-17

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO, DESIGNATING SITE SELECTION AND CONSTRUCTION OF MAJOR NEW DOMESTIC WATER SYSTEMS AND MAJOR EXTENSIONS OF EXISTING DOMESTIC WATER SYSTEMS AND MUNICIPAL AND INDUSTRIAL WATER PROJECTS AS ACTIVITIES OF STATE INTEREST

WHEREAS, the Areas and Activities of State Interest Act, Sections 24-65.1-101 to -502, C.R.S. (the “Act”) allows local governments to designate certain areas and activities as “matters of state interest;” and

WHEREAS, once a local government has designated an area or activity as a matter of state interest, it may adopt guidelines and regulations to administer such areas or activities; and

WHEREAS, any person who would engage in development in a designated area or conduct a designated activity must first obtain a permit from the local government; and

WHEREAS, the surface water and groundwater resources in the San Luis Valley are the lifeblood of the human and natural environment, and the communities' continued ability to thrive; and

WHEREAS, certain activities of state interest that would transfer water from the San Luis Valley could endanger the viability of these water resources; and

WHEREAS, the City of Creede intends to designate these activities of state interest and adopt regulations in accordance with the requirements of the Act.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO, AS FOLLOWS:

Section 1. Findings and Determinations.

At the May 2nd, 2023 regular meeting of the Board of Trustees for the City of Creede a public hearing was conducted regarding the designation of activities of state interest in accordance with the Areas and Activities of State Interest Act. Based upon the testimony, evidence, and documents considered at the public hearing, the Board of Trustees hereby makes the following findings and determinations:

- A.** The public hearing was duly noticed in accordance with the requirements of Section 24-65.1-404(2)(a), C.R.S.
- B.** The Board of Trustees has taken the following into account:
 - 1.** All testimony, evidence, and documents taken and admitted at the public hearing.
 - 2.** The intensity of current and foreseeable development pressures in the City of Creede.
 - 3.** The potential for transfer of water from the jurisdiction of the governing body and from the San Luis Valley.

- 4. The potential locations of the activities of state interest.
- C. The uncontrolled conduct of such activities would threaten the surface water and groundwater resources of the San Luis Valley, and the designation and regulation of such activities will allow for a coordinated approach to protecting these resources.
- D. The municipalities and counties in the San Luis Valley will or have entered into an Intergovernmental Agreement (“IGA”) to establish the San Luis Valley Planning Area to Protect Surface and Groundwater Resources to allow a coordinated approach for regulation of these activities of state interest.

Section 2. Joint Planning Area Defined.

The boundaries of the Joint Planning Area are the geographic boundaries of the Counties of Alamosa, Conejos, Costilla, Mineral, Rio Grande, and Saguache.

Section 3. Designation.

The following activities are hereby designated as matters of state interest:

- A. Site selection and construction of major new domestic water systems and major extension of existing domestic water systems.
- B. Efficient utilization of municipal and industrial water projects.

Section 4. Applicability and Exclusions

- A. Except for activities set forth in Section 4.B. below, this resolution applies as follows:
 - 1. Major domestic water treatment system shall include any collection, treatment, storage, or distribution system and any of its components for the export of water outside the Joint Planning Area directly or by exchange with the eventual capacity to serve 15 or more service connections. The term components includes without limitation all diversion structures, dams, reservoirs, ponds, water bodies, streams, trenches, wells, pipes, conduits, tanks, pumps, buildings, structures, trucks, and other methods or conveyances.
 - 2. Municipal and industrial water project means a project, and any of its components to export water outside the Joint Planning Area for eventual use for municipal or industrial purposes, directly or by exchange. The term components includes without limitation diversion structures, dams, reservoirs, ponds, water bodies, streams, trenches, wells, pipes, conduits, tanks, pumps, buildings, structures, trucks, and other conveyances.

These designated activities of state interest do not include augmentation or replacement water to the Rio Grande basin for the purpose of replacing injurious depletions caused by the use of water within the San Luis Valley if such water is provided in accordance with the Rules Governing the Withdrawal of Groundwater in Water Division No. 3, the Rio Grande Compact, water court decrees, or other state administrative or judicial requirements. Nor do these

designated activities of state interest include export of water from the Joint Planning Area that remains for eventual use within the Rio Grande Basin.

Section 5. Permit Required. No person shall conduct a designated activity of state interest until the activity has been reviewed and permitted by the (County) (Town) (City) in accordance with duly adopted guidelines and regulations in conformance with the IGA.

Section 6. Severability. If any clause, sentence, paragraph, or part of this (Resolution) (Ordinance) or the application thereof to any person or circumstance shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgement shall not affect the remaining provisions of this (Resolution) (Ordinance).

PASSED, APPROVED, AND ADOPTED this _____ Day of _____, 2023, by _____ by a vote of ____ for and ____ against.

BY: Jeffrey Larson, Mayor

ATTEST: Louis Fineberg, Interim Town Clerk

Resolution No. 2023-18

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING AN INTERGOVERNMENTAL AGREEMENT TO PROTECT WATER RESOURCES

WHEREAS, the Board of Trustees for the City of Creede, CO is desirous of protecting the water resources of the San Luis Valley; and

WHEREAS, the San Luis Valley Council of Governments has spearheaded an effort to achieve regional cooperation in protecting the water resources of the San Luis Valley with the creation of an intergovernmental agreement; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, THAT:

SECTION 1: The Board of Trustees have determined that it is in the best interest of the citizens of the City to approve the Intergovernmental Agreement to Protect Water Resources, attached as Exhibit A;

APPROVED AND ADOPTED by the Board of Trustees this 2nd day of May, 2023.

CITY OF CREEDE:

ATTEST:

Mayor
Jeffrey Larson

Date

Attest: Interim City Clerk

Date

INTERGOVERNMENTAL AGREEMENT TO PROTECT WATER RESOURCES

This Intergovernmental Agreement to Protect Water Resources (the “Agreement”), dated as of _____, 2023, is among:

Alamosa County, Colorado
Conejos County, Colorado
Costilla County, Colorado
Mineral County, Colorado
Rio Grande County, Colorado
Saguache County, Colorado
City of Alamosa, Colorado
Town of Antonito, Colorado
Town of Blanca, Colorado
Town of Center, Colorado
Town of Creede, Colorado
Town of Crestone, Colorado
Town of Del Norte, Colorado
Town of Hooper, Colorado
Town of La Jara, Colorado
Town of Manassa, Colorado
Town of Moffat Colorado
City of Monte Vista, Colorado
Town of Romeo, Colorado
Town of Saguache, Colorado
Town of Sanford, Colorado
Town of San Luis, Colorado
Town of South Fork, Colorado

(collectively, the “member jurisdictions”).

RECITALS

- A. Whereas, the member jurisdictions recognize that, while each of them has a unique and individual character, geography, natural environment and resources, and human populations, they are bound together by proximity, history, economics, human and natural resources, and requirements.

- B. Whereas, the member jurisdictions recognize that the interdependency of environmental, economic, and social well-being is founded upon the precious surface water and groundwater resources of the San Luis Valley.
- C. Whereas, the member jurisdictions recognize that efforts currently and will foreseeably exist to transfer water from within the San Luis Valley to outside of the San Luis Valley, and that such transfers will be significantly detrimental to the Valley’s human and natural resources, environment, and abilities to continue to thrive as a community.
- D. Whereas, the member jurisdictions desire to create a Joint Planning Area to facilitate the protection of surface water and groundwater resources from impacts of surface water and groundwater transfers out of the San Luis Valley.
- E. Whereas, the member jurisdictions intend to develop and implement a collaborative policy and regulatory process to protect the quality and quantity of the surface water and groundwater resources running through the Joint Planning Area from impacts of surface water and groundwater transfers from the Joint Planning Area.
- F. Whereas, Colorado Constitution Article XIV, 18 (2) states “[n]othing in this constitution shall be construed to prohibit the state or any of its political subdivisions from cooperating or contracting with one another . . .to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units. . .” and Section 29-1-203, C.R.S. (1) states that “[g]overnments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units . . .”
- G. Whereas, Section 29-20-105(1), C.R.S. authorizes local governments “to cooperate or contract with other units of government . . . for the purposes of planning or regulating the development of land including, but not limited to, the joint exercise of planning, zoning, subdivision, building and related regulations.”
- H. Whereas, Section 24-65.1-101 *et seq.* (“1041”), also known as the Areas and Activities of State Interest Act, authorizes counties and municipalities to identify, designate, and regulate a wide variety of areas and activities through local government permitting processes to protect the resources and interests of their communities.
- I. Whereas, each of the member jurisdictions has properly approved this Agreement.

Now therefore, in consideration of the above and the mutual covenants and commitments made herein, the member jurisdictions agree as follows:

1.0 SAN LUIS VALLEY JOINT PLANNING AREA TO PROTECT SURFACE WATER AND GROUNDWATER RESOURCES

The member jurisdictions hereby establish the San Luis Valley Joint Planning Area To Protect Surface Water and Groundwater Resources (“Joint Planning Area”) and the San Luis Valley Planning Board (“Planning Board”).

- 1.1 The boundaries of the Joint Planning Area are the geographic boundaries of the Counties of Alamosa, Conejos, Costilla, Mineral, Rio Grande, and Saguache.

- 1.2 The initial representatives to the Joint Planning Board shall comprise the San Luis Valley Council of Governments (“SLVCOG”) Board of Directors. Each Director may, subject to the approval of their municipality or county, designate a person instead of the Director to represent their municipality or county on the Planning Board.

2.0 DUTIES AND RESPONSIBILITIES OF THE PLANNING BOARD

- 2.1 The primary duty and responsibility of the Planning Board is to review and make findings and a recommendation on any application submitted to any municipality or county in the Joint Planning Area for a 1041 permit to construct a municipal and industrial water project or a major domestic water system that would export any water from the Joint Planning Area (“Application”). The process and procedure for such findings and recommendations will generally conform to this Agreement and as more specifically set forth in the applicable regulations, and/or such bylaws or policies the Planning Board may subsequently adopt.
 - 2.1.1 Upon receipt of an Application, the Planning Board shall review the Application.
 - A. As provided in the applicable regulations, the Planning Board may retain technical consultants and legal advisors, at the cost of the Applicant, as needed, to review the Application.
 - B. If the Application has not yet been deemed complete, the Planning Board shall, within the timeframe established by the applicable permit regulations, provide written comments to the municipality or county with authority over the Application describing the materials necessary to ensure that the Application includes all the materials required by the applicable permit regulations.
 - C. If the Application has been deemed complete, the Planning Board will consider the Application and any other relevant materials in a public meeting or meetings and make findings and a recommendation pursuant to Section 2.1.2. of this Agreement within 30 days of receipt of the complete Application, or within such other time period required by the municipality or county with jurisdiction over the Application.
 - 2.1.2 After the public meeting(s) to consider the Application, the Planning Board shall make findings as to whether the Application complies with each of the applicable permit regulations.
 - A. The Planning Board may recommend approval of the Application if it finds that the Application complies with each of the applicable permit regulations. If the Application does not comply with each of the permit regulations, the Planning Board shall recommend that the permit be denied.
 - B. Any recommendation to approve the Application shall require a supermajority vote of the Planning Board members present at the meeting.
 - C. The Planning Board shall submit the findings and recommendation in writing to the municipality or county with permit authority over the Application within the timeframe established by the permit regulations.
 - 2.1.3 The municipality or county with permit authority over the Application shall incorporate the Planning Board findings, recommendation, and any supporting

documentation into the record regarding the Application and shall consider such materials at the hearing.

- A. The municipality or county with permit authority over the Application shall deny the Application if it finds, based on all the evidence on the record, that the Application fails to comply with each the of the permit regulations.
 - B. The municipality or county with permit authority over the Application may approve the Application if: i) the Application complies with the permit regulations, and ii) the Planning Board recommended approval of the Application, unless the record clearly demonstrates that the Planning Board's approval is not supported by any competent evidence on the record.
- 2.2 The Planning Board may adopt organizational bylaws or policies as necessary to carry out its duties and will meet as necessary to carry out its duties.
- 2.3 The Planning Board may appoint an advisory committee of organizations or individuals with special expertise and knowledge of the water and groundwater resources in the Joint Planning Area. The advisory committee may, for example, include representatives of local governments or entities with water resource and land use expertise in the Joint Planning Area including but not limited to the San Luis Valley Water Conservancy District, the Rio Grande Conservation District, the Conejos Water Conservancy District, the Trinchera Water Conservancy District, the San Luis Valley Ecosystem Council, the Sonoran Institute, the Colorado Department of Local Affairs, and the Colorado Division of Water Resources.
- 2.4 The SLVCOG shall serve as a repository for reports, plans, studies, and monitoring results regarding the water resources in the Joint Planning Area.
- 2.5 The Planning Board may carry out any other responsibilities and duties related to protection of water resources in the Joint Planning Area as determined by a vote of its members.

3.0 DESIGNATION OF ACTIVITIES OF STATE INTEREST

- 3.1 Member jurisdictions, contemporaneously with its execution of this Agreement, shall designate the following activities of state interest pursuant to Section 24-65.1 - 101 C.R.S. *et seq.*:
- A. Site selection and construction of major new domestic water systems and major extension of existing domestic water systems; and
 - B. Efficient utilization of municipal and industrial water projects.
- 3.2 Nothing in this Agreement shall prohibit or be construed to prohibit any member jurisdiction from designating additional 1041 areas or activities of state interest, nor shall this Agreement affect any previous designation of a 1041 area or activity by any member jurisdiction.
- 3.3 Once a member jurisdiction designates an area of state interest pursuant to this Agreement, no person shall conduct an activity of state interest until regulations have been adopted and the activity has been reviewed and permitted pursuant to this Agreement.

4.0 APPLICABILITY AND EXCLUSIONS

- 4.1 Applicability. Except for activities set forth in Section 4.2 of this Agreement, this Agreement applies as follows:
 - 4.1.1 Major domestic water treatment system shall include any collection, treatment, storage, or distribution system and any of its components for the export of water outside the Joint Planning Area directly or by exchange with the eventual capacity to serve 15 or more service connections. The term components includes without limitation all diversion structures, dams, reservoirs, ponds, water bodies, streams, trenches, wells, pipes, conduits, tanks, pumps, buildings, structures, trucks, and other methods or conveyances.
 - 4.1.2 Municipal and industrial water project means a project, and any of its components to export water outside the Joint Planning Area for eventual use for municipal or industrial purposes, directly or by exchange. The term components includes without limitation diversion structures, dams, reservoirs, ponds, water bodies, streams, trenches, wells, pipes, conduits, tanks, pumps, buildings, structures, trucks, and other conveyances.
- 4.2 Exclusions from Applicability.
 - 4.2.1 Providing augmentation or replacement water to the Rio Grande Basin for the purpose of replacing injurious depletions caused by the use of water within the Joint Planning Area shall not be considered an export of water for purposes of this Agreement, if such water is provided in accordance with the Rules Governing the Withdrawal of Groundwater in Water Division No. 3, the Rio Grande Compact, water court decrees, or other state administrative or judicial requirements.
 - 4.2.2 Export of water from the Joint Planning Area that remains for eventual use within the Rio Grande Basin shall not be considered an export of water for purposes of this Agreement.

5.0 MEMBER JURISDICTION REVIEW AND RECOMMENDATION ON APPLICATION

- 5.1 Each member jurisdiction shall, in analyzing and determining whether an Application satisfies that member jurisdiction's regulations and this Agreement, consider and require mitigation of impacts of the Application occurring in the Joint Planning Area both within and outside the boundaries of the member jurisdiction.
- 5.2 Any member jurisdiction that receives an Application, within three (3) working days shall send such Application to the administrator of the SLVCOG. The SLVCOG shall send a notice to its member jurisdictions that the Application has been received.

6.0 TERM OF THE AGREEMENT AND WITHDRAWAL OF MEMBER JURISDICTION

- 6.1 This Agreement is binding upon each of the member jurisdictions upon that member jurisdiction's execution of the Agreement.
- 6.2 This Agreement shall remain in effect unless the Board of the SLVCOG by majority vote terminates this Agreement.
- 6.3 Following the effective date of this Agreement, any member jurisdiction may withdraw from this Agreement upon 30-day written notice to the Board of the SLVCOG unless that

member jurisdiction has a pending Application. Any member jurisdiction that withdraws from this Agreement shall be bound by the terms of this Agreement for five (5) years from the date of withdrawal.

7.0 NOTICES

Any notice required by this Agreement shall be in writing either by electronic communication or sent by certified or registered mail, return receipt requested, to the administrator Board of the SLVCOG. The date of delivery shall be deemed to be the date of any such notice.

8.0 MISCELLANEOUS

- 8.1 Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- 8.2 Amendment. No amendment, alteration, medication of, or addition to this Agreement shall be valid or binding unless expressed in writing and signed by all of the member jurisdictions.
- 8.3 No Waiver of Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver in whole or in part, by any of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- 8.4 Effective Date. This Agreement shall become effective upon the execution by no less than six (6) of the County member jurisdictions.
- 8.5 Execution by Counterpart. This Agreement may be executed by the member jurisdictions in counterpart.

9.0 APPROVAL AND COMPLIANCE WITH AUTHORITY

This Agreement has been approved by the governing body of each of the member jurisdictions in compliance with all statutes and governing documents.

ALAMOSA COUNTY, COLORADO BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: _____

CONEJOS COUNTY, COLORADO BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: _____

COSTILLA COUNTY, COLORADO BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: _____

MINERAL COUNTY, COLORADO BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: _____

RIO GRANDE COUNTY, COLORADO BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: _____

SAGUACHE COUNTY, COLORADO BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: _____

CITY OF ALAMOSA BY ITS CITY COUNCIL

ATTEST:

BY: _____

TOWN OF ANTONITO BY ITS
BOARD OF TRUSTEES.

ATTEST:

BY: _____

TOWN OF BLANCA BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

TOWN OF CENTER BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

TOWN OF CREEDE BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

TOWN OF CRESTONE BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

TOWN OF DEL NORTE BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

TOWN OF HOOPER BY ITS
BOARD OF TRUSTEES.

ATTEST:

BY: _____

TOWN OF LA JARA BY ITS
BOARD OF TRUSTEES.

ATTEST:

BY: _____

TOWN OF MANASSA BY ITS
BOARD OF TRUSTEES.

ATTEST:

BY: _____

TOWN OF MOFFAT BY ITS
BOARD OF TRUSTEES.

ATTTEST:

BY: _____

CITY OF MONTE VISTA BY ITS
CITY COUNCIL

ATTEST:

BY: _____

TOWN OF ROMEO BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

TOWN OF SAGUACHE BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

TOWN OF SANFORD BY ITS
BOARD OF TRUSTEES.

ATTEST:

BY: _____

TOWN OF SOUTH FORK BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

TOWN OF SAN LUIS BY ITS
BOARD OF TRUSTEES

ATTEST:

BY: _____

Resolution No. 2023-19

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING THE 2023 RECOMMENDATIONS FROM THE VIRGINIA CHRISTENSEN ADVISORY BOARD FOR THE COMMUNITY GRANT PROGRAM, AS MAY BE AMENDED

WHEREAS, the City of Creede reserves approximately one-third of the annual distribution from the Virginia Christensen Trust Fund to fund a community grant program; and

WHEREAS, the City has budgeted \$70,000 in the 2023 calendar year for community grants; and

WHEREAS, the Board of Trustees for the City of Creede, CO has received recommendations for funding from the Virginia Christensen Advisory Board for the 2023 calendar year, attached as Exhibit A, in the amount of \$_____;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, THAT:

SECTION 1: The Board of Trustees APPROVES the recommendations enumerated in Exhibit A as may be amended, in the total amount of \$_____;

APPROVED AND ADOPTED by the Board of Trustees this 2nd day of May, 2023.

CITY OF CREEDE:

ATTEST:

Mayor
Jeffrey Larson

Date

Attest: Interim City Clerk

Date

Recommendations for Virginia Christensen Trust Request
 From the Advisory Committee Review Meeting April 25th, 2023
 For the Board of Trustees Meeting May 2nd, 2023

Requesting Organizations	Vague Project/Funds will be used for...	Funding Request	SZ	VC Board Rec.	BOT Rec.
Days of '92	Various event costs	\$ 5,000.00		\$ 5,000.00	
Headwaters Music Festival	Various event costs	\$ 5,000.00		\$ 5,000.00	
Upper Rio Grande Nordic Club	Skishoes & replace/upgrade snowmobile trailer	\$ 18,518.00		\$ 10,000.00	
Creede Early Learning Center	Staff registration for Rocky Mountain Early Childhood Conference	\$ 5,000.00		\$ 5,000.00	
Creede Historical Society	Camera for live streaming of Creede and events	\$ 5,000.00		\$ 5,000.00	
Creede Repertory Theatre	Education Program, Community Outreach and Holiday Show	\$ 10,000.00		\$ 10,000.00	
Creede Center for the Arts	Costs towards finishing architecture/engineering Phase 1	\$ 20,000.00		\$ 17,700.00	
Creede Arts Council	2023 Willow Creede Journal printing & production costs	\$ 2,050.00		\$ 2,050.00	
Creede Musical Arts Collective	Labor costs	\$ 4,500.00		\$ 4,500.00	
Total Funds Requested:		\$ 75,068.00		\$ 64,250.00	\$ -

VIRGINIA CHRISTENSEN TRUST GRANT FOLLOW UP REPORT

Applicant/Group: _____		
Project Name: _____		
Small Grant (\$1-\$5000) <input type="checkbox"/>	Medium Grant (\$5001-\$20,000) <input type="checkbox"/>	Large Grant (\$20,001+) <input type="checkbox"/>
<input type="checkbox"/> Progress	<input type="checkbox"/> Final	

TOTAL ESTIMATED PROJECT COST \$ _____

PROJECT INCOME

Virginia Christensen Grant (Date received: _____) \$ _____

Total Matching Funds Received *(Medium Grants 10% Required, Large Grants 25% Required)* \$ _____

TOTAL \$ _____

PROJECT EXPENSES

Description	Cost
TOTAL	

Attach invoices and receipts of expenses. Attach a separate expense itemization if necessary.

Describe the impact your project had on the community: (Use a separate sheet if necessary. See "Grant Category Requirements" for additional information & requirements.)

Explain any differences between the project budget submitted with your application and actual income/expenses.

If your project is final and your expenses are less than your income, VC funds **must** be returned to the funds pool for re-distribution (payable to City of Creede) at a ratio equal to that of the project's funding, i.e.:

$$\frac{\text{VC FUNDS}}{\text{TOTAL FUNDS}} = \frac{\text{VC FUNDS RETURNED}}{\text{TOTAL UNUSED}}$$

Please provide an **electronic copy** of all receipts to this report if possible. If not, please provide **ONE** copy of paper receipts. It is not necessary to submit any other reports, slides, clippings, etc. at this time. Please retain these in your files for at least two years. They are subject to inspection by the Advisory Committee or Board of Trustees at any time. File 7 copies of this report with the Town Clerk by the requested deadline.

Signature: _____ Title: _____ Date: _____

**CITY OF CREEDE, COLORADO
RESOLUTION NO. 2023-20**

**A RESOLUTION OF THE CITY OF CREEDE, COLORADO, APPOINTING AN
INTERIM CITY CLERK.**

WHEREAS, the Board of Trustees, as required by Chapter 2, Article 3, Section 2-3-70 of the *Municipal Code of the City of Creede, Colorado* and CRS §31-4-301 shall appoint a City Clerk, to a term not to exceed two (2) years. At the discretion of the Board of Trustees, the City Clerk may be appointed to successive terms.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the City of Creede, Mineral County, Colorado, that:

Section 1. **Resignation.** Sarah Efthim-Williamson previously appointed as City Clerk for a two-year term that ends in April 2024, resigned her position.

Section 2. **Interim Appointment.** Louis Fineberg, currently the City Manager, shall assume the duties of the City Clerk on an interim basis until the appointment of a City Clerk to fill the unexpired term of Sarah Efthim-Williamson.

Section 3. **Effective Date.** This resolution shall become effective immediately upon adoption.

Section 4. **Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. **Certification.** The City Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 2ND DAY OF MAY
2023.**

ATTEST:

CITY OF CREEDE, COLORADO

By _____
Louis Fineberg, Interim City Clerk

By _____
Jeffrey Larson, Mayor