

MIL83ROD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEED (WARRANTY)**

NAME OF AGENCY OR CONTRACTOR: REED C. MILLER

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 200
ROOD AVENUE - BLOCK 100 - LOTS 13, 14, 15, 16, 17, 18 & 19

PARCEL #: 2945-143-12-016

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1983

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WARRANTY DEED

1378658 DOC EXEMPT 11:14 AM
DEC 17, 1984 E.SAWYER, CLK&REC MESA CTY, CO

REED C. MILLER

Grantor(s)

BOOK 1521 PAGE 200

whose address is 3001 North 12th Street
Grand Junction
*County of Mesa, State of

Colorado, for the consideration of
TEN DOLLARS AND OTHER GOOD AND VALUABLE
CONSIDERATION ~~at \$10.00~~ in hand paid, hereby sell(s)

and convey(s) to THE CITY OF GRAND JUNCTION, a Municipal corporation

whose legal address is 250 North Fifth Street, Grand Junction
County of Mesa, and State of Colorado

the following real property in the County of Mesa, and State of

Colorado, to wit:

Lots 13, 14, 15, 16, 17, 18 and 19
in Block 100 of the CITY OF GRAND JUNCTION

also known by street and number as

with all its appurtenances, and warrant(s) to title to the same, subject to 1984 taxes and all future
years, easements, rights-of-way and restrictions of record, and
special assessments, if any.

Signed this 29th day of November, 19 84

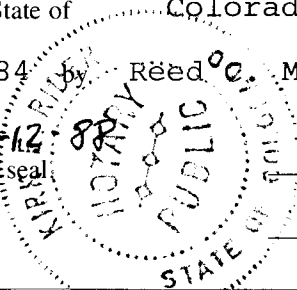
Reed C. Miller

Reed C. Miller

STATE OF COLORADO, }
County of Mesa } ss.

The foregoing instrument was acknowledged before me in the _____ County
of Mesa, State of Colorado, this 29th day
of November, 19 84, by Reed C. Miller

My commission expires 10-12-88
Witness my hand and official seal



Kirt E. Rider

Notary Public

* If in Denver, insert "City and."

Address



May 22, 1936

Mr. Gerald J. Ashby
City Attorney
Grand Junction, Colo.

Dear Gerald:

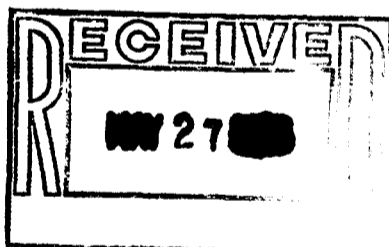
In reply to your letter of the 21st, I would be happy to have the city demolish the structures on the northwest corner of second and Main. They are Cork's Embers, Tanya's, small office building west of Tanya's, and the wood shed at the rear.

I understand that this will be accomplished at no expense to me.

Very truly yours,
Reed C Miller



Mr Reed C Miller
3001 N 12th St #7
Grand Junction Colorado 81506





CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

2-26-87

PRODUCER

LRS., INC.
1200 Wadsworth Blvd.
Lakewood, CO 80215

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Great American Surplus LinesCOMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

MAR 2 1987

INSURED

MacBestos
7000 E. 58th Ave. Suite 1
Commerce City, CO 80022

COVERAGES

THIS IS TO CERTIFY THAT 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE
GENERAL LIABILITY	6 CL 65304	5-28-86	5-28-87	BODILY INJURY	\$	\$
<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
<input checked="" type="checkbox"/> PREMISES OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS COMPLETED OPERATIONS				BI & PD COMBINED	\$ 500,	\$ 500.,
<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL INJURY		\$ 500.,
<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
<input checked="" type="checkbox"/> PERSONAL INJURY						
AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> GARAGE LIABILITY						
EXCESS LIABILITY				BI & PD COMBINED	\$	\$
<input type="checkbox"/> UMBRELLA FORM						
<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
				\$	(EACH ACCIDENT)	
				\$	(DISEASE-POLICY LIMIT)	
				\$	(DISEASE-EACH EMPLOYEE)	
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Remove asbestos

Cork N Embers & Athens Hotel
2nd & Main Grand Junction

CERTIFICATE HOLDER

City of Grand Junction
215 N. 5th
Grand Junction, CO. 81501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard A. Kisel

ACORD 25 (8/84)

© IIR/ACORD CORPORATION 1984

A G R E E M E N T

THIS AGREEMENT, made this 2 day of ~~November~~ ^{December}, 1983, by and between THE CITY OF GRAND JUNCTION, herein referred to as "the City" and HAMBRIGHT/WHEATLAND/EASTERBERG, a joint venture, herein referred to as "the joint venture".

WITNESSETH:

WHEREAS, the joint venture either owns or has options on all of Block 101 in the City of Grand Junction with the exception of Lots 9, 10, 11 and 24 which are owned by the City and,

WHEREAS, the joint venture also has an option to purchase Lots 13 through 19 in Block 100, in which Block the City has substantial other ownership and,

WHEREAS, the parties are desirous of effecting a trade of properties whereby the joint venture will acquire the City's properties in Block 101 and the City will acquire the joint venture's options in Block 100, the net effect of the trade being the consolidation of the parties holdings in each respective block.

NOW, THEREFORE, This Agreement:

1. The City has, prior hereto, but in consideration hereof, transferred to Hambright Corporation, agent for the joint venture, all of the City's right, title and interest in Lots 9 10 and 11 Block 101 in the City of Grand Junction.

2. The joint venture hereby assigns to the City all of its right, title and interest in and to Lots 13 through 19, Block 100, pursuant to that certain option agreement between Reed C. Miller and IDI, dated December 30, 1976 (as amended November 7, 1977). The parties agree that the total purchase price for such lots shall be \$319,540.00 and that the City shall be responsible for the payment of this amount. The joint venture shall be responsible for the payment of the balance of such purchase price, or \$639,080.00. The parties shall attempt to secure the approval of Reed C. Miller to sever the option as herein indicated. In the event such approval is not forthcoming, the parties agree that the option may be exercised by the joint venture according

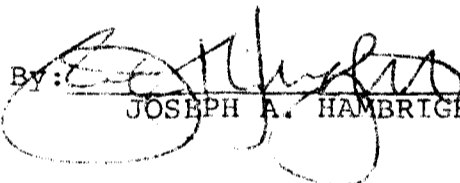
to its terms and each party shall pay its share of the purchase price, as herein indicated. At such closing, the joint venture will thereupon convey to the City title to the above described lots, subject to the proportionate amount of encumbrance set forth in such option if the City elects not to pay cash for its lots. The joint venture hereby guarantees that the option is valid and binding and may be exercised according to its terms.

3. On October 1, 1984, the joint venture shall pay the City \$62,500.00 in cash and the City shall convey to the joint venture by general warranty deed, free and clear of all encumbrances, Lot 23 in Block 101.

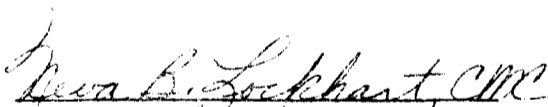
4. This agreement shall be binding upon and inure to the benefit of the heirs, representatives and assigns of the parties.

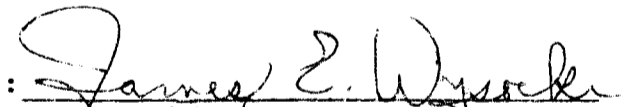
IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

HAMBRIGHT/WHEATLAND/EASTERBERG

BY: 
JOSEPH A. HAMBRIGHT

CITY OF GRAND JUNCTION


Vera B. Lockhart, CMC
City Clerk

BY: 
James E. Wysocki
City Manager

AMENDMENT TO OPTION AGREEMENT

WHEREAS, a certain Option Agreement was entered into December 30, 1976, by and between REED C. MILLER, of Grand Junction, Colorado, "Optionor", and DOWNTOWN DEVELOPMENT, INC., a Colorado corporation, "Optionee", wherein said Optionor gave to Optionee the option and privilege of purchasing the following described property, to-wit:

Lots 13, 14, 15, 16, 17, 18 and 19 in Block 100, and the West 24 feet 10 inches of Lot 25, and all of Lots 26, 27, 28, 29, 30, 31 and 32 in Block 101, and Lots 1, 2, 3, 4, 5, and 6 in Block 101, in the City of Grand Junction, Mesa County, Colorado;

and

WHEREAS, the parties mutually desire to amend said Option Agreement.

NOW, THEREFORE, in consideration of good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Option Agreement is hereby amended in the following respects:

1) The last sentence of Paragraph numbered 1 is amended to read:

"Said option period shall not commence prior to October 1, 1984, except by written agreement of the parties hereto."

2) Paragraph numbered 5 is hereby amended to read as follows:

"5) Possession shall be delivered at the time of closing and utilities shall be adjusted as of said date. During the term of this Option, Optionor shall not grant any new leases or create any tenancies surviving beyond October 1, 1984, without having received Optionee's prior written consent."

EXCEPT AS HEREBY AMENDED and modified, said Option Agreement shall remain in full force and effect.

EXECUTED by the respective parties this 2th day

November
of ~~October~~, 1977.

*Original
signed by*

Reed C. Miller
Reed C. Miller

"Optionor"

DOWNTOWN DEVELOPMENT, INC.

By *LeAnn Schmidt*
President

Attest:

Ann Rasb
Secretary

"Optionee"

STATE OF COLORADO, COUNTY OF MESA

AUG 6 1980

RECORDED AT 9:30 A.M. CLOCK

RECEPTION NO. 1230586

EARL TER. RECORDER

OPTION AGREEMENT

THIS OPTION AGREEMENT, made and entered into this 30TH day of December, 1976, by and between REED C. MILLER of Grand Junction, Colorado, "Optionor", and DOWNTOWN DEVELOPMENT, INC., a Colorado corporation, "Optionee", WITNESSETH:

WHEREAS, Optionee is attempting to obtain title to various properties between Colorado and Rood Avenues and First and Third Streets in Grand Junction, Colorado, hereinafter referred to as "the superblock", and construct thereon a commercial building development, and

WHEREAS, Optionor owns the following described property within said superblock area, to-wit:

Lots 13, 14, 15, 16, 17, 18 and 19 in Block 100, and the West 24 feet, 10 inches, of Lot 25, and all of Lots 26, 27, 28, 29, 30, 31 and 32 in Block 101, and Lots 1, 2, 3, 4, 5 and 6 in Block 101, City of Grand Junction, Mesa County, Colorado;

and

WHEREAS, Optionor is willing to give Optionee an option to purchase Optionor's said real property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED:

1) For and in consideration of the sum of Ten Dollars, receipt of which is hereby expressly acknowledged by Optionor, and in further consideration of the efforts of Optionee to accomplish said superblock concept, and of the options obtained by Optionee from other third party owners of property within the superblock area, Optionor does hereby give to Optionee an option to purchase Optionor's said real property at any time within a 90-day period (hereinafter called the "option period") commencing upon delivery by Optionor to Optionee, on or before October 1, 1984, of written notice of Optionor's election to commence the option period, or, in the absence of such delivery, commencing October 1, 1984. Said option period shall not commence prior to January 1, 1979, except by written agreement of

the parties hereto.

2) Said option may be exercised by written notice from Optionee to Optionor of Optionee's intention to exercise the option delivered to Optionor at any time during the option period. In the event of receipt of said notice from Optionee, Optionor shall, within five (5) days of receipt of said notice, notify Optionee of his election to accept payment in cash or cash in installments to be specified by Optionor as follows:

A maximum of 29% of the purchase price at the time of closing, and the balance in annual payments thereafter with interest on the declining balance at the rate of 8% per annum.

Closing shall be within thirty (30) days of the end of the option period.

3) In the event of the exercise of this option by Optionee, Optionor will make conveyance of merchantable title evidenced by an abstract of title certified to date of closing, or title insurance at Optionor's election, and at Optionor's expense. Adjustments as to property taxes and special assessments will be made to the date of closing.

4) In the event of the exercise of this option, the purchase price shall be \$645,300.00, if exercised prior to January 1, 1979, or, if exercised at a later time, shall be determined as follows:

In 1979 the price shall be 10% greater than that agreed for exercising in 1978;
 In 1980 the price shall be 8% greater than that agreed for exercising in 1979;
 In 1981 the price shall be 7% greater than that agreed for exercising in 1980;
 In 1982 the price shall be 6% greater than that agreed for exercising in 1981;
 In 1983 the price shall be 5% greater than that agreed for exercising in 1982;
 In 1984 the price shall be 5% greater than that agreed for exercising in 1983.

5) Possession shall be delivered at the time of closing and utilities shall be adjusted as of said date. During the term of this option, Optionor shall not grant any new leases or create any tenancies surviving beyond January 1, 1980, without having received Optionee's prior written consent.

6) All personal property is excluded from the terms of this option.

7) The option herein contained is specifically subject to the following conditions to be met by Optionee:

a) The sum of \$12,906.00 shall be paid by Optionee to Optionor on or before May 1, 1977, which sum shall be applied upon the purchase price in the event that Optionee exercises the option herein contained.

b) Prior to July 1, 1977, Optionee shall have obtained title, or effective options to purchase title, to 51% or more of the property included within the superblock area and have delivered to Optionor a list of said properties and recording data with reference to the recording of options, or conveyances of said property to Optionee.

It is expressly agreed that if either of said conditions contained in this Paragraph 7 are not met by Optionee within the times specified, Optionee shall then be required to furnish Optionor with a written release of the option herein contained, effectively releasing Optionor's said real property from the lien created by this instrument.

8) Any dispute arising under, out of, in connection with or in relation to this agreement or the making or validity thereof, or its interpretation, or any breach thereof, shall be determined and settled by arbitration in Grand Junction, Colorado, pursuant to the rules of the American Arbitration Association then existing; provided, however, that any arbitrator or arbitrators appointed hereunder shall be realtors doing business in the County of Mesa and State of Colorado. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court, state or federal, having jurisdiction. In addition to the rules of the American Arbitration Association, Rule 109 of the Colorado Rules of Civil Procedure and C.R.S., 1973, §13-22-101, et seq., shall govern. The losing party shall pay all costs of arbitration which shall include reasonable attorney's fees incurred by the prevailing party.

9) Each party agrees to hold harmless and indemnify the other party against broker fees or finder fees by any

third party by reason of the transaction contemplated by this agreement.

10) Time shall be of the essence of this agreement. Wherever written notice is provided for herein, such notice shall be deemed given when deposited in the United States mail, postage prepaid, certified mail with return receipt requested, addressed as follows:

Reed C. Miller
3001 North 12th Street - #7
Grand Junction, Colorado 81501

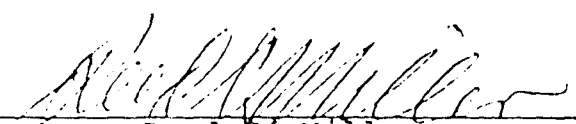
Downtown Development, Inc.
443 North 6th Street
Grand Junction, Colorado 81501.

Nothing herein shall preclude notice by personal delivery if written receipt of such notice is given. Notice of change of address shall be given in the same manner as other notices.

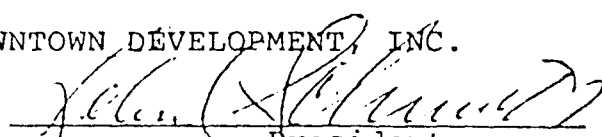
11) This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties hereto.

12) This agreement is performable in the County of Mesa, State of Colorado, where venue for arbitration or legal action, as the case may be, is expressly laid. Modifications or amendments to this instrument shall be effective only if made in writing and executed by the parties with the same formality as and by making reference to this option agreement.


EXECUTED by the respective parties the day and year first above written.



Reed C. Miller
"Optionor"

DOWNTOWN DEVELOPMENT, INC.
By 

President

Attest:


Secretary

"Optionee"

PURCHASE MONEY MORTGAGE

Dated: October 1, 1984

The City of Grand Junction, a municipal corporation of the State of Colorado, acting by its President of the City Council, hereinafter referred to as "Mortgagor", in consideration of TEN DOLLARS and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant, bargain and convey to Reed C. Miller, or his heirs, administrator, executor or assignee, hereinafter referred to as "Mortgagee", in fee simple the real property situate in the County of Mesa, State of Colorado, and described as follows:

Lots 13, 14, 15, 16, 17, 18 and 19 in Block 100
CITY OF GRAND JUNCTION.

To have and to hold the same together with all and singular the appurtenances and privileges thereunto belonging or appertaining, and all the estate, right, title, interest and claim whatsoever of the Mortgagor either in law or equity to the proper use, benefit and behalf of the Mortgagee, his heirs, administrator, executor or assignee. And the Mortgagor hereby warrants that it is well and truly seized of good and indefeasible title to the real property described herein, in fee simple, free and clear of liens and encumbrances, except the Mulder lease.

This Mortgage is given to secure a Purchase Money Promissory Note between the parties of even date herewith in a principal amount of \$257,040.00, bearing interest at the rate of 8% per annum.

Mortgagor's Entitlement to Release of Mortgage Lien

Mortgagor shall be entitled to a release of the mortgage lien evidenced hereby upon payment of all designated principal set forth above together with interest.

Mortgagee's Rights in the Event of Nonpayment by the City

In the event the City fails to make the payment of principal under said Note, then, in such event, the Mortgagee, or his heirs, administrator, executor or assignee, shall be entitled to all right, title and interest in said real property and shall as soon as is practicably possible and within an amount of time as is commercially reasonable, sell the subject property in its entirety; the proceeds of such sale shall first be applied by Mortgagee, or his heirs, administrator, executor or assignee, to the payment of the principal under said Note, and the expenses associated with such sale; any and all remaining proceeds shall be disbursed to the City by Mortgagee, or his heirs, administrator, executor or assignee.

PURCHASE MONEY PROMISSORY NOTE

Dated: October 1, 1984

FOR VALUE RECEIVED, the City of Grand Junction, a municipal corporation of the State of Colorado, acting through its President of the City Council (the "Maker"), promises to pay to the order of Reed C. Miller, his heirs, administrator, executor or assignee, (the "Payee"), the sum of TWO HUNDRED FIFTY-SEVEN THOUSAND FORTY DOLLARS (\$257,040.00), payable as follows:

Five level principal payments of \$51,408.00 each on October 1, 1985, 1986, 1987, 1988 and 1989, and

On the same dates, payment of all interest, computed at 8% per annum, that has accrued on the outstanding principal balance during the previous year.

Upon payment of principal and interest, the Maker shall be entitled to release of the real property pledged pursuant to the terms of that certain Purchase Money Mortgage executed of even date herewith wherein the Maker is the mortgagor and Reed C. Miller, his heirs, administrator, executor or assignee, is the mortgagee. And all persons to whom these presents may come are referred to the Mortgage for its effect upon the within Note for procuring the release of property from its Mortgage lien. Specifically, reference is made to the fact that, as set forth in said Mortgage, in case of the failure of the Maker hereof to make the designated payment of principal hereunder as the same matures and becomes due, there shall be no further obligation of the Maker to pay the balance then due under the Note and the only recourse of the Payee or his assignee is against the real property pledged pursuant to the Mortgage, and in accordance with the terms and conditions thereof.

This Note is secured by said Purchase Money Mortgage pledging certain real property located in Mesa County, Colorado, on this 1st day of October, 1984.

CITY OF GRAND JUNCTION

Attest:

Neva B. Lockhart, CMC
City Clerk

By: J.S. Mike Richard
President of the Council

1515329 02:32 PM 05/08/89
E. SAWYER, CLK&REC MESA COUNTY CO

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, THE CITY OF GRAND JUNCTION, a municipal corporation of the State of Colorado, of the County of Mesa in the State of Colorado, by PURCHASE MONEY MORTGAGE dated the 1st day of October, 1984, and duly recorded in the Office of the County Clerk and Recorder of the County of Mesa in the State of Colorado, on the 17th day of December, 1984, in book 1521 at page 201 of the records, in said office, encumbered Lots 13 thru 19 inclusive, in Block 100, City of Grand Junction to secure the payment of the indebtedness mentioned therein.

AND WHEREAS, Said indebtedness has been paid and the purposes of said Purchase Money Mortgage have been fully satisfied;

NOW, THEREFORE, at the request of the legal holder of the indebtedness secured by said Purchase Money Mortgage, and in consideration of the premises, I, Reed C. Miller, of said County of Mesa, do hereby remise, release and quit-claim unto the City of Grand Junction, a Municipal Corporation, owner, and unto the heirs, successors and assigns of said owner or owners forever, all the right, title and interests which I have under and by virtue of said Purchase Money Mortgage in and to the said real estate in said Purchase Money Mortgage particularly described, reference to which is hereby made by greater certainty.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging forever. AND FURTHER, that the said Purchase Money Mortgage is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged.

WITNESS my hand and seal this 24th day of April 1989.

Reed C. Miller (SEAL)

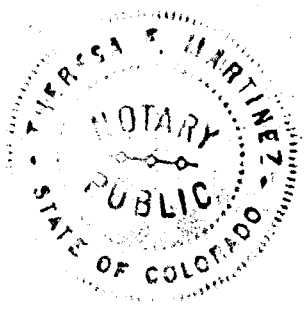
STATE OF COLORADO,)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 24th day of April, 1989, by Reed C. Miller.

My commission expires 6-18-91

Witness my hand and official seal.

Theresa S. Martinez
Notary Public



88-3-135

September 11, 1984

Kirk Rider, Esq.
200 Grand Avenue
Grand Junction, Colorado 81501

Re: Reed Miller Property

Dear Kirk:

A short time ago, we spoke concerning the City's option on lands owned by Reed Miller, a client of your firm. The option is to be exercised prior to October 1, 1984. When last we contacted Reed, he was willing to make almost any kind of an arrangement on the properties. We would like to explore with him and you what might be done.

Would it be possible to meet sometime later this week or early next week with you and Reed? I will await your call.

Sincerely,

Gerald J. Ashby
City Attorney

GJA:jc



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

9/28/84

TO: Kirk Rider

FROM: Gerald Ashby *GA*

Check enclosed for \$62,500.00 to Reed Miller. Please go forward with preparation of your documents. I will complete our documents as soon as I return from vacation, October 15th.

GJA:jc

Lee Miller deal

Note:
Date: October 1, 1984
Payee: Reed C. Miller
Term: \$257,040
Payable:

At the rate
51,408.00 on or before October 1,
1984, with payments of like
amount on or before October 1st
of succeeding years until paid
in full

Interest at the rate of 8%
per annum shall be paid on the
unpaid balance shall be paid
with each installment

Oct. 1, 1984

Mr. Gerald Ashby
City Attorney
250 North Fifth St.,
Grand Junction, Colorado, 81501

Dear Mr. Ashby:

Thank you for the check received today
as down payment on lots 13-19, block 100.

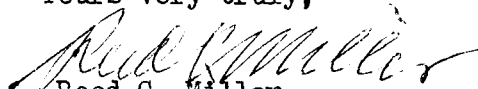
I am writing Mel Mulder of Cork ,N Embers
informing him that the city will be purchasing his property
as of today.

His rent is paid up through September, 1984.
He is responsible for all maintenance and utilities.
According to his lease through Dec. 31, 1984, his basic
rent is \$920 per month plus \$123 per month on 1984 taxes.
He thus pays a total of \$1043 per month.

His tax increment as been figured on this
basis: 1953 taxes were \$1108.49; he pays the difference
each year between current taxes and the above figure which
is approximately \$123 per month. At the end of each year
we adjust for the actual figure.

I shall look forward to hearing from you
and Kirk Rider in the near future.

Yours very truly,


Reed C. Miller

3001 North 12th St., #7
Grand Junction, Colo. 81501

Copy to Mel Mulder.

RECEIVED OCT 3 1984

October 17, 1984

Kirk Rider, Esq.
200 Grand Avenue
Grand Junction, Colorado 81501

Re: Reed C. Miller Transaction

Dear Kirk:

Please review the enclosed Purchase Money Promissory Note and Purchase Money Mortgage in the above matter.

If the enclosed documents meet with your approval, let me know and we will set a closing date.

Yours truly,

Gerald J. Ashby
City Attorney

GJA:jc
Enclosures

FRANK M. HOCKENSMITH
DAN G. GRIFFIN
KIRK RIDER
JAMES S. CASEBOLT
RONALD W. GIBBS
CATHY P. HOLLINGSWORTH
GARY L. DOEHLING
TERRY D. SLATER

YOUNGE & HOCKENSMITH
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
200 GRAND AVE., SUITE 500
P.O. BOX 1768
GRAND JUNCTION, COLORADO 81502-1768
303-242-2645

OF COUNSEL
THOMAS K. YOUNGE

October 29, 1984

Gerald J. Ashby
City Attorney
City of Grand Junction
250 North 5th
Grand Junction, CO 81501

Re: Reed Miller Transaction

Dear Jerry:

I have reviewed the Purchase Money Mortgage and Special Obligation Promissory Note we picked up at your office last week. The mortgage is perfectly satisfactory in these circumstances. I propose to describe the payments to be made under the note somewhat differently, by substituting the following language for the indented language contained in your note:

- (a) 5 level principal payments of \$51,408 each on October 1, 1985, 1986, 1987, 1988, and 1989, and
- (b) On the same dates, payment of all interest, computed at 8% per annum, that has accrued on the outstanding principal balance during the previous year.

The purpose of these changes is to make clear that the stated annual payment amounts are principal only and will be augmented by payments of interest which will decline over the term of the note.

I enclose for your review a copy of the Warranty Deed we propose to deliver. If that Deed, and my suggested changes to the Note, are acceptable, we will close at your convenience.

Very truly yours,

YOUNGE & HOCKENSMITH
Professional Corporation

By *Kirk*
Kirk Rider

dk
Enc.
cc: Reed Miller

Gerald J. Ashby
October 29, 1984
Page 2

P.S. Jerry, Transamerica Title has promised to send you a copy of the title commitment they furnished to us. There appears to be a party wall agreement between Lots 19 and 20. Our Lot 19 does not have a structure on it, so I don't expect you to have a problem with the agreement. Otherwise, the title seems unexceptionable.

November 21, 1984

Kirk Rider, Esq.
P. O. Box 1768
Grand Junction, Colorado 81502

Re: Reed Miller Transaction

Dear Kirk:

I am enclosing the City's Note and Mortgage on the Reed Miller transaction.

It is my understanding that you will prepare and furnish us with the Deed and will prepare a simple closing statement covering taxes and other considerations.

Very truly yours,

Gerald J. Ashby
City Attorney

GJA:jc
Enclosures

CLOSING STATEMENT

November 29, 1984

SELLER: REED C. MILLER

BUYER: THE CITY OF GRAND JUNCTION, a Municipal corporation

PROPERTY: Lots 13, 14, 15, 16, 17, 18 and 19 in Block 100 of the CITY OF GRAND JUNCTION.

Purchase Price	\$319,540.00
By Note and Mortgage	<u>257,040.00</u>
Balance paid by Buyer's check 9/26/84	\$ 62,500.00

Adjustment for Taxes: Adjustment of 1984 taxes to be made upon receipt of property tax notice in 1985. 1984 taxes will be prorated the date of closing.

SELLER'S EXPENSES:

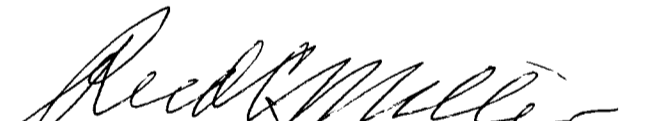
Title Insurance	\$622.00
Recording Mortgage	6.00
2 Tax Certificates	10.00

TOTAL \$638.00


BUYER'S EXPENSES:

Mortgage Insurance	\$ 20.00
Recording Warranty	
Deed	3.00

TOTAL \$ 23.00


Reed C. Miller, Seller

CITY OF GRAND JUNCTION

By 
President of the Council
Buyer

January 28, 1985

Kirk Rider, Esq.
200 Grand Avenue
Grand Junction, Colorado 81501

Re: Reed Miller Transaction

Dear Kirk:

I received a call from Reed Miller last week indicating that the City owed him some \$1,100.00 or more as he had paid the County Treasurer for the months of October, November and December for the taxes on the property that the City is purchasing.

As you are aware, we owe no taxes after October 1st. I think it would be easier for you to get back from Gena the monies paid. Let me know what transpires.

I don't think we have finally concluded this matter as to the figures owed back and forth.

Sincerely,

Gerald J. Ashby
City Attorney

GJA:jc

~~2~~ ~~100~~
 2652.61 13614
 2032.50 15-19

 4) 4685.11 1171.28

~~1171.28~~ 4685.12

1171.28 city owes me

Red Miller

~~100.30, 79~~

Oct. 1, 1984

through 31, 1984

Oct Dec 1984 taxes

city owes

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Transamerica Title Insurance Company

	AMOUNT	PREMIUM
Younge, Hockensmith, Griffin, Rider	OWNER \$ 319,540.00	\$ 622.00**
	MORTGAGE \$ _____	\$ _____
	ADDITIONAL CHARGES	\$ _____
	COST OF TAX CERTIFICATE	\$ 10.00
	SURVEY COSTS	\$ _____
	TOTALS	\$ _____

Attn: Kirk Rider

Your Reference _____

CC's To:

No. 6814772 C

722.00

Sheet 1 of _____

100.00 Abstr. Surrender
622.00

COMMITMENT TO INSURE

Transamerica Title Insurance Company, a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the conditions and stipulations attached.

Customer Contact: Karen Anderson
Phone: 242-8234

By Nathaniel B. Fay
AUTHORIZED SIGNATURE

The effective date of this commitment is October 3, 19 84 at 7:00 A.M.
At which time fee title was vested in:

REED C. MILLER

SCHEDULE A

- 1. Policies to be issued:
 - (A) Owners':

CITY OF GRAND JUNCTION

- (B) Mortgagee's:

SCHEDULE A—Continued

2. Covering the Land in the State of Colorado, County of Mesa
Described as:

Lots 13, 14, 15, 16, 17, 18, and 19 in
Block 100 of
the CITY OF GRAND JUNCTION..

COMMUNO
by *[Signature]*

PARTY WALL AGREEMENT
Carl Z. Duncan at 21 -to- A. K. Anderson
Filed for Record JUL 18 1937 at 4:41 o'clock P. M.
E. W. Jordan, Recorder

PARTY WALL AGREEMENT

THIS AGREEMENT, made this 10th day of March, 1937, between Carl Z. Duncan and Lucille Duncan, parties of the first part, and A. K. Anderson, party of the second part, WHEREAS THAT WHEREAS The first parties are the owners of Lot 20 in Block 100 in the City of Grand Junction, Mesa County, Colorado, and second party is the owner of Lot 19 in said block; AND WHEREAS The first parties are about to erect a building on said lot 20, in the course of which they propose to erect a party wall composed of brick, 12 inches in thickness, 28 feet in length and 18 feet in height, to be located 6 inches on Lot 20 and 6 inches on Lot 19; that is to say, one-half of said wall is to stand on the lot of first parties and the other half on the lot of second party, which wall is to be used as a party wall by the parties to this agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED, between said parties, in consideration of the premises, that first parties will so build and erect a brick party wall, 12 inches in thickness, 28 feet in length and 18 feet in height, on the line between said lots; that the center of said wall shall be on the division line of the above-described lots.

IT IS MUTUALLY AGREED that the total cost of the construction of said wall, including concrete filler, is \$337.00; and second party for himself, his heirs and assigns, covenants and agrees with first parties that he, his heirs and assigns, will pay one-half of the cost of said wall to them, their heirs or assigns, to-wit: the sum of \$167.00, when he or they shall join to and use the said wall for any building which he or they may desire or have occasion to erect on the lot of second party; that until said payment is made the legal title to said wall shall remain in first parties.

IT IS FURTHER MUTUALLY AGREED that, if it shall hereafter become necessary to repair or rebuild the whole or any portion of said party wall, the expense of such repairing or rebuilding shall be born equally between the parties hereto and their respective heirs and assigns, after party of second part, begins using said wall.

AND IT IS FINALLY MUTUALLY AGREED that the covenants herein shall be perpetual and at all times be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Carl Z. Duncan (SEAL)
Lucille Duncan
A. K. Anderson (SEAL)

STATE OF COLORADO) The foregoing instrument was acknowledged before me this _____ day of
COUNTY OF MESA) March, 1937, by Carl Z. Duncan, Lucille Duncan and A. K. Anderson.

WITNESS My hand and official seal.) Commission expires Jan. 20, 1940.
(O. E. BOLCH, NOTARY PUBLIC)) O. E. Bolch
(MESA COUNTY, COLORADO)) Notary Public.

REQUEST FOR TREASURER'S CERTIFICATE OF TAXES DUE

DATE 10/5/84
 TITLE CO. TTIC
 ORDER NO. 6814772
 SELLER Miller, Reed C.
 BUYER City of Grand Junction
 LENDER Younge & Hockensmith
 PERSON ORDERING kc
 SCHEDULE NO.
2945-143-13-006
 1983 GEN TAX PAID 2,023.41
 19__ MOBILE HOME TAX PAID _____
 19__ SPECIAL ASSESSMENT PAID _____
 19__ IMPROVEMENT DISTRICT PAID _____

STATE OF COLORADO
 COUNTY OF MESA

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due upon the parcels of real estate described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

DESCRIPTION OF TRACT OR LOT	TAX	AMOUNT DUE AS OF DATE OF CERT.
Lots 15 to 19 inc Blk 100 Grand Junction CERTIFIED DATE 10-9- 19 84	1983 GENERAL TAX	none
	1983 MOBILE HOME TAX	none
	1984 SPECIAL ASSESSMENT	none
	PENALTY	none
	IMPROVEMENT DISTRICT	none
	PENALTY	none
	IN FULL OF ALL FUTURES	none
	OUTSTANDING TAX SALES	none
	WITH ENDORSEMENTS THEREON	none
	ADVERTISING FEE	none
CK <u>Jem</u>	TOTAL DUE	none
GENA M. HARRISON Mesa County Treasurer PAID 5371 OCT 07 84 5.00 By <u>Fathy Davanny</u>		

RETURN ALL COPIES TO TREASURER'S OFFICE
 REQUEST FOR TREASURER'S CERTIFICATE OF TAXES DUE

DATE 10/5/84
 TITLE CO. TTIC
 ORDER NO. 6814772
 SELLER Miller, Reed C.
 BUYER City of Grand Junction
 LENDER Younge & Hockensmith
 PERSON ORDERING kc
 SCHEDULE NO. 2945-
 -143-13-007
 1983 GEN TAX PAID _____ 2,640.75
 19___ MOBILE HOME TAX PAID _____
 19___ SPECIAL ASSESSMENT PAID _____
 19___ IMPROVEMENT DISTRICT PAID _____

STATE OF COLORADO
 COUNTY OF MESA

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due upon the parcels of real estate described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein;

DESCRIPTION OF TRACT OR LOT	TAX	AMOUNT DUE AS OF DATE OF CERT.
Lots 13 & 14 Blk 100 City of Grand Junction	1 <u>83</u> GENERAL TAX _____	none
	1 <u>83</u> MOBILE HOME TAX _____	none
	1 <u>84</u> SPECIAL ASSESSMENT _____	none
	PENALTY _____	none
	IMPROVEMENT DISTRICT _____	none
	PENALTY _____	none
	IN FULL OF ALL FUTURES _____	none
	OUTSTANDING TAX SALES WITH ENDORSEMENTS THEREON _____	none
	ADVERTISING FEE _____	none
	TOTAL DUE	none

CERTIFIED DATE

10-9- 1984

CK [Signature]

GENA M. HARRISON
 Mesa County Treasurer

PAID \$2640.75 OCT 07, 84
 BY [Signature] 5.00

Value as of January,
Mesa County, State of Colorado

**Retain This Portion
for your Receipt**

DUE YEAR	MILL LEVY	TAC	PROPERTY OWNER
1984	85.651	10108	MILLER REED C
PARCEL NUMBER	ACRES		
2945-143-13-007			
TAX SALE # FROM PREVIOUS UNPAID TAXES			

3001 N 12TH ST NO 7
GRAND JUNCTION CO 81501

LEGAL DESCRIPTION OR LOCATION OF PROPERTY (Description may be incomplete)
LOTS 13 + 14 BLK 100 GRAND JUNCTION

PROPERTY	VALUE	AMOUNT DUE	DISTRIBUTION OF YOUR TAXES	
REAL LAND	8,340	714.33	MESA COUNTY	546.31
REAL IMPV	22,630	1,938.28	SCHOOL DIST. 51	1,613.85
			CITY OF GRND JCT	247.76
			MISC.	244.69

Detach correct number
For detailed instruction read back of first sheet.

1st Installment Due and
Payable by February 28th in
The Amount of **1,326.31**

2nd Installment Due and
Payable by July 31st in
The Amount of **1,326.30**

Full Payment Due and
Payable by April 30th in
The Amount of **2,652.61**

REAL PROPERTY

REAL PROPERTY

REAL PROPERTY

PARCEL
2945-14313-0075

PARCEL
2945-14313-0075

PARCEL
2945-14313-0075

Penalties _____
Advertising _____
Fees _____
Total Paid _____

Penalties _____
Advertising _____
Fees _____
Total Paid _____

Penalties _____
Advertising _____
Fees _____
Total Paid _____

1984 Taxes based on Assessed
Value as of January 1, 1984.
Mesa County, State of Colorado

**Retain This Portion
for your Receipt**

DUE YEAR	MILL LEVY	TAC	PROPERTY OWNER
1984	85.651	10108	MILLER REED C
PARCEL NUMBER	ACRES		
2945-143-13-006			
TAX SALE # FROM PREVIOUS UNPAID TAXES			
			3001 N 12TH ST - MO 7 GRAND JUNCTION CO 81501

LEGAL DESCRIPTION OR LOCATION OF PROPERTY (Description may be incomplete)
LOTS 15 TO 19 INC BLK 100 GRAND JUNCTION

PROPERTY	VALUE	AMOUNT DUE	DISTRIBUTION OF YOUR TAXES	
REAL LAND	20,840	1,784.97	MESA COUNTY	418.60
REAL IMPV	2,890	247.53	SCHOOL DIST. 51	1,236.57
			CITY OF GRND JCT	189.84
			MISC.	187.49

Detach correct numbered stub relating to your payment.
For detailed instruction read back of first sheet.

1st Installment Due and
Payable by February 28th in
The Amount of 1,016.26

2nd Installment Due and
Payable by July 31st in
The Amount of 1,016.24

Full Payment Due and
Payable by April 30th in
The Amount of 2,032.50

REAL PROPERTY

REAL PROPERTY

REAL PROPERTY

PARCEL
2945-14313-0067

PARCEL
2945-14313-0067

PARCEL
2945-14313-0067

Penalties _____
Advertising _____
Fees _____
Total Paid _____

Penalties _____
Advertising _____
Fees _____
Total Paid _____

Penalties _____
Advertising _____
Fees _____
Total Paid _____

Reed C. Miller property

Balance $\$319,540.$

Payment $\frac{62,500}{\$257,040}$

at 8% for 5 years

$\$51,531$ per year

$\frac{\$51,408}{5 \overline{) 257,040}}$

Date Oct. 1, 1984.

Reed C. Miller

TO SA
DATE 9/27 TIME 11:00

WHILE YOU WERE OUT

M Thomas Young
OF
PHONE 242-2645 EXT.

<input checked="" type="checkbox"/> TELEPHONED	<input checked="" type="checkbox"/> PLEASE CALL
<input type="checkbox"/> RETURNED YOUR CALL	<input type="checkbox"/> WILL CALL AGAIN
<input type="checkbox"/> CAME TO SEE YOU	<input type="checkbox"/> WANTS TO SEE YOU
<input type="checkbox"/> WILL RETURN TO SEE YOU	<input type="checkbox"/> URGENT

MESSAGE:

10/15
Fred Miller
3-1748

BY gc