

**TOWN OF MILLIKEN
RESOLUTION NO. 18-28**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF MILLIKEN
APPROVING A CONTRACT FOR SALE BETWEEN THE TOWN OF MILLIKEN AND
MARTIN LAND, LLC AND LINDA BLACKMER FOR PROPERTY LOCATED AT 106
N. JOSEPHINE AVENUE AND AUTHORIZING THE USE OF HMGP BUYOUT
PROGRAM GRANT FUNDS**

WHEREAS, the Town of Milliken ("Town") is authorized pursuant to C.R.S. § 31-15-101(1) to acquire, hold, lease and dispose of property, both real and personal, and to exercise such other incidental and implied powers as may be necessary to carry out the proper management of Town property; and

WHEREAS, the flooding that occurred in the Fall of 2013 caused extensive damage to many properties in the Town which led to the Town's adoption of new floodplain mapping; and

WHEREAS, the Town's updated mapping resulted in certain properties, including the mobile home park property at 106 N. Josephine Avenue (the "Property"), to be located in the floodplain area; and

WHEREAS, the Town applied for and has been awarded Hazard Mitigation Grant Program ("HMGP") funds from the Federal Emergency Management Grant Program for purposes of purchasing the Property through the HMGP Property Acquisition Program; and

WHEREAS, the Board of Trustees desires to utilize HMGP grant funds to purchase the Property and to thereafter utilize the Property as open space as required under the HMGP Program.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MILLIKEN, COLORADO, that:

Section 1. The Board of Trustees of the Town of Milliken ratifies and approves: (1) the contract for sale with Martin Land, LLC and Linda Blackmer in substantially the same form as attached hereto as Exhibit 1; (2) the execution of all other documents necessary to close the purchase of 106 No. Josephine Avenue; (3) the performance of all other actions necessary to close such purchase by the Mayor, the Town Administrator, and Town staff; and (4) the expenditure of HMGP funds to complete such purchase.

Section 2. This Resolution shall take effect immediately.

ADOPTED AND APPROVED this 25th day of July, 2018.



Beau Woodcock, Mayor

ATTEST:



Cheryl Powell, Town Clerk

EXHIBIT 1
FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

[See attached document]

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 21 day of Sept, 2018, by and between Town of Milliken, a political subdivision of the State of Colorado, and Martin Land, LLC, a Colorado limited liability company ("Seller"), regardless of the number of signatories.

The Town of Milliken is acting under a FEMA Hazard Mitigation Grant Program Grant (HMGP) and/or a HUD CDBG-DR grant administered by the Colorado Division of Homeland Security and Emergency Management (DHSEM) and desires to purchase from Seller all that certain tracts, lots or parcels of land together with all improvements located thereon located in Town of Milliken, CO (collectively, the "Premises") more particularly described as follows, to-wit: 106 North Josephine Avenue, Legal Description: That parcel of real property known as 106 N. Josephine Avenue, Milliken, Colorado, and more particularly described as follows: Lots 1-6, inclusive and lots 22 through 32, inclusive, Block 41, Town of Milliken Plat, Weld County, State of Colorado recorded July 23, 1989 at reception no. 143902; and Tracts A through I, inclusive, Block 41, Iron Horse Subdivision, Town of Milliken, Weld County, State of Colorado recorded December 14, 1987 at reception no. 2124658; and Lots 1 and 2, Block 1, Martin Minor Subdivision, Town of Milliken recorded August 9, 2017 at reception no. 4325669, together with all water and water rights appurtenant to the Premises herein described and all minerals rights owned by Seller.

Seller represent and understand:


- The Premises was damaged by flood;
- The Town of Milliken qualifies for the assistance being granted under the HMGP and/or CDBG-DR grant;
- The Seller have no obligation to sell the Premises under this program and does so voluntarily; and
- That if Seller withdraw from this sale, Town of Milliken will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale.

The parties agree as follows:

1. Seller agree to sell the Premises and mineral rights described above to Town of Milliken for the sum of \$297,100.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises and underlying Mineral Rights in fee simple, clear of all liens and encumbrances.
2. Town of Milliken agrees to pay Seller for said Premises the sum of \$297,100.00 payable at closing after the acceptance of this Agreement and approval of Seller's title. This transaction shall be closed no later than ninety (90) days from the date of execution of this contract as set forth above as mutually agreed upon by Seller and Town of Milliken. Time is of the essence and this closing date may not be extended without the written authorization of the parties. Possession of the subject property will be given to the Purchaser at the time of the closing, however, mobile homes located on the Premises, once vacated by tenants, shall be removed by Seller no later than 35 calendar days after the closing date. Tenants to be relocated have up until 30 days after closing to vacate the Premises. Five (5) days prior to the closing date, Town of Milliken shall deposit with Stewart Title, 1801 59th Ave., Suite. 203, Greeley ("Title Company"), the necessary cash to close the transaction. If, on the closing date, Seller have removed all four (4) mobile homes from the Premises, the Title Company shall immediately proceed to close this transaction. In the event one or more of the mobile homes remain on the Premises as of the date of closing, Title Company shall retain in escrow Twenty Thousand Dollars (\$20,000) ("Post-closing Escrow") and close the transaction with payment of the balance in the amount of \$277,100 to Seller. The Post-closing Escrow shall be held for 35 days following closing. On the 36th day following closing, the Title Company shall either: (1) remit the remaining \$20,000 held in escrow to the Seller upon written instruction from the Town that the Seller has completed removal of all four mobile homes from the Premises; or (2) shall return the Post-closing Escrow funds to the Town of Milliken in the event Seller fails to remove all four mobile homes from the Premises. Further, if Seller fails to remove any of the mobile homes within 35 days of the closing date, the Town of Milliken shall have full right and authority to determine such mobile homes are abandoned and shall be authorized to remove such remaining mobile homes from the Premises, retain in full the Post-closing Escrow and charge the Seller the balance, if any, of the cost of removal which amount shall be paid to the Town of Milliken by Seller within thirty (30) days of the date of invoice.
3. Seller acknowledges that the price to be paid for the property is the Fair Market Valuation of the pre-flood value of \$275,000.00 with deductions and compensation for any:
 - Insurance payment received by Seller for structural damage from flood insurance of \$0.00.
 - \$0.00 for any Federal Grants (i.e., FEMA Individual Assistance or Small Business Administration) for structural repairs for which the Seller cannot document as expended on repair of the damaged structure.
 - Donations received by Seller from individuals or non-profit organizations intended for repair of the damaged structure in the amount of \$0.00.
 - Additional compensation of \$22,100.00 for mineral rights as appraised by Heinle & Associates, Inc., March 1, 2015 will be paid to Seller at closing. At time of closing mineral rights will be conveyed to the Town via separate warranty deed.
4. Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5. Seller understand that HMGP and/or CDBG-DR funds being used for the purchase of the Premises cannot and will not duplicate benefits received by the Seller for the same purpose (i.e. compensation for property purchase price) from any other funding source. Seller agrees to return any monies received if such monies amount to a duplication of benefits or program regardless of when additional funds are received into the future. Town of Milliken is responsible for reporting additional funds received by a property owner to Colorado DHSEM in order for repayment coordination to FEMA or HUD.
6. Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to Town of Milliken. Additionally, mineral rights to the property will be conveyed via separate warranty deed. Seller also agree to execute now and in the future, any and all documents required by Town of Milliken and/or DHSEM to complete this transaction and to comply with Town of Milliken, State or Federal regulations relating to Federal grants.
7. Seller will not, without prior written notification to and written approval received from Town of Milliken, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide value appraisals of such improvements as is required by Town of Milliken. The value of the improvements allowed to be removed by Town of Milliken, as unilaterally determined by Town of Milliken, will be deducted from the purchase price at closing or, if post-closing, paid by Seller to Town of Milliken within ten (10) days after removal. Town of Milliken will contact Colorado DHSEM in order to facilitate the return of monies to FEMA or HUD.
8. Sellers agree that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises.
9. Seller also agree that due to the price they are paid for the Premises and due to third party liability concerns, they will not be permitted by Town of Milliken to salvage any materials now or at time of demolition except as expressly permitted in Paragraph 2. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed as determined by the Town of Milliken and in accordance with FEMA program requirements.
10. Seller understands this is a voluntary transaction. Accordingly, the Seller further understand that they are not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits.
11. Seller acknowledges that they have had an opportunity to review this Contract for Sale, that they has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions, and the nature thereof and that he Saves and Holds Harmless Town of Milliken and Colorado Division of Homeland Security and Emergency Management for any costs incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to Town of Milliken.
12. This Contract for Sale is binding upon Seller and Town of Milliken's heirs, executors, successors and assigns.

DATED this 21 day of Sept., 2018.


 Carol E. Martin, Authorized Agent Pursuant to CRS §38-30-172 and recorded in the Weld County Clerk and Recorder's Office at Reception No. 4426702 for Martin Land LLC

Carol E. Martin
 Seller Printed Name


 Beau Woodcock, Mayor
 Town of Milliken


 Attestation,
 Cheryl Powell, Town Clerk, Town of Milliken

FRONT VIEW OF SUBJECT PROPERTY



PROPERTY INFORMATION

**Property Address: 106 North Josephine Avenue
Milliken**

Legal Description: That parcel of real property known as 106 N. Josephine Avenue, Milliken, Colorado, and more particularly described as follows: Lots 1-8, inclusive and lots 22 through 32, inclusive, Block 41, Town of Milliken Plat, Weld County, State of Colorado recorded

PHOTO AFFIDAVIT

I/WE Affiant(s) certify that I am the owner of the property in the photograph above, located at 106 North Josephine Avenue of Milliken and have agreed to sell said property to the Town of Milliken under a voluntary buyout program.

THAT Affiant(s) acknowledge that Town of Milliken would not purchase nor demolish the photographed property without my/our full and complete review of the photograph and the following statement:

THAT Affiant(s) acknowledge the photograph is of a property owned by me/us and which I/We has/have contracted to sell to Town of Milliken, and which will be demolished by Town of Milliken of Colorado following its purchase.

THAT Affiant(s) acknowledge that by Town of Milliken is relying upon the statements made in this document and without such information by Town of Milliken would not demolish the property.

THAT, Affiant(s) acknowledge, understand, and agree that upon closing, all real property left upon the PREMISES shall become the property of Town of Milliken.

THAT, Affiant(s) acknowledge, I/We DO / DO NOT (circle one) have a fence around my property. If I DO have a fence, Affiant(s) acknowledge, I/We own ALL / SOME / NONE (circle one) of the fence.

EXECUTED this the 21st day of Sept., 2018.

Carol E. Martin
Carol E. Martin, Registered Agent, Martin Land, LLC
(printed name)

Seller Signature

(printed name)

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, by the said

Carol E. Martin, on the 21st day of September, 2018.

[Signature]
Notary Public

CAREE RINEBARGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20044023913
MY COMMISSION EXPIRES 08-29-2020