

SF19-011

Chuck Broerman
04/16/2021 11:12:37 AM
Doc \$0.00 4
Rec \$0.00 Pages

El Paso County, CO



221075847

**ABERT RANCH SUBDIVISION
ESCROW AGREEMENT**

This Escrow Agreement (“Agreement”) is entered into this 11 day of MARCH, 2021 (“Effective Date”) by and between El Paso County, Colorado, a body corporate and politic and a political subdivision of the State of Colorado, (“County”), by and through the Board of County Commissioners of El Paso County, Colorado (“Board”), and Abert Ranch Subdivision, LLC (“Developer”). The County and the Developer may be collectively referred to herein as the Parties.

Recitals

WHEREAS, on June 22, 2020 and pursuant to the Record of Administrative Action recorded at Reception No.220088718, the El Paso County Planning and Community Development Department Executive Director approved the final plat of a subdivision known as ABERT RANCH SUBDIVISION (the “Subdivision”); and

WHEREAS, pursuant to condition of approval no. 14 for the Subdivision, Developer is required to deposit with the County in escrow a certain sum as its fair, equitable and proportionate contribution toward the design and future paving of Stepler Road north of Silver Nell Drive and south of Walker Road; and

WHEREAS, the El Paso County Treasurer has agreed to receive, hold and disburse the funds deposited by Developer in a separate interest-bearing account that is not part of the County’s operating budget.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties hereby incorporate by reference the above-stated Recitals into this Agreement as if fully set forth herein.
2. **Deposit of Funds.** Developer has deposited, or at time of recording of the final plat, shall deposit, with the El Paso County Twenty Four Thousand, Six Hundred Five Dollars (\$24,605) as its fair, equitable and proportionate contributions toward the cost of the design and future paving of Stepler Road north of Silver Nell Drive and south of Walker Road (the “ABERT RANCH SUBDIVISION FUNDS”).
3. **Escrow Accounts.** The El Paso County Treasurer has agreed to accept and escrow the ABERT RANCH SUBDIVISION FUNDS and to hold these funds in a separate interest-bearing account that is not part of the County’s operating budget. The El Paso County Treasurer shall receive, hold and disburse the funds in accordance with the terms of this Agreement.

4. **Disbursement of Funds.** On or before March 11, 2041, the County may request the disbursement of the ABERT RANCH SUBDIVISION FUNDS, including any interest accrued thereon, to be used only for the design and paving of Stepler Road north of Silver Nell Drive and south of Walker Road. Any such disbursement request shall be signed by the County Engineer on behalf of the Board of County Commissioners of El Paso County, Colorado and shall reference this Agreement. The El Paso County Treasurer has agreed that a request presented in conformity with the terms of this Agreement will be duly honored.

5. **Reimbursement of Funds Not Used.** Should the County not use the ABERT RANCH SUBDIVISION FUNDS prior to or on March 11, 2041, the El Paso County Treasurer shall return such funds, with any interest accrued thereon, to Developer or its successors or assigns.

6. **No Liability of Treasurer.** The El Paso County Treasurer shall not be liable in either his/her official or individual capacity for any act he/she may do or omit to do hereunder while acting in good faith and in the exercise of his/her own judgment; and any act done or omitted by him/her pursuant to the advice of his/her own attorneys shall be conclusive evidence of such good faith. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to the County by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.

7. **No Duty of Treasurer to Verify.** The El Paso County Treasurer shall be under no duty or obligation to ascertain the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver these instructions or any documents or papers or payments deposited or called for hereunder, and the El Paso County Treasurer assumes no responsibility or liability for the validity or sufficiency of these instructions or any documents or payers or payments deposited or called for hereunder.


8. **General Provisions.**

- a. This Agreement may be amended by mutual written agreement of all Parties or their respective successors or assigns.
- b. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Venue shall be exclusively in the District or County Court in and for El Paso County, Colorado.
- c. The undersigned hereby acknowledge and represent that they have the legal authority to bind their respective Party to this Agreement.
- d. If any paragraph, section, subsection, clause or phrase of this Agreement is, for any reason, held to be invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement.

- e. The waiver of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or other provision of this Agreement.
- f. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party for any breach or other failure to perform this Agreement.
- g. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall all be attached to a single instrument.
- h. A fully executed copy of this Agreement shall be recorded in the records of the El Paso County Clerk and Recorder.

In witness of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
Craig Dossey, Executive Director Planning
and Community Development Department
Authorized signatory pursuant to LDC

APPROVED AS TO FORM:



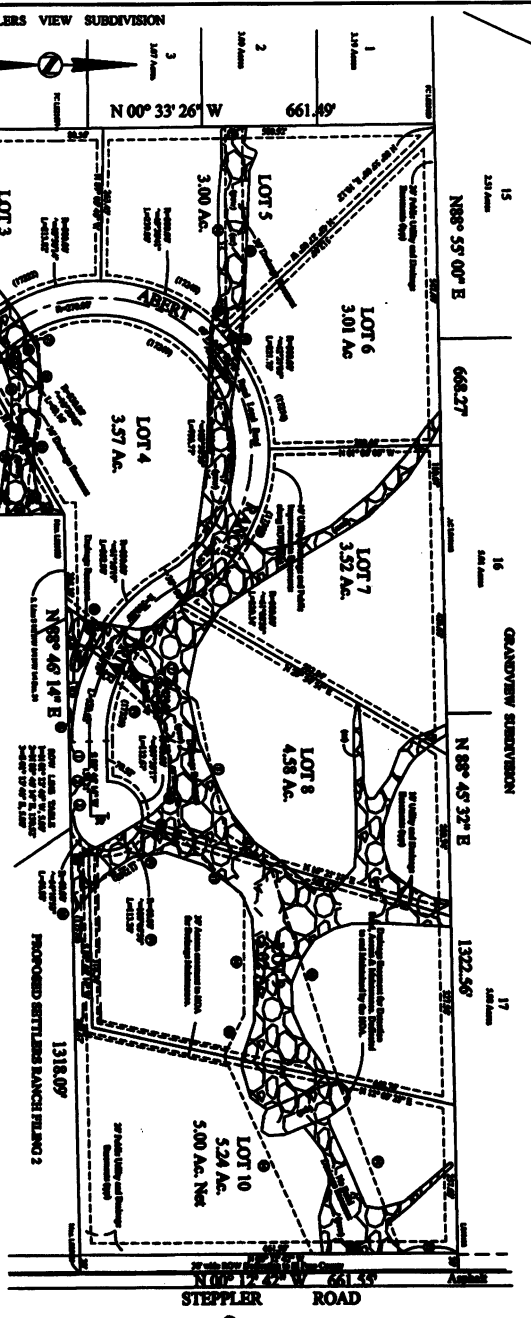
County Attorney's Office

DEVELOPER:


Abert Ranch Subdivision, LLC by Eric Leffler, trustee

23 feb 2021
Date

SE-19-011



NOTARY CERTIFICATE:
 I, the undersigned, being a duly qualified and licensed Notary Public in and for the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in my records.

DEED CERTIFICATE:
 This instrument is a deed of conveyance in fee simple of the land hereinafter described to the persons named therein, and the same is a true and correct copy of the original of the same as the same appears in my records.

PLANNING AND COMMUNITY DEVELOPMENT:
 This subdivision complies with the requirements of the Planning and Community Development Department of the City of El Paso, Colorado, and the same is a true and correct copy of the original of the same as the same appears in my records.

RECORDING CERTIFICATE:
 This instrument has been recorded in my office in accordance with the provisions of the Colorado Recording Act, and the same is a true and correct copy of the original of the same as the same appears in my records.

CLERK AND RECORDS CERTIFICATE:
 I, the undersigned, Clerk and Records Officer of the County of El Paso, Colorado, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in my records.

GENERAL NOTES:
 1. The plat shows the location of the proposed subdivision in relation to the Settlers View Subdivision, Grandview Subdivision, and the City of El Paso. The subdivision is located in the NE Quarter of Section 23, T11S, R66W, of the 6th P.M., El Paso County, Colorado.
 2. The subdivision is subject to the provisions of the Colorado Subdivision Map Act, C.R.S. 31-1.
 3. The subdivision is subject to the provisions of the Colorado Plat Act, C.R.S. 38-1.
 4. The subdivision is subject to the provisions of the Colorado Deed Act, C.R.S. 38-2.
 5. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-3.
 6. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-4.
 7. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-5.
 8. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-6.
 9. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-7.
 10. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-8.
 11. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-9.
 12. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-10.
 13. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-11.
 14. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-12.
 15. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-13.
 16. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-14.
 17. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-15.
 18. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-16.
 19. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-17.
 20. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-18.
 21. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-19.
 22. The subdivision is subject to the provisions of the Colorado Easement Act, C.R.S. 38-20.

Final Plat of
**ABERT RANCH
 SUBDIVISION**
 In the NE Quarter of Section 23
 & in the NW Quarter of Section 24,
 T 11 S, R 66 W, of the 6th P.M.,
 El Paso County, Colorado.

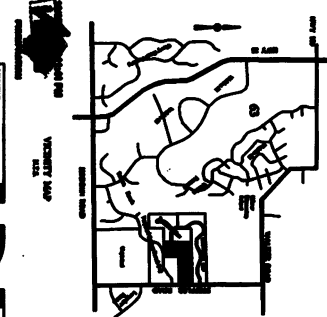
NOTARY CERTIFICATE:
 I, the undersigned, being a duly qualified and licensed Notary Public in and for the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in my records.

DEED CERTIFICATE:
 This instrument is a deed of conveyance in fee simple of the land hereinafter described to the persons named therein, and the same is a true and correct copy of the original of the same as the same appears in my records.

PLANNING AND COMMUNITY DEVELOPMENT:
 This subdivision complies with the requirements of the Planning and Community Development Department of the City of El Paso, Colorado, and the same is a true and correct copy of the original of the same as the same appears in my records.

RECORDING CERTIFICATE:
 This instrument has been recorded in my office in accordance with the provisions of the Colorado Recording Act, and the same is a true and correct copy of the original of the same as the same appears in my records.

CLERK AND RECORDS CERTIFICATE:
 I, the undersigned, Clerk and Records Officer of the County of El Paso, Colorado, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in my records.



EL PASO COUNTY
 COUNTY CLERK
 1000 W. 11th St., El Paso, CO 80902
 (719) 533-2222

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
 1000 W. 11th St., El Paso, CO 80902
 (719) 533-2222

RECORDING DEPARTMENT
 1000 W. 11th St., El Paso, CO 80902
 (719) 533-2222

CLERK AND RECORDS DEPARTMENT
 1000 W. 11th St., El Paso, CO 80902
 (719) 533-2222

NOTARY CERTIFICATE:
 I, the undersigned, being a duly qualified and licensed Notary Public in and for the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in my records.

DEED CERTIFICATE:
 This instrument is a deed of conveyance in fee simple of the land hereinafter described to the persons named therein, and the same is a true and correct copy of the original of the same as the same appears in my records.

PLANNING AND COMMUNITY DEVELOPMENT:
 This subdivision complies with the requirements of the Planning and Community Development Department of the City of El Paso, Colorado, and the same is a true and correct copy of the original of the same as the same appears in my records.

RECORDING CERTIFICATE:
 This instrument has been recorded in my office in accordance with the provisions of the Colorado Recording Act, and the same is a true and correct copy of the original of the same as the same appears in my records.

CLERK AND RECORDS CERTIFICATE:
 I, the undersigned, Clerk and Records Officer of the County of El Paso, Colorado, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in my records.