

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "Subdivider" and _____, hereinafter referred to as "Escrow Agent".

WITNESSETH:

WHEREAS, Subdivider is the owner of a certain tract of land located in the City and legally described as set forth in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, Subdivider is required, pursuant to Section 12-4-7(J) of the 1971 Code of Ordinances of the City, to construct certain public improvements as set forth in Exhibit "B", which is attached hereto and incorporated herein; and

WHEREAS, the Subdivider agrees that the estimate of the City Director of Public Works to construct and install such improvements is reasonable; and

WHEREAS, Subdivider agrees to establish an Escrow Account to guarantee payment of the costs of installation and construction of said public improvements according to City's Subdivision Regulations and this Agreement.

NOW THEREFORE, in consideration of the City approving the plat for _____
_____ Subdivision,

I. Subdivider agrees:

1. To establish an Escrow Account with Escrow Agent and to deposit with Escrow Agent \$ _____ being an amount equal to the estimate of the public improvements required by the City Subdivision Regulations and the City Director of Public Works as described in Exhibit "B", which is attached hereto and incorporated herein. It is agreed that any interest on the Escrow Account will accrue to the Subdivider and may be paid to the Subdivider after deducting any unpaid escrow fees,

charges, or expenses monthly or at such other time as Escrow Agent and Subdivider agree.

2. To install the required public improvements in said Subdivision as described in Exhibit "B".
3. That the funds deposited in the Escrow Account may be withdrawn at the discretion of the City upon written request by the City's Director of Public Works delivered to Escrow Agent and Subdivider.
4. When Subdivider completes all or a portion of the improvements described in Exhibit "B", Subdivider may apply to the City for a partial or full release of the Escrow Account and, upon written notice of the City's Director of Public Works to the Escrow Agent, Escrow Agent shall release said escrowed funds to the Subdivider as directed by the Director of Public Works.

II. Escrow Agent agrees:

5. That \$ _____ has been deposited by Subdivider, and Escrow Agent has established an Escrow Account to be held by the Escrow Agent and disbursed and paid only as herein provided.
6. To release from said Escrow Account and pay out therefrom only such escrowed funds as Escrow Agent shall be directed to release and pay by written direction from the City's Director of Public Works.
7. In the event that Subdivider fails to install all or any part of the required public improvements described in Exhibit "B", on or before two (2) years from the date of this Escrow Agreement, Escrow Agent shall, upon demand from the City's Director of Public Works, pay the balance remaining in the Escrow Account to the City, and the City may use the amount so paid to complete all or any part of the said improvements.

III. The City agrees:

8. To accept this Escrow Agreement as Subdivider's guarantee of the completion of the improvements described in Exhibit "B" and required by the City Subdivision Regulations and Ordinances.
9. To have the City's Director of Public Works or his designee periodically inspect said improvements while under construction and inspect completed improvements within a reasonable time after receiving written notice that the improvement has been completed. The City's Director of Public Works shall notify the Subdivider within 10 days after inspection of the required public improvements if the same are satisfactorily completed and approved by the City and if so satisfactorily completed and approved, the Director of Public Works shall authorize a partial release and payment of said escrowed funds to be made to Subdivider in an amount determined by the Director of Public Works based on the percentage of improvements completed and approved.

IV. Instructions to Escrow Agent:

10. The Escrow Agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own best judgement.
11. The Escrow Agent is hereby expressly authorized to comply with and obey any and all orders, judgements, or decrees of any court of competent jurisdiction relating to this transaction, and in case the said Escrow Agent obeys or complies with any such order, judgement, or decree of any such court, it shall not be liable to any of the parties hereto or to any other person, firm, or corporation by reason of such compliance, notwithstanding any such order, judgement, or decree by subsequently reversed, modified, annulled, set aside, or vacated, or found to have been entered without jurisdiction.

12. If at any time a dispute shall exist as to the duty of the Escrow Agent under the terms thereof, the Escrow Agent may deposit the documents and money in its hands, with the Clerk of the District Court of the County of Pueblo, and State of Colorado, and may interplead the parties hereto. Upon so depositing such documents and money and filing its complaint in interpleader, the Escrow Agent shall be released from all liability, under the terms hereof, as to the documents and money so deposited. The parties hereto, for themselves, their heirs, successors, and assigns, do hereby submit themselves to the jurisdiction of said Court.

13. In consideration of the acceptance of this Agreement by the Escrow Agent, Subdivider and City agree, jointly and severally, for themselves, their heirs, executors, administrators, successors, and assigns, to indemnify and hold Escrow Agent harmless as to any liability by it incurred to any other person or corporation by reason of its having accepted the same, or in connection herewith. Subdivider agrees to reimburse Escrow Agent for all its fees, expenses, including, among other things, counsel fees and court costs incurred in connection herewith. City and Subdivider agree that the Escrow Agent shall have a first and prior lien upon all deposits made hereunder to secure the performance of said agreement of indemnity and the payment of its fees, charges, and expenses. Escrow fees or charges as distinguished from other expenses hereunder, shall be as written above the Escrow Agent's signature at the time of its acceptance hereof.

CITY OF PUEBLO

By _____
President of City Council

ATTEST:

City Clerk

SUBDIVIDER

Subscribed and sworn to before me this _____ day of _____, _____.

My commission expires: _____

Notary Public

ESCROW AGENT

By: _____

Subscribed and sworn to before me this _____ day of _____, _____.

My commission expires: _____

Notary Public