

RESOLUTION NO.

22-14

Series of 2022

TITLE: A RESOLUTION APPROVING THE JOINT ESCROW AGREEMENT FOR TRANSFER OF CERTAIN REAL PROPERTY ALONG STATE HIGHWAY 52 TO THE TOWN TO FULFILL AN OBLIGATION OF BNSF RAILWAY COMPANY AND EVINCING THE TOWN'S ACCEPTANCE OF THE SUCH REAL PROPERTY

WHEREAS, Section 5 of the Subdivision Agreement dated _____, 20__, between the Town and BNSF Railway Company ("BNSF") requires BNSF to convey to the Town as part of development of the BNSF Logistics Center certain real property (the "Property");

WHEREAS, BNSF is prepared to enter into an agreement with the current owners of the Property, Pedro Chavez Monje and Ana Chavez, to fulfill this obligation;

WHEREAS, by the agreement attached, an escrow agent will be required to transfer title to the Property from the Chavezes, directly to the Town on behalf of BNSF; and

WHEREAS, the Town wishes to approve the escrow agreement and accept the Property.

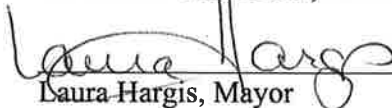
NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby approves the Joint Escrow Agreement and Closing Instructions to Escrow Agent in substantially the form attached hereto (the "Agreement"), subject to final approval by the Town Attorney, and authorizes the Mayor to execute the same on behalf of the Town.

Section 2. The Town accepts the Property, as identified in the Agreement, conveyed to the Town by special warranty deed.


INTRODUCED, READ and PASSED this 16 day of February 2022.

TOWN OF HUDSON, COLORADO



Laura Hargis, Mayor

ATTEST:



Heather Meierkort, CMC, Interim Town Clerk



January 11, 2022

Fidelity National Title Insurance Company
8055 E Tufts Ave, Suite 300
Denver, CO 80237
(303) 692-6784

Attn: Steve Boyka

Re: Joint Escrow Agreement and Instructions to Escrow Agent
Escrow No. _____ for Special Warranty Deed
Title Commitment No: _____
Seller: Pedro Chavez Monje and Ana Chavez
Buyer: Town of Hudson, a Colorado home rule municipality

This letter constitutes the joint escrow agreement and closing escrow instructions of **Town of Hudson**, a Colorado home rule municipality ("**Buyer**"), and **Pedro Chavez Monje and Ana Chavez**, individuals, ("**Seller**"), and **BNSF Development Company**, a Delaware limited liability company ("**BNSF**") in connection with that certain Special Warranty Deed (in the form substantially identical in form and substance to that attached hereto, and incorporated herein for all purposes, as **Exhibit "B"**), between Buyer and Seller (the "**Special Warranty Deed**"). The Special Warranty Deed provides for Seller's grant of a Special Warranty Deed to Buyer for certain real property owned by Seller (the "**Property**"), as depicted in **Exhibit "A"**.

Fidelity National Title Insurance Company ("**Title Company**") will be receiving the following from BNSF ("**BNSF Deliveries**"), which are to be held in escrow pending fulfillment of the escrow instructions provided below:

- i. The sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) payable in cash.
- ii. Payment for all Title Company fees relating to escrow, title, closing, and recording.
- iii. Any other item required by the Title Company that is reasonably necessary to complete the transaction.

Title Company also will be receiving the following original documents from Seller ("**Seller Deliveries**") each duly executed by Seller, and Seller hereby agrees to deliver such documents:

- i. The Special Warranty Deed to Buyer (the "**Special Warranty Deed**") in the form attached hereto as **Exhibit "B"**.
- ii. Certification of Non-Foreign Affidavit.
- iii. Closing Instructions.
- iv. Colorado Department of Revenue Form DR 1083.
- v. Seller's Affidavit.
- vi. Seller's Disbursement Instructions (the "Disbursement Instructions").
- vii. Internal Revenue Service Substitute Form 1099-S.
- viii. Tax-Water-Owner Association Agreement.
- ix. Any other item required by the Title Company that is reasonably necessary to complete the transaction.

Title Company also will be receiving the following original documents from Buyer ("**Buyer Deliveries**") each duly executed by Buyer, and Buyer hereby agrees to deliver such documents:

- i. Resolution from the Town of Hudson.
- ii. Tax-Water-Owner Association Agreement.

- iii. Any other item required by the Title Company that is reasonably necessary to complete the transaction.

Title Company is directed to hold the BNSF Deliveries, Seller Deliveries, and Buyer Deliveries in escrow pursuant to the terms and conditions of this letter until such time as the following conditions (“Closing Conditions”) have been satisfied:

- i. Title Company has executed and delivered this letter as indicated in the final paragraph of this letter,
- ii. Title Company has received each of the BNSF Deliveries, Seller Deliveries, and Buyer Deliveries.

Upon satisfaction of the Closing Conditions, Title Company is authorized and directed to do the following, in the following order:

- i. Disburse the funds deposited by BNSF as set forth in the Disbursement Instructions;
- ii. Record the Special Warranty Deed in the Recorder’s office of the County in which the Property is located. Assemble any counterparts of the other BNSF Deliveries, Seller Deliveries, and Buyer Deliveries;
- iv. Deliver signed copies of all documents to all parties at the email addresses set forth below; and
- v. When returned from recording, deliver the original recorded Special Warranty Deed to R.O.W. Advisors, LLC. (Attn: Collin Stevens, 335 Palm Lane, Phoenix, AZ 85004)

If the Closing Conditions are not satisfied by the close of business on the 16th day of February, 2022, you are directed to return the BNSF Deliveries, Seller Deliveries, and Buyer Deliveries to the party from which the items came..

Please indicate Title Company’s acceptance of, and agreement to be bound by, these joint escrow instructions by signing the acknowledgement below and returning a copy of the signed letter to R.O.W. Advisors via email at collin@rowadvisors.com with the original to follow via U.S. Mail, and a copy via email to BNSF, Seller, and Buyer at their respective email address noted below.

Sincerely,

DocuSigned by:
BNSF Development Company
 By: Lacy Kreger
 Name: Lacy Kreger
 Title: General Director
 Email: Lacy.Kreger@bnsf.com

Town of Hudson
 By: Laura Hargis
 Name: Laura Hargis
 Title: Mayor
 Email: lhargis@hudsoncolorado.org

DocuSigned by:
Pedro Chavez Monje
 By: Pedro Chavez
 Name: Pedro Chavez
 Email: ana.chavez5@aol.com

ACKNOWLEDGED AND AGREED TO
 THIS _____ DAY OF _____, 20__

Fidelity National Title Insurance Company

DocuSigned by:
Ana Chavez
 By: Ana Chavez
 Name: Ana Chavez
 Email: ana.chavez5@aol.com

By: _____
 Name: _____
 Title: _____
 Email: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 64 WEST OF THE 6th PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 7 BEARS NORTH 89°19'54" EAST, A DISTANCE OF 2,531.36 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 37°23'25" EAST, A DISTANCE OF 49.90 FEET TO THE **POINT OF BEGINNING**, BEING THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 52 AND THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 49;

THENCE NORTH 89°19'54" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 52, A DISTANCE OF 688.46 FEET;

THENCE SOUTH 00°40'06" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°19'54" WEST, A DISTANCE OF 688.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 49;

THENCE NORTH 00°26'15" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.158 ACRES, (6,885 SQUARE FEET), MORE OR LESS.

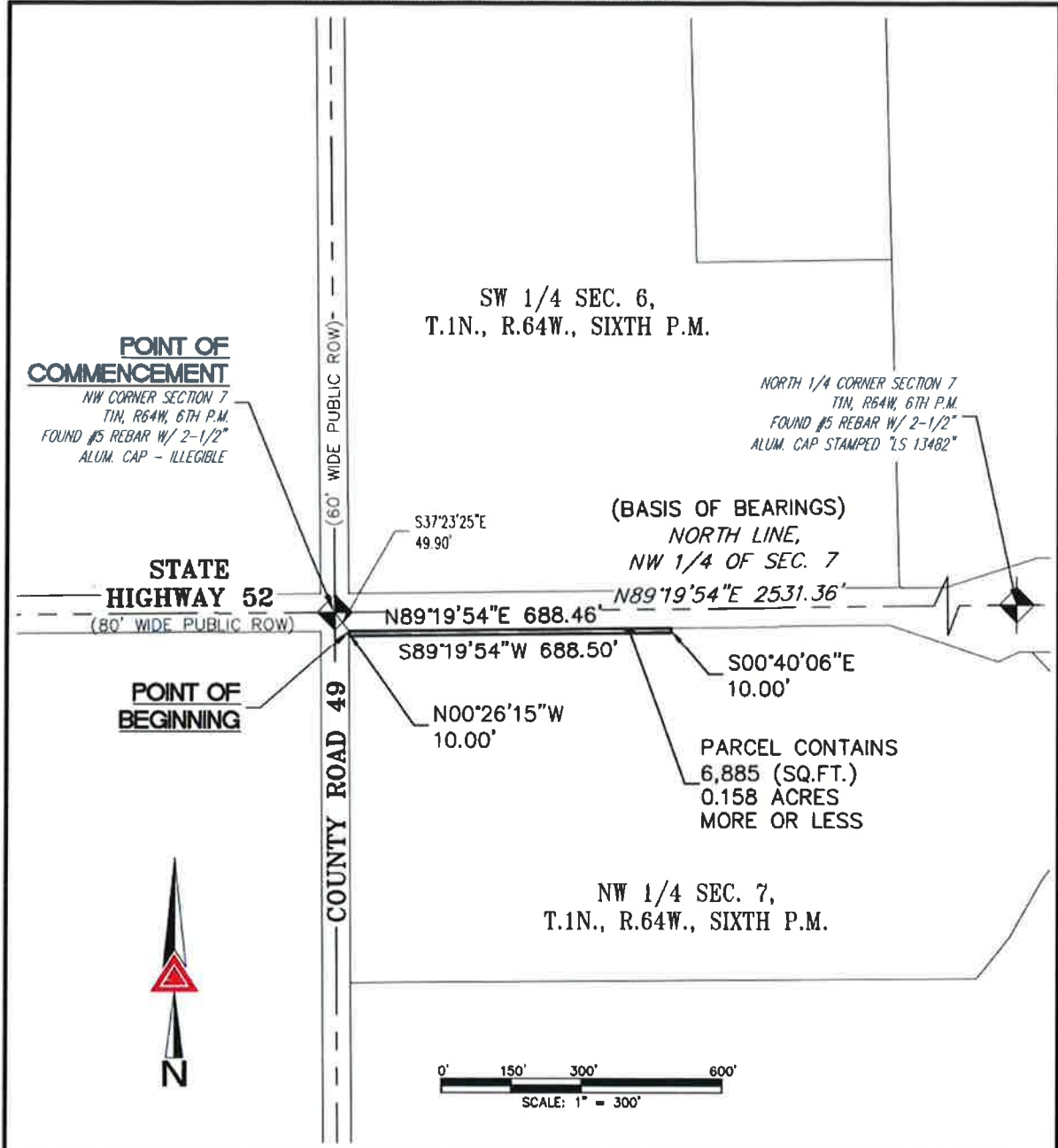
EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

(CONTINUED ON NEXT PAGE)

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: G:\DWG\EXHIBITS\
 DWG NAME: ROW 18.DWG
 DWG: JEL CHK: JRW
 DATE: 9/30/2020
 SCALE: 1"=300'



300 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

RIGHT-OF-WAY ACQUISITION
 NW 1/4, SEC. 7, T1N, R64W, 6TH P.M.
 WELD COUNTY, COLORADO
 JOB NUMBER 15119-01 2 OF 2 SHEETS

EXHIBIT "A"