

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

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GRANITE SOUTHLANDS TOWN CENTER, LLC

Plaintiff,

- v -

ALBERTA TOWN CENTER and
LAND TITLE GUARANTEE COMPANY.
Defendants.

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A P P E A R A N C E S:

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Attorney for Defendant Alberta Town Center, LLC

09 CV 799 (SJ)

MEMORANDUM
AND ORDER

JOHNSON, Senior District Judge:

ADDENDUM

The Court issues the following addendum to its Memorandum and Order dated September 02, 2011 (Docket Entry (“DE”) 195), and for the reasons stated therein. It is ORDERED that:

Plaintiff Granite Southlands Center, LLC (“Plaintiff”) is entitled to receive the full sum of the Estoppel Holdback at dispute in the litigation (the “Cash Funds”)—to wit \$650,000 in earnest money placed in escrow with Land Title Guaranty Co. (the “Escrow Agent”)—plus accrued interest, and minus the sum of the registry fee.

The Escrow Agent who has interpleaded the Cash Funds with the Court is thus obligated to deliver the Cash Funds to Granite. The Escrow Agent, however, may file its own motion for fees and costs pursuant to the Order entered on December 7, 2010 (DE 153).

The Escrow Agent, as a nominal defendant who is acting as the Escrow Agent for the subject funds and, pursuant to the Escrow Agreement, is merely awaiting to disburse Cash Funds in accordance with the final order, judgment or decree of any court of competent jurisdiction which may be filed, entered, or issued, is thus dismissed as a party in this case.

Plaintiff is also entitled to recover its reasonable and actual attorney’s fees, expenses and cost pursuant to paragraph 12 of the Escrow Agreement and D.C. COLO.LocalCiv.R 54.1.

SO ORDERED.

DATED: September 13, 2011
Brooklyn, New York

_____/s/_____
Sterling Johnson, Jr. U.S.D.J.