

ASSIGNMENT OF RIGHT TO REVERSION INTEREST OF TITLE TO CERTAIN DAWSON  
AND LARAMIE-FOX HILLS AQUIFER GROUNDWATER

THIS ASSIGNMENT of Right to Reversion Interest to Title to Certain Dawson and Laramie-Fox Hills Aquifer Groundwater ("Assignment"), is made as of \_\_\_\_\_, 2017 ("Effective Date"), from PRI #2, LLC, a Colorado limited liability company ("PRI #2"), to Flying Horse North Homeowners Association, Inc., a Colorado nonprofit corporation, whose address is 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 ("Flying Horse").

RECITALS

WHEREAS, Groundwater Production Lease No. OT-109328 was entered into between the State of Colorado, acting through its State Board of Land Commissioners, as Lessor (State Land Board), and the David Wismer and Mary Anne Wismer Trust, Lessee (Wismer), on November 6, 2014 (State Land Board Lease), a copy of which is attached hereto; and

WHEREAS, the State Land Board Lease provides for the lease by the State Land Board of not nontributary groundwater in the Dawson aquifer, and nontributary groundwater in the Laramie-Fox Hills aquifer underlying approximately 640 acres in Section 36, Township 11 South, Range 66 West of the 6<sup>th</sup> P.M., in El Paso County, Colorado, decreed in Case No. 04CW098, Water Division No. 2, State of Colorado; and

WHEREAS, Wismer assigned the State Land Board Lease to Shamrock Preserve, LLC, which then assigned the State Land Board Lease to PRI #2 by Assignment of State Water Lease made as of February 2, 2016; and

WHEREAS, the State Land Board Lease provides that title to the not nontributary Dawson aquifer groundwater and the nontributary Arapahoe aquifer groundwater described there shall revert to Wismer on February 27, 2048, and that reversion interest was assigned to Shamrock Preserve, LLC; and

WHEREAS, the reversion interest to the not nontributary and nontributary groundwater described in the State Land Board Lease was assigned by Shamrock Preserve, LLC to PRI #2 by Assignment of Adjudication of Ground Water in Section 36, made as of February 2, 2016; and

WHEREAS, the State Land Board approved the assignment of the State Land Board Lease from Wismer and Shamrock Preserve, LLC, to PRI #2 on June 14, 2017; and

WHEREAS, PRI #2 is the current lessee in the State Land Board Lease, pursuant to which PRI #2 leases the not nontributary and nontributary groundwater, decreed in Case No. 04CW098, Water Division No. 2 through February 27, 2048; and

WHEREAS, PRI #2 wishes to assign its reversion interest in title to the Dawson aquifer and the Laramie-Fox Hills aquifer groundwater decreed in Case No. 04CW098 to Flying Horse; and

NOW, THEREFORE, for value received, PRI #2 assigns to Flying Horse the reversion interest to title to the not nontributary Dawson aquifer groundwater and the nontributary Laramie-Fox Hills aquifer groundwater described in the decree entered in Case No. 04CW098, as follows:

1. PRI #2 assigns, grants, assigns, transfers, conveys and delivers to Flying Horse any and all of its right, title, interest, benefits and privileges of PRI #2 in and to the reversion interest to title to the Dawson aquifer groundwater and the Laramie-Fox Hills aquifer groundwater described in the decree in Case No. 04CW098 set forth in paragraph 3 of the State Land Board Lease.
2. PRI #2 hereby represents, warrants and covenants to Flying Horse that it has not assigned, pledged or otherwise granted, transferred or conveyed to any other party any interest in or to the reversion interest of title to the Dawson aquifer groundwater or the Laramie-Fox Hills aquifer groundwater described herein.
3. Flying Horse hereby accepts such Assignment. The right to the reversion described herein is hereby being transferred to Flying Horse "AS IS," without any representations or warranties, express or implied.
4. By acceptance of this Assignment, Flying Horse hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by PRI #2 for the reversion described herein.
5. PRI #2 and Flying Horse hereby agree to execute such further documents and take such further actions as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.
6. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
7. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

PRI #2, LLC

FLYING HORSE NORTH  
HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
Jeffrey B. Smith, Member

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me by Jeffrey B. Smith, member of PRI #2, LLC, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me by \_\_\_\_\_ ,  
as \_\_\_\_\_ of Flying Horse North Homeowners Association, Inc., this \_\_\_\_\_ day  
of \_\_\_\_\_, 2017.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ASSIGNMENT OF RIGHT TO REVERSION INTEREST OF TITLE TO CERTAIN  
ARAPAHOE AQUIFER GROUNDWATER

THIS ASSIGNMENT of Right to Reversion Interest to Title to Certain Arapahoe Aquifer Groundwater ("Assignment"), is made as of \_\_\_\_\_, 2017 ("Effective Date"), 2017 ("Effective Date"), from PRI #2, LLC, a Colorado limited liability company ("PRI #2"), to Flying Horse Country Club, LLC, a Colorado limited liability company, whose address is 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 ("Flying Horse").

RECITALS

WHEREAS, Groundwater Production Lease No. OT-109328 was entered into between the State of Colorado, acting through its State Board of Land Commissioners, as Lessor (State Land Board), and the David Wismer and Mary Anne Wismer Trust, Lessee (Wismer), on November 6, 2014 (State Land Board Lease), a copy of which is attached hereto; and

WHEREAS, the State Land Board Lease provides for the lease by the State Land Board of not nontributary groundwater in the Arapahoe aquifer underlying approximately 640 acres in Section 36, Township 11 South, Range 66 West of the 6<sup>th</sup> P.M., in El Paso County, Colorado, decreed in Case No. 04CW098, Water Division No. 2, State of Colorado; and

WHEREAS, Wismer assigned the State Land Board Lease to Shamrock Preserve, LLC, which then assigned the State Land Board Lease to PRI #2 by Assignment of State Water Lease made as of February 2, 2016; and

WHEREAS, the State Land Board Lease provides that title to the nontributary Arapahoe aquifer groundwater described there shall revert to Wismer on February 27, 2048, and that reversion interest was assigned to Shamrock Preserve, LLC; and

WHEREAS, the reversion interest to the not nontributary and nontributary groundwater described in the State Land Board Lease was assigned by Shamrock Preserve, LLC to PRI #2 by Assignment of Adjudication of Ground Water in Section 36, made as of February 2, 2016; and

WHEREAS, the State Land Board approved the assignment of the State Land Board Lease from Wismer and Shamrock Preserve, LLC, to PRI #2 on June 14, 2017; and

WHEREAS, PRI #2 is the current lessee in the State Land Board Lease, pursuant to which PRI #2 leases the not nontributary and nontributary groundwater, decreed in Case No. 04CW098, Water Division No. 2 through February 27, 2048; and

WHEREAS, PRI #2 wishes to assign its reversion interest in title to the Arapahoe aquifer groundwater decreed in Case No. 04CW098 to Flying Horse; and

NOW, THEREFORE, for value received, PRI #2 assigns to Flying Horse the reversion interest to title to the nontributary Arapahoe aquifer groundwater described in the decree entered in Case No. 04CW098, as follows:



1. PRI #2 assigns, grants, assigns, transfers, conveys and delivers to Flying Horse any and all of its right, title, interest, benefits and privileges of PRI #2 in and to the reversion interest to title to the Arapahoe aquifer groundwater described in the decree in Case No. 04CW098 set forth in paragraph 3 of the State Land Board Lease.

2. PRI #2 hereby represents, warrants and covenants to Flying Horse that it has not assigned, pledged or otherwise granted, transferred or conveyed to any other party any interest in or to the reversion interest of title to the Arapahoe aquifer groundwater described herein.

3. Flying Horse hereby accepts such Assignment. The right to the reversion described herein is hereby being transferred to Flying Horse "AS IS," without any representations or warranties, express or implied.

4. By acceptance of this Assignment, Flying Horse hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by PRI #2 for the reversion described herein.

5. PRI #2 and Flying Horse hereby agree to execute such further documents and take such further actions as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

6. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

PRI #2, LLC

FLYING HORSE COUNTY CLUB, LLC

\_\_\_\_\_  
Jeffrey B. Smith, Member

\_\_\_\_\_, Member

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me by Jeffrey B. Smith, member of PRI #2, LLC, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me by \_\_\_\_\_, member of Flying Horse County Club, LLC, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_