



ASSIGNMENT OF ADJUDICATION OF GROUND WATER IN SECTION 36

THIS ASSIGNMENT OF ADJUDICATION OF GROUND WATER IN SECTION 36 ("Assignment"), is made as of OCTOBER 29, 2018 ("Effective Date"), from PRI #2, LLC, a Colorado limited liability company, as successor in interest to Shamrock Preserve, LLC, ("Assignor"), to Flying Horse North Homeowners Association, Inc., a Colorado nonprofit corporation, whose address is 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement(title), dated as of OCTOBER 29, 2018 (the "Agreement").

B. This Assignment is being made pursuant to the terms of the Agreement for the purpose of assigning to Assignee any and all of Assignor's rights, title and interest in and to the District Court Water Division 2, Case Number 2004- CW- 098 (the "Section 36 Water Decision").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Representation. Assignor hereby represents, warrants and covenants to Assignee that it has not assigned, pledged or otherwise granted, transferred or conveyed to any other party any interest in or to the Section 36 Water Decision.
2. Assignment. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee any and all right, title, interest, benefits and privileges of Assignor in, to, and under the Section 36 Water Decision, and Assignee hereby accepts such Assignment. The Section 36 Water Decision is hereby being transferred to Assignee "AS IS," without any representations or warranties, express or implied. Assignee shall coordinate directly with Assignor's attorney for the Section 36 Water Decision for purposes of timely substituting Assignee's counsel in the matter.
3. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by Assignor under the Section 36 Water Decision. Said assumption shall have application only to those obligations under the Section 36 Water Decision first accruing or arising on or after the Effective Date, and shall have no application to obligations accruing or arising prior to the Effective Date.
4. Additional Documents. Assignee and Assignor 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.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

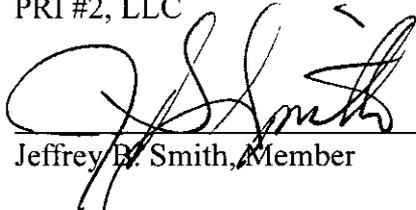
6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

7. Governing Law. 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.

"ASSIGNOR"

PRI #2, LLC

  
\_\_\_\_\_  
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 29 day of October, ~~2017~~ 2017

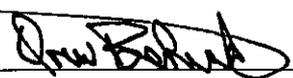
Witness my hand and official seal.

AMY B GRIER  
Notary Public  
State of Colorado  
Notary ID # 19974011320  
My Commission Expires ~~08-28-2021~~

  
\_\_\_\_\_  
Notary Public  
My commission expires: 8/25/21

"ASSIGNEE"

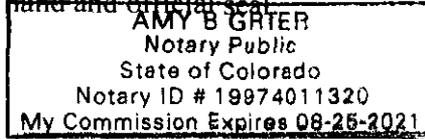
Flying Horse North Homeowners Association, Inc.

  
\_\_\_\_\_  
Drew Batsick Pres

STATE OF COLORADO  
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me by Drew Balsick as  
President of Flying Horse North Homeowners Association,  
Inc., a Colorado nonprofit corporation, this 29 day of October, 2017 2018

Witness my ~~hand and official seal~~



Amy B Grier  
Notary Public  
My commission expires: 8/25/21