

**ASSIGNMENT AND ASSUMPTION OF PRIVATE DETENTION BASIN /
STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE
AGREEMENT AND EASEMENT
(Gleneagle Golf Course Filing No. 1)**

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is entered into as of this 15th day of April, 2019 (the "Effective Date"), by and between **G&S Development, Inc.**, a Colorado corporation ("Assignor"), and the **Gleneagle Civic Association**, a Colorado nonprofit corporation ("Assignee") with respect to the following:

RECITALS

- A. Assignor is the developer of the real property legally described as the Gleneagle Golf Course Filing No. 1, County of El Paso, State of Colorado" (the "Subdivision"). Tracts A, B and C are located within the Subdivision (the "Open Space"). The Open Space is subject to that certain *Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement* between the Board of County Commissioners of El Paso County ("County") and Assignor dated August 7, 2017 and recorded on August 14, 2017 at Reception No. 217097158 in the records of the El Paso County Clerk and Recorder (the "Agreement").
- B. Assignor previously conveyed to Assignee all of its right, title and interest in and to the Open Space by deed dated October 2, 2017 and recorded on October 20, 2017 at Reception No. 217127123.
- C. Pursuant to Section 8 (a) of the Agreement, Assignor and Assignee enter into this Assignment to recognize Assignor's irrevocable assignment of all of its rights, duties and obligations under the Agreement to Assignee, and Assignee's express acknowledgement and acceptance of those rights, duties and obligations assigned under this Assignment.
- D. Assignor and Assignee are also entering into this Assignment to ratify and confirm Assignee's obligation to retain Tracts A, B and C in the Subdivision for open space, recreation and drainage purposes for the Gleneagle community, in accordance with the Development Agreement dated May 23, 2017 and recorded on June 6, 2017 at Reception No. 217065139, records of El Paso County, Colorado (the "Development Agreement").

AGREEMENT

NOW, THEREFORE, in consideration for the mutual representations, warranties and covenants contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignor's Assignment of the Agreement. Assignor irrevocably and unconditionally assigns and transfers to Assignee all of Assignor's right, title and interest as Owner under the Agreement, which assignment shall be immediately effective upon the Effective Date.
2. Assignee's Assumption and Acknowledgment of Agreement. Assignee assumes and agrees to perform, from and after the Effective Date, each and all of the covenants, conditions and obligations of "Owner" under the terms of the Agreement, and further acknowledges and agrees that it shall be solely responsible for compliance with the Agreement following the Effective Date, including all expenses arising from such compliance. Assignee hereby protects, defends, indemnifies and holds Assignor and the County harmless from and against any and all losses, claims, liabilities, costs and expenses,

including, without limitation, attorney fees and court costs, arising from or otherwise related to any act or omission by or on behalf of Assignee from or in connection with the Agreement and occurring on or after the Effective Date.

3. Acknowledgement of Obligations and Restrictions under the Development Agreement. Assignee acknowledges that approval of the Subdivision plat was specifically conditioned on the conveyance of Tracts A, B and C to Assignee for open space, recreation and drainage uses for the Gleneagle community. Assignee acknowledges and agrees to comply with the terms of the Development Agreement that restricts Assignee's ability to subdivide or use Tract A for any purpose not in compliance with the Development Agreement.

4. Miscellaneous.

4.1 Governing Law. Any dispute arising from this Assignment shall be governed and interpreted according to the laws of the State of Colorado. Exclusive venue for any legal action arising out of this Assignment shall be in El Paso County, Colorado.

4.2 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same agreement.

4.3 Entire Agreement. This Assignment embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or other written agreements existing between Assignor and Assignee relative to the subject matter of this Agreement which are not expressly set forth herein.

4.4 Successors. This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

ASSIGNOR:

G&S Development, Inc.
a Colorado corporation

By: [Signature]
Scott S. Gratix, President

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Scott S. Gratix, President of G&S Development, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: 8/11/20

Nancy Gratix
Notary Public

NANCY GRATIX
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164030762
MY COMMISSION EXPIRES AUGUST 11, 2020

ASSIGNEE:

Gleneagle Civic Association
a Colorado nonprofit corporation

By: [Signature]
Robert Kirkpatrick, President

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Robert Kirkpatrick, President of Gleneagle Civic Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: May 17, 2022

[Signature]
Notary Public For Robert Kirkpatrick only.

NOELLE RIVERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20184021106
MY COMMISSION EXPIRES MAY 17, 2022