

**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR  
TRAILS AT CROWFOOT FILING NO. 8  
SUBDIVISION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR TRAILS AT CROWFOOT FILING NO. 8 SUBDIVISION AGREEMENT (the "Agreement") is dated as of Nov. 24, 2021 (the "Effective Date"), and is made by and between Polestar Hess Ranch LLC, a Colorado limited liability company (the "Developer"), and EHTCV LLC, a Colorado limited liability company (the "Assignee").

RECITALS

A. The Developer entered into a subdivision agreement with the Town of Parker (the "Town") concerning Trails at Crowfoot Filing No. 8, located in the Town of Parker, County of Douglas, State of Colorado, on October 3, 2018, which was recorded with the Douglas County Clerk and Recorder on October 26, 2018, at Reception No. 2018065283, and is described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Subdivision Agreement").

B. The Developer and the Town subsequently entered into the First Amendment to Subdivision Agreement on August 13, 2020, which was recorded on August 14, 2020, at Reception No. 2020075350, and is described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "First Amendment"), and the Second Amendment to Subdivision Agreement on June 25, 2021, which was recorded on June 28, 2021, at Reception No. 2021078757, and is described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Second Amendment").

B. The Developer desires to assign the Subdivision Agreement and its amendments (collectively the "Subdivision Agreement") to Assignee and Assignee desires to assume all of the Developer's obligations under the Subdivision Agreement, subject to the prior written approval of the Town of Parker.

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

1. The Developer hereby assigns all of its obligations, rights, title and interest under the Subdivision Agreement to Assignee.
2. Assignee hereby assumes all of the Developer's obligations, rights, title and interest under the Subdivision Agreement.
3. The Developer represents and warrants that it has satisfied all conditions precedent, as required by the Subdivision Agreement for this assignment by the Developer and assumption by Assignee.

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2. Assignee hereby assumes all of the Developer's obligations, rights, title and interest under the Subdivision Agreement.

3. The Developer represents and warrants that it has satisfied all conditions precedent, as required by the Subdivision Agreement for this assignment by the Developer and assumption by Assignee.

4. This Agreement shall not be modified, amended or terminated without the express written consent of the Developer, Assignee and the Town of Parker. Notwithstanding anything to the contrary in this Agreement or the Subdivision Agreement, Assignee agrees and covenants to the Town of Parker that it will not further assign its rights or obligations under the Subdivision Agreement without first complying with Paragraph 27 of the Subdivision Agreement entitled "Assignment or Assignments."

5. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

6. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

7. The Developer, on the one hand, and Assignee, on the other hand, agree that if any party hereto brings an action to enforce this Agreement or any of its terms and conditions, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and actual costs from the losing party. The parties acknowledge and agree that the Town of Parker shall not be liable for any party's attorneys' fees under this Paragraph 7.

8. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

9. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.


10. The Recitals of this Agreement are incorporated herein by this reference.

11. This Agreement merges and supercedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

*[Remainder of page intentionally left blank. Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**DEVELOPER: POLESTAR HESS RANCH LLC, a Colorado limited liability company**

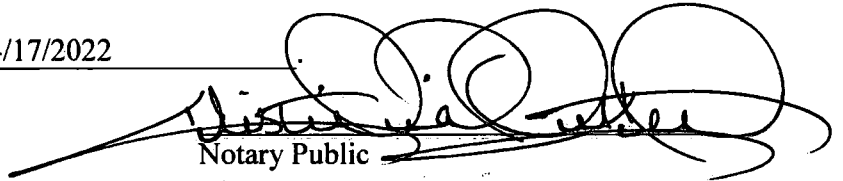
By:   
Taylor Dudley, Manager and Sole Member *[Name, title]*

STATE OF Colorado )  
 )ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 22nd day of November, 201, by Taylor Dudley, as Manager and Sole Member of Polestar Hess Ranch LLC, a Colorado limited liability company.

My commission expires: 04/17/2022



  
Notary Public


*[Remainder of page intentionally left blank. Signatures continue on following page.]*



**CONSENT OF TOWN OF PARKER**

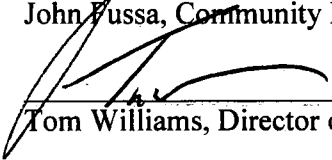
The Town of Parker hereby consents to the Assignment and Assumption Agreement for Trails at Crowfoot Filing No. 8 Subdivision Agreement, as described herein.

**TOWN OF PARKER, COLORADO**



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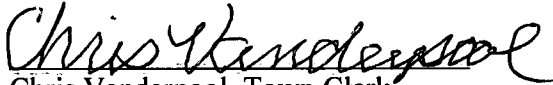
John Fussa, Community Development Director



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Tom Williams, Director of Engineering/Public Works

ATTEST:



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Chris Vanderpool, Town Clerk

## **EXHIBIT A**

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