

ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT** (this "Assignment") is made by and between **EQUINOX MEAD LLC**, a Colorado limited liability company ("Assignor"), having an address of 10450 E. 159th Ct, Brighton, CO 80602, and **EQUINOX DEVELOPMENT LLC**, a Colorado limited liability company ("Assignee"), having an address of 10450 E. 159th Ct, Brighton, CO 80602, and shall be effective on the date of mutual execution of this Assignment by the parties and following the date that the Board of Trustees of the Town of Mead has approved this Assignment by Resolution and the Town Manager has executed the acknowledge signature block on this Assignment set forth below ("Effective Date").

W I T N E S S E T H:

A. Assignor and the Town of Mead, a Colorado municipal corporation (the "Town") entered into that certain Subdivision Improvement Agreement dated October 23, 2023 and recorded in the official records of Weld County, Colorado (the "Official Records") on October 25, 2023 at Reception No. 4927623, concerning that certain tract or parcel of land more particularly described on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "SIA").

B. Assignor desires to assign to Assignee and its successors and assigns, all of Assignor's rights, duties, obligations, liabilities, responsibilities, and benefits as established in the SIA, and Assignee is willing to assume all such rights, duties, obligations, liabilities, responsibilities, and benefits, pursuant to the terms and conditions of this Assignment.

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

1. Assignment and Assumption. As of the Effective Date, Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor's rights, duties, obligations, liabilities, responsibilities, and benefits established in the SIA. Assignee hereby expressly accepts this Assignment and assumes, for itself and its successors and assigns, all of Assignor's rights, duties, obligations, liabilities, responsibilities, and benefits, fixed and contingent, under the SIA. Assignee agrees to (a) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liability of Assignor with respect to the SIA, and (b) keep, perform and observe all of such covenants and conditions under the SIA to be kept, performed and observed. As of the Effective Date, Assignor is hereby released from any and all duties, obligations, liabilities, covenants, conditions, agreements, provisions, and responsibilities established and imposed by the SIA.

2. Indemnification. Assignee hereby agrees to indemnify, protect, defend and hold Assignor harmless for, from and against and any all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or resulting from or in connection with any obligation, breach or default by Assignee with respect to the SIA on and after the Effective Date. Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless for, from and against and any all claims, demands, liabilities,

losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or resulting from or in connection with any obligation, breach or default by Assignor with respect to the SIA accruing prior to the Effective Date.

3. General Provisions.

a. Successors. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

b. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

c. Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without reference to the conflict of law provisions thereof.

d. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, then in addition to any damages awarded, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expense incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

e. Recording. This Assignment shall be recorded with the Weld County Clerk and Recorder in the Official Records.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date(s) set forth below, to be effective as of the Effective Date.

[signature pages follow].

[Assignor signature page – Assignment and Assumption of Subdivision Improvement Agreement].

ASSIGNOR:

EQUINOX MEAD LLC, a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO

)

) ss.

COUNTY OF ADAMS

)

The foregoing instrument was acknowledged before me this 16th day of AUGUST, 2024, by GEORGE HANLON as MANAGER of **Equinox Mead LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/3/2028

Khrystyna Demoney
Notary Public

[SEAL]

KHRYSTYNA DEMONEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124017065
MY COMMISSION EXPIRES APRIL 03, 2028

[Assignee signature page – Assignment and Assumption of Subdivision Improvement Agreement].

ASSIGNEE:

EQUINOX DEVELOPMENT LLC, a Colorado limited liability company

By: *Don Summers*

Name: *Don Summers*

Title: *Manager*

STATE OF COLORADO)
) ss.
COUNTY OF *ADAMS*)

The foregoing instrument was acknowledged before me this *16th* day of *AUGUST*, 2024, by *DON SUMMERS* as *MANAGER* of **Equinox Development LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: *4/3/2028*

Khrystyna Demoney
Notary Public

[SEAL]

KHRYSTYNA DEMONEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124017065
MY COMMISSION EXPIRES APRIL 03, 2028

ACKNOWLEDGMENT:

TOWN OF MEAD, COLORADO

Helen Migchelbrink, Town Manager.
authorized by Resolution No.65-R-2024/

Date: _____, 2024

ATTEST:

Mary E. Strutt, MMC, Town Clerk


ACKNOWLEDGED AND AGREED:

METRO DISTRICTS:

MEAD PLACE METROPOLITAN DISTRICT NOS.

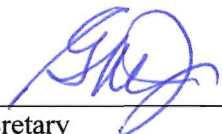
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By:


President

Name printed: Don Summers

ATTEST:


Secretary

Name printed: GEORGE R. HANSON, JR

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

OUTLOTS A, B AND C, MEAD PLACE, COUNTY OF WELD, STATE OF COLORADO, AS DESCRIBED ON THE MEAD PLACE FINAL PLAT, RECORDED WITH THE WELD COUNTY CLERK & RECORDER ON DECEMBER 3, 2015 AT RECEPTION NO. 4162823.