

**WHEN RECORDED RETURN TO:**

Michow Cox & McAskin LLP  
6530 S. Yosemite Street, Suite 200  
Greenwood Village, CO 80111  
Attn: Marcus McAskin

**PARTIAL ASSIGNMENT AND ASSUMPTION  
OF SUBDIVISION IMPROVEMENT AGREEMENT  
FOR 2<sup>ND</sup> & PARK SUBDIVISION AND  
PLANNED UNIT DEVELOPMENT – FINAL PLAT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT FOR 2<sup>ND</sup> & PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT – FINAL PLAT (this “Assignment”) is made and entered into as of \_\_\_\_\_, 2017, by and between DOWNTOWN LYONS DEVELOPMENT, LLC, a Colorado limited liability company (“Assignor”) and HABITAT FOR HUMANITY OF THE ST. VRAIN VALLEY, INC., a Colorado non-profit corporation (“Assignee”), with the consent of the TOWN OF LYONS, a municipal corporation of the State of Colorado (“Town”).

A. Assignor, as “Developer”, entered into that certain Subdivision Improvements Agreement for the 2<sup>ND</sup> & Park Subdivision and Planned Unit Development – Final Plat dated November 9, 2016 and recorded in the real property records of Boulder County, Colorado on November 10, 2016 under Reception No. 03556392 (the “SIA”), a true and correct copy of which SIA is attached hereto as Exhibit A and incorporated herein by reference.

B. The SIA pertains to the development of LOTS 1 – 7, 2<sup>ND</sup> & PARK SUBDIVISION AND PUD FINAL PLAT, TOWN OF LYONS, COUNTY OF BOULDER, the plat of which was recorded in the real property records of Boulder County, Colorado on November 10, 2016 at Reception No. 03556394.

C. As of the date of this Assignment, Lot 1 (the “Commercial Lot”) is owned by Assignor and Lots 2 – 7 (the “Residential Lots”) are owned by Assignee.

D. Assignor desires to assign all of Assignor’s rights, title and interests in and to the SIA with respect to the Residential Lots to Assignee, and Assignee is willing to accept same, subject to the terms set forth below.

E. Section XVI.B. of the SIA sets forth that the SIA may not be assigned without the written consent of the Town and that this Assignment is not effective unless approved by Resolution of the Town’s Board of Trustees.

F. The Board of Trustees approved this Assignment pursuant to Resolution No. 2017-\_\_\_ dated \_\_\_\_\_, 2017, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the above premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Partial Assignment of SIA. Effective as of the date hereof, Assignor does hereby assign and set over unto Assignee all of Assignor's rights, title and interests in and to the SIA, except for any and all obligations associated with the Commercial Lot, being LOT 1, 2<sup>ND</sup> & PARK SUBDIVISION AND PUD FINAL PLAT, TOWN OF LYONS, COUNTY OF BOULDER.

2. Partial Assumption of Liabilities. Assignee hereby assumes and agrees to perform and observe all of Assignor's obligations under the SIA associated with the Residential Lots, being LOTS 2 - 7, 2<sup>ND</sup> & PARK SUBDIVISION AND PUD FINAL PLAT, TOWN OF LYONS, COUNTY OF BOULDER.

3. Partial Release. Effective as of the date hereof, Assignor is released from all of Assignor's obligations under the SIA pertaining to the Residential Lots.

4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment and all rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado.

6. Counterparts. This Assignment may be executed in counterparts, and it is agreed that such counterpart signatures, when assembled into a single document with multiple signature pages, shall be binding upon and enforceable against the parties hereto to the same extent as if all signatures were set forth on the same copy of this Assignment. Delivery of an executed counterpart of a signature page to this Assignment by electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

**ASSIGNOR:**

**DOWNTOWN LYONS DEVELOPMENT, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Craig Ferguson, Managing Member

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Craig Ferguson as Managing Member of Downtown Lyons Development, LLC, a Colorado limited liability company. Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

[SEAL]

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

**ASSIGNEE:**

**HABITAT FOR HUMANITY OF THE ST. VRAIN VALLEY, INC.**, a Colorado non-profit corporation

By: \_\_\_\_\_  
Dave Emerson, Executive Director

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Dave Emerson as Executive Director of Habitat for Humanity of the St. Vrain Valley, Inc., a Colorado non-profit corporation. Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

[SEAL]

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

**TOWN OF LYONS:**

**TOWN OF LYONS**, municipal corporation of the State of Colorado

By: \_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Deb Anthony, Town Clerk

## **Exhibit A**

[Attached]

**Exhibit B**

[Attached]