

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF THE FIRST AMENDED AND RESTATED WATER PROJECT AGREEMENT AND FORMATION OF THE CHERRY CREEK PROJECT WATER AUTHORITY DATED AUGUST 20, 2008

This Assignment and Assumption of First Amended And Restated Water Project Agreement and Formation of the Cherry Creek Project Water Authority Dated August 20, 2008 ("Assignment and Assumption") is dated this _____ day of _____, 2020, by and among the **TOWN OF CASTLE ROCK, COLORADO BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE** ("Town") and **ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY** ("ACWWA"). The Town and ACWWA shall be referred to as the "Parties."

RECITALS

- A. Pursuant to the *First Amended and Restated Water Project Agreement and Formation of the Cherry Creek Project Water Authority* dated August 20, 2008 ("Formation Agreement"), Inverness Water and Sanitation District ("Inverness"), Denver Southeast Suburban Water and Sanitation District ("Pinery"), Cottonwood Water and Sanitation District ("Cottonwood") and ACWWA formed the Cherry Creek Project Water Authority ("Authority").
- B. As specified in ¶ 2.1 of the Formation Agreement, ACWWA owns forty-one and twenty-five hundredths percent (41.25%) of the Authority ("ACWWA's Interest").
- C. Inverness, Pinery and Cottonwood have expressly consented to ACWWA's sale of ACWWA's Interest to the Town in writing by that Consent to Sale dated _____.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following assignment and assumption is made:

1. ACWWA hereby assigns to the Town all of its rights, responsibilities, obligations, entitlements, and interests under the Formation Agreement.
2. The Town hereby assumes all of ACWWA's rights, responsibilities, obligations, entitlements, and interests under the Formation Agreement.
3. The Parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Assignment and Assumption, including to timely execute and deliver any additional documents reasonably necessary to evidence or effectuate the assignment and assumption.
4. The Parties to this Assignment and Assumption represent that they have the full power and authority to enter into and perform this Assignment and Assumption.
5. This Assignment and Assumption may be executed in one of more counterparts, each

of which, when so executed and delivered, shall be deemed an original and shall together constitute one and the same document. Signatures hereto may be evidenced by electronic or facsimile transmission, which shall be treated as the original signature of the Party.

6. This Assignment and Assumption shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

**REMAINING PORTION BLANK
SIGNATURES APPEAR ON FOLLOWING PAGE**

**ARAPAHOE COUNTY WATER AND
WASTEWATER AUTHORITY**, a water authority
of the State of Colorado

_____, _____

ATTEST:

Secretary

**TOWN OF CASTLE ROCK, COLORADO
BY AND THROUGH ITS WATER ACTIVITY
ENTERPRISE**

By: _____
Jason Gray, Mayor

ATTEST:

By: _____
Lisa Anderson, Town Clerk

APPROVED AS TO FORM:

By: _____
Robert J. Slentz, Town Attorney