

THIRD AMENDMENT TO SUBDIVISION AGREEMENT
Trails at Crowfoot Filing No. 11

THIS THIRD AMENDMENT is made and entered into this 29th day of September, 2022, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Melody Homes, Inc., a Delaware corporation (the "Developer").

RECITALS

A. The Town and the Developer entered into that Subdivision Agreement Trails at Crowfoot Filing No. 11, on April 22, 2021, which was recorded in the Douglas County Clerk and Recorder's Office on April 23, 2021, at Reception No. 2021053144, as amended by that First Amendment to Subdivision Agreement Trails at Crowfoot Filing No. 11 on June 25, 2021, and recorded in the Douglas County Clerk and Recorder's Office on June 28, 2021, at Reception No. 2021078761; and by that Second Amendment to Subdivision Agreement Trails at Crowfoot Filing No. 11 on December 1, 2021, and recorded in the Douglas County Clerk and Recorder's Office on December 1, 2021, at Reception No. 2021133132 (the "Agreement").

B. The Town and the Developer desire to enter into this Third Amendment to the Agreement (the "Third Amendment") in order to add Paragraph 4.g. of the Agreement to permit the Developer to construct one model home on the Property prior to probationary acceptance of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the Third Amendment as follows:

1. Paragraph 4. Specific Conditions, is amended to add new subparagraph g. as follows:

g. The Town and the Developer agree that one building permit may be issued for a model home on Lot 2 Block 1 of the Property (the "Model Lot"), prior to probationary acceptance of the Public Improvements, subject to compliance with the applicable building and fire code and Parker Water and Sanitation District requirements; provided, however, that The Town shall not issue a certificate of occupancy for the Model Lot and the Model Lots may not be sold to a third party prior to probationary acceptance of the Public Improvements by the Town of Parker.

2. The recitals to this Third Amendment are incorporated herein by this reference.

3. The Town and the Developer acknowledge and agree that the Agreement as modified herein remains in full force and effect and is ratified by the Town and the Developer. In the event of any conflict between the Agreement and this Third Amendment, the terms and conditions of this Amendment shall control.

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WHEREFORE, the parties hereto have executed this Third Amendment on the day and year first above written.

TOWN OF PARKER, COLORADO

By: *John Fussa*
John Fussa, Community Development Director

By: *Tom Williams*
Tom Williams, Director Engineering/ Public Works

ATTEST:

Chris Vanderpool
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

[Signature]
Town Attorney's Office

DEVELOPER: MELODY HOMES, INC., a Delaware corporation

By: *[Signature]*
William Carlisle, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 16th day of September, 2022, by William Carlisle as Vice President of Melody Homes, Inc.

My commission expires: 12-10-2025

SEAL

[Signature]
Notary Public

