

THIRD AMENDMENT TO SUBDIVISION AGREEMENT
Trails at Crowfoot Filing No. 9 – Tracts B, E and F

THIS THIRD AMENDMENT TO SUBDIVISION AGREEMENT (this “Third Amendment”) is made this 11/17/2025, by and among the Town of Parker, a Colorado home rule municipality (the “Town”) and HR935, LLC, a Colorado limited liability company (the “Developer”).

RECITALS

- A. The Town and the Developer entered into that Subdivision Agreement for Trails at Crowfoot Filing No. 9 – Tracts B, E and F, on October 9, 2020, which was recorded in the Douglas County Real Property Records on October 12, 2020, at Reception No. 2020098930, and amended by that First Amendment to the Agreement on June 25, 2021, which was recorded on June 28, 2021, at Reception No. 2021078759 (the “First Amendment”); that Second Amendment to the Agreement on December 1, 2021, which was recorded on December 1, 2021, at Reception No. 2021133130 (the “Second Amendment”) (collectively, the “Agreement”).
- B. The parties desire to enter into this Third Amendment to revise the conditions for the dedication of the school tract on Tract B of the Property (the “School Tract”), and to otherwise amend the Agreement as set forth herein.
- C. All capitalized terms not otherwise defined herein shall have the same meanings as provided in the Agreement.

AGREEMENT

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

Section 1. Paragraph 4, Specific Conditions, subparagraph b., is hereby deleted in its entirety and replaced with the following:

- b. The Developer shall convey Tract B, Trails at Crowfoot Filing No. 9 (the “School Site”) to the Douglas County School District RE-1 (the “School District”) in accordance with the terms of the Annexation Agreement for the Property, as amended, including that the conveyance be subject to a perpetual restriction that the School District shall only use the School Site for an elementary school owned and operated by the School District, not a third party or charter school.

Section 2. The parties approve the use of electronic signatures for this Third Amendment and all subsequent amendments to the Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

Section 3. The Town and the Developer acknowledge and agree that the Agreement has not been amended, except as provided in the First Amendment, the Second Amendment, and this Third Amendment.

[Signatures on following page.]

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

TOWN OF PARKER, COLORADO

By: Bryce Matthews
Bryce Matthews (Nov 17, 2025 07:27:39 MST)
Bryce Matthews, Acting Community Development Director

Date: 11/17/2025

By: Tom Williams
Tom Williams (Nov 17, 2025 07:38:06 MST)
Tom Williams, Director of Engineering/Public Works

Date: 11/17/2025

ATTEST:

Chris Vanderpool
Chris Vanderpool (Nov 17, 2025 08:33:27 MST)
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kelsey M. Hall
Kelsey M. Hall (Oct 30, 2025 14:00:10 MDT)
Town Attorney's Office



DEVELOPER: HR935, LLC, a Colorado limited liability company

By: _____
Chris Elliott President

Date: _____

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

TOWN OF PARKER, COLORADO

By: _____
Bryce Matthews, Acting Community Development
Director

Date: _____

By: _____
Tom Williams, Director of Engineering/Public
Works

Date: _____

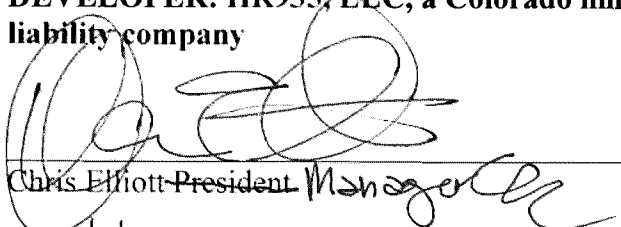
ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

**DEVELOPER: HR935, LLC, a Colorado limited
liability company**

By: 

Chris Elliott, President

Date: October 28, 2025