

**HECKENDORF RANCH FILING NO. 2, AMENDMENT NO. 6  
AGREEMENT**

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**DATE:** February 5, 2019.

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation,  
100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").  
**UDC CVW, LLC**, a Colorado limited liability company, 6900 E.  
Belevue Avenue, Suite 300, Greenwood Village, Colorado 80111  
("Owner").

**RECITALS:**

A. Owner desires to replat Lot 1, Block 2, Heckendorf Ranch Filing No. 2 ("Property") as "Heckendorf Ranch Filing No. 2, Amendment No. 6" ("Plat").

B. The Property is subject to the Heckendorf Ranch Filing No. 2 Subdivision Improvements Agreement dated March 15, 2006, recorded in the public records at Reception No. 2006022150 and the First Amendment to Heckendorf Filing No. 2 Subdivision Improvements Agreement dated May 19, 2011, recorded in the public records on August 10, 2011 at Reception No. 2011048098 (as amended, the "SIA").

C. Section 9 of the SIA provides that the Town will assist in the recoupment of \$63,750 of the Interchange funding ("Recoupment Obligation") previously collected by Town from The Ryland Group, Inc. ("Ryland") and Standard Pacific of Colorado, Inc. ("StanPac"). By this Agreement the parties address the application of such contractual provisions to the Property.

D. Except as modified by this Agreement, the SIA shall remain in full force and effect and applicable to the Property.

**COVENANTS:**

**NOW, THEREFORE**, in consideration of these mutual promises, the parties agree and covenant as follows:

**Section 1. Interchange Funding.** Concurrently with and as a condition to recordation of the Plat, Owner shall pay to Town \$10,896.04 ("Recoupment Payment"), which amount represents the Property's pro rata share (based on acreage) of the



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Recoupment Obligation. After receipt of the Recoupment Payment and recordation of the Plat, thereafter the Town will not withhold or condition any development or building permit associated with the Property on account of the Recoupment Obligation under the SIA, irrespective of the demand of any party in interest under the SIA for additional payments toward the Recoupment Obligation. Town shall forward the Recoupment Payment to the current assignee of StanPac and Ryland as provided in the SIA.

**Section 2. Default and Remedies.** In the event either party should default in performance of its obligations under this Agreement and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

**Section 3. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**Section 4. Recordation.** This Agreement and the Plat shall be recorded with the Clerk and Recorder's Office of Douglas County, Colorado and shall be binding upon the assigns, successors, and grantees of Owner in the same manner as if such third parties were signatories to this Agreement.


( Signature page to follow )



**OWNER:**

**UDC CVW, LLC**, a  
Colorado limited liability company.

By: United Development Companies, LLC, a  
Colorado limited liability company, its  
Manager

By:   
Name: Daniel R. Sheldon  
Title: Manager

By: \_\_\_\_\_


Its: \_\_\_\_\_

STATE OF CO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 28 day of February, 2019 by Daniel R. Sheldon as Manager of United Development Companies, LLC as Manager of UDC CVW, LLC, a Colorado limited liability company.

Witness my official hand and seal.  
My commission expires: 5.11.21

(SEAL)

  
Notary Public

**KATHERINE C TALCOTT**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 19974007236  
My Commission Expires May 11, 2021