

**SECOND AMENDMENT TO
LIBERTY VILLAGE FILING NO. 1
SUBDIVISION IMPROVEMENTS AGREEMENT**

DATE: January 9, 2018.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation,
100 Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

M.D.C. LAND CORPORATION, a Colorado corporation and
RICHMOND AMERICAN HOMES, INC., a Delaware
corporation, 4350 S. Monaco Street, Suite 100, Denver, CO 80237
(collectively, “Subdivider”).

RECITALS:

A. Town and Subdivider are parties to the Liberty Village Filing No. 1 Subdivision Improvements Agreement dated September 15, 2005, recorded in the Records on April 28, 2006 at Reception No. 200603551 and First Amendment to Liberty Village Filing No. 1 Subdivision Improvement Agreement dated April 25, 2017 recorded in the Records on May 3, 2017 at Reception No. 2017029826 (“First Amendment”) (collectively, the “Agreement”).

B. The parties have determined that it is appropriate to further amend the Agreement to address the timing of construction of certain Improvements.

COVENANTS:

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

Section 1. Amendment. Section 9 of the Agreement is amended in its entirety to read as follows:

Section 9. Drainage and Transportation Improvements.

A. Intentionally deleted. The requirement set forth Section 9.A1 and A.2 of the First Amendment has been satisfied.

B. Planning Areas 5, 6, 7 and 8, collectively, shall be limited to

150 building permits, subject to the adjustment under 23.B, below, inclusive of any building permits previously issued within such Planning Areas ("Permit Cap"), until the following Phase Improvements, as identified in the Plans, have been constructed and accepted by Town:

1. McMurdo Bridge Crossing No. 1, with associated channel improvements ("McMurdo Bridge Crossing No. 1 Improvements").

2. Completion of the full Castle Oaks Drive section improvements through PA5, PA6 and PA7.

3. McMurdo trail construction from Castle Oaks Drive to the south Property boundary, except as modified by Section 3 set forth below.

4. McMurdo Gulch channel improvements, except for McMurdo Bridge Crossing No. 2 that will be completed concurrent with the Improvements associated with PA8 ("McMurdo Gulch Channel Improvements") in accordance with the Public Improvement Construction Plans for Liberty Village – McMurdo Gulch Channel Stabilization, in the form finally approved by the US Army Corps of Engineers ("Corp") and the Town ("McMurdo Gulch Channel Improvements Plans").

5. Completion of the permanent waterline within the interim section of Castle Oaks Drive over McMurdo Gulch. Such waterline Improvements must be realigned, designed and constructed in accordance with Town Regulations.

Irrespective of whether the Permit Cap has been reached, the McMurdo Bridge Crossing No. 1 Improvements and the McMurdo Gulch Channel Improvements must be constructed and initially accepted by Town not later than the date that is seven (7) months after the McMurdo Gulch Channel Improvements Plans are approved by the Corp and Town (the "Outside Completion Date").

C. Intentionally deleted. The improvements required under Section 9.C of the First Amendment have been completed ..

D. Intentionally deleted. The restriction imposed under Section 9.D of the First Amendment has expired.

E. In order to assure construction of the McMurdo Bridge Crossing No. 1 Improvements and the McMurdo Gulch Channel

Improvements, Subdivider shall deposit into escrow the sum of \$1,800,546.00 (the "Escrow Funds"), in accordance with the Escrow Agreement in the form attached as **Exhibit B**, ("Escrow Agreement"). The Escrow Funds shall be disbursed (i) to Subdivider upon receipt by Escrow Agent (as defined in the Escrow Agreement) of Town's written verification that Town has issued construction permits for all or a portion of the McMurdo Bridge Crossing No. 1 Improvements and the McMurdo Gulch Channel Improvements, or (ii) to Town, from time to time to pay for completion of the same in accordance with the Escrow Agreement, upon written receipt by Escrow Agent of a Notice of Default from Town that Subdivider has failed to complete the McMurdo Bridge Crossing No. 1 Improvements and/or McMurdo Gulch Channel Improvements by the Outside Completion Date and that Town has elected to undertake the McMurdo Bridge Crossing No. 1 Improvements and/or the McMurdo Gulch Channel Improvements. In the event Town elects to construct the McMurdo Bridge Crossing No. 1 Improvements and/or the McMurdo Gulch Channel Improvements, Town shall have the right to utilize the Escrow Funds to complete construction of all or a portion of the McMurdo Bridge Crossing No. 1 Improvements and/or the McMurdo Gulch Channel Improvements.

In the event the Town elects to undertake construction of the McMurdo Bridge Crossing No. 1 Improvements and/or the McMurdo Gulch Channel Improvements with the Escrow Funds, the permit restriction set forth in 9.B shall remain in effect until such improvements are constructed by the Town. Nothing herein obligates the Town to elect to undertake the construction of the McMurdo Bridge Crossing No. 1 or the McMurdo Gulch Channel Improvements. Subdivider is responsible for all costs associated with construction of McMurdo Bridge Crossing No. 1 Improvements and the McMurdo Gulch Channel Improvements. If Escrow Funds are insufficient for Town to complete the McMurdo Bridge Crossing No. 1 Improvements and the McMurdo Gulch Channel Improvements, Subdivider is responsible to provide the additional costs required to complete the improvements.

F. Intentionally deleted. Due to the construction of the box culvert in two phases, no detour will be necessary.

Section 3. Amendment. Section 23 of the Agreement is amended in its entirety to read as follows:

Section 23. Trail Construction.

A. Subdivider shall construct all trails as depicted on the Final Site Plan with construction of the applicable Phase Improvements. Provided however, that portion of the trail identified as "Installed with Phase

Improvements” on the attached *Exhibit A* shall be constructed as part of the Castle Oaks Drive Improvements concurrent with the Improvements associated with PA 5 and PA 7, and that portion of the trail identified as “Deferred Until PA8” on the attached *Exhibit A* shall be constructed as part of the Castle Oaks Drive Improvements, which are required to be constructed concurrently with the Improvements associated with PA8.

B. Subdivider, at its sole discretion and cost, may elect to construct a grade-separated trail crossing within the culvert for the McMurdo Gulch bridge located between Planning Areas 3 and 5, as depicted on the attached *Exhibit D* (“Trail Crossing”). Upon approval of the Plans for the Trail Crossing and issuance of a construction permit for the Trail Crossing in accordance with Town Regulations, the Town will authorize the issuance of an additional 50 building permits (for a total of 200 permits) within Planning Areas 5, 6, 7 and 8, collectively, inclusive of any permits previously issued within such Planning Areas in accordance with 9.B, above. The construction permit for the Trail Crossing is conditioned on the issuance of a Town of Castle Rock Floodplain Development Permit.

Section 4. Amendment. Section 28 of the Agreement is amended in its entirety to read as follows:

Section 28. Construction Damage. Subdivider shall be responsible for any extraordinary damage to existing roadways or public improvements internal to the Subdivision, resulting from the gross negligence of contractors working on the Improvements or private improvements. Subdivider may assign responsibility and liability for such construction damage to the builders within the Subdivision. Town consents to such assignment, without relieving Subdivider of the obligation to repair damage, in the event the assignee fails to do so as a result of construction traffic from the Subdivision. Provided however, where a third party assumes the role of Subdivider by applying for a public works permit and constructing public works for dedication to the Town, such third party shall be considered to be the Subdivider for purposes of this section and shall be responsible to the Town for construction damage.

All Construction traffic shall be restricted to Town- approved haul routes as indicated on *Exhibit C* and prohibited from utilizing certain access points within the Terrain PD. Subdivider shall install signage at the locations identified on the attached *Exhibit C*, identifying approved haul routes for construction traffic related to the Subdivision. Subdivider shall provide all home builders, contractors and subcontractors contracted with Subdivider with notice of the approved haul routes and weight limits and restrictions for all bridges located on Castle Oaks Drive.

SUBDIVIDER:

M.D.C. LAND CORPORATION,
a Colorado corporation.

By: Michael Touff

Its: Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 22nd day of December, 2017 by Michael Touff as Vice President for M.D.C. Land Corporation, a Colorado corporation.

Witness my hand and official seal.
My commission expires: _____
Notary Public
State of Colorado
Notary ID 19874187609
My Commission Expires December 20, 2020

Lauren Schultz
Notary Public

RICHMOND AMERICAN HOMES OF COLORADO, INC.,
a Delaware corporation.

By: Eric R. Kubly

Its: VP of Land Development

STATE OF COLORADO _____)
) ss.
COUNTY OF Denver _____)

The foregoing instrument was acknowledged before me this 29th day of December, 2017 by Eric R. Kubly as VP of Land Development for Richmond American Homes of Colorado, Inc., a Delaware corporation.

Witness my official hand and seal.
My commission expires: 6-11-2019

ANGELA M. LASHLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034019384
MY COMMISSION EXPIRES JUNE 11, 2019

Angela M. Lashley
Notary Public

Exhibit B

ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement") is entered into by and between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, whose address is 100 Wilcox Street, Castle Rock, CO 80104 ("Town"), **M.D.C. LAND CORPORATION**, a Colorado corporation, whose address is 4350 S. Monaco Street, Denver, CO 80237 ("Subdivider") and **LAND TITLE GUARANTEE COMPANY**, a corporation organized and existing under the laws of the State of Colorado, whose address is 3033 East 1st Avenue, Denver, CO 80206 ("Escrow Agent").

RECITALS

A. Pursuant to the terms and conditions set forth in the Second Amendment to Liberty Village Subdivision Improvements Agreement dated _____, recorded in the Douglas County public records at Reception No. _____, (the "2nd Amendment"), Subdivider is required to construct the McMurdo Bridge Crossing No. 1 Improvements and the McMurdo Gulch Channel Improvements. In accordance with the 2nd Amendment, Subdivider shall establish an escrow account to assure construction of the McMurdo Bridge Crossing No. 1 Improvements and the McMurdo Gulch Channel Improvements (collectively, the "Improvements"). All capitalized terms used but not defined in this Escrow Agreement shall have the meaning ascribed to them in the 2nd Amendment.

B. This Escrow Agreement sets forth the terms and conditions by which the Escrow Agent shall hold and disburse the escrow funds.

COVENANTS

NOW, THEREFORE, in consideration of the matters described above, the mutual covenants contained in this Escrow Agreement, and other good and valuable consideration, the Town, Subdivider and Escrow Agent agree as follows:

Section 1. Escrow Funds. Escrow Agent acknowledges receipt of **\$1,800,546.00** from the Subdivider (Escrow Funds) in accordance with the terms and conditions of the 2nd Amendment.

Section 2. Disbursement of Escrow Funds. The Escrow Funds shall be disbursed as follows:

A. To Subdivider from time to time to pay for the completion of the Improvements, as evidenced by the submission to Escrow Agent and Town of copies of invoices for work to complete such Improvements (together with lien waivers covering such portion of the Improvements conditioned only upon receipt of good funds). Upon completion of all of the Improvements, as evidenced by initial acceptance by the Town, any remaining Escrow Funds shall be disbursed by Escrow Agent to Subdivider; or

B. Upon receipt by Escrow Agent and Subdivider of a copy of Town's Notice of Default from Town to Subdivider, stating that Subdivider has defaulted (beyond any applicable notice and cure period) in its obligation to complete the Improvements under the 2nd Amendment on or before the Outside Completion Date and that the Town elected to undertake construction of all or the incomplete portion of the Improvements, to Town from time to time to pay for the completion of the Improvements, as evidenced by the submission to Escrow Agent and Subdivider of copies of invoices for work to complete such Improvements (together with lien waivers covering such portion of the Improvements conditioned only upon receipt of good funds). Upon completion of all of the Improvements, as evidence by [initial acceptance by the Town/approval by Town?], any remaining Escrow Funds shall be disbursed by Escrow Agent to Subdivider.

Escrow Agent shall make the required disbursements from the Escrow Funds as authorized by this Escrow Agreement within a reasonable time.

Section 3. Termination of this Escrow Agreement. This Escrow Agreement shall terminate upon the disbursement of the entire balance of the Escrow Funds.

Section 4. Duties of Escrow Agent. The Duties of Escrow Agent shall be as follows:

- A. During the term of this Escrow Agreement, Escrow Agent shall hold and disburse the Escrow Funds in accordance with the terms and provisions of this Escrow Agreement.
- B. The Town and Subdivider agree and acknowledge that Escrow Agent: (1) assumes no personal liability in connection with this Escrow Agreement for an act it may do or omit to do hereunder while acting in good faith; and (2) may seek advice from its own counsel, accountants, brokers or other persons reasonably believed by it, in good faith, to be an expert in the matters upon which they were consulted, and shall be fully protected in any action taken or suffered by it in good faith in accordance with such advice.
- C. If a dispute should develop concerning the Escrow Funds, then in any such event, Escrow Agent shall deliver the Escrow Funds in accordance with the joint written instructions received from the Town and Subdivider by Escrow Agent. If no such instructions are received within thirty (30) days after Escrow Agent has issued a written request for instructions from the Town and Subdivider, Escrow Agent shall have the right to pay the Escrow Funds into a court of competent jurisdiction and interplead the Town and Subdivider, and then Escrow Agent shall be discharged from any obligation in connection with this Escrow Agreement.
- D. Escrow Agent shall deposit and invest all Escrow Funds received under this Escrow Agreement in a Federal Deposit Insurance Corporation (FDIC) insured institution ("Institution"). All deposits shall earn interest at the rate paid by the Institution and such interest shall be accounted for separately by the Escrow Agent and rebated to Subdivider upon request, with written notice provided to the Town. Under no

circumstances shall Escrow Agent be liable for loss of funds due to bank, savings and loan association, or other institutional failure, including employees or agents thereof, suspension or cessation of business, or any action or inaction of the part of the bank, savings and loan association, or other institution, or any delivery service transporting funds to and from such institution.

- E. Escrow Agent shall provide an accounting of all Escrow Funds to the Town and Subdivider upon written request.
- F. Escrow Agent may act in reliance upon any writing or signature, which Escrow Agent, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such writing.
- G. Escrow Agent may act in reliance on any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof, which it believes, in good faith, has been duly authorized to do so.
- H. Escrow Agent shall execute and deliver all forms required by Federal, State and other governmental agencies relative to the Escrow Funds.

Section 5. Compensation and Reimbursement of Escrow Agent. In consideration for the services to be rendered under and pursuant to this Escrow Agreement by Escrow Agent to the Town and Subdivider, Subdivider agrees to pay to Escrow Agent \$ ___ at the execution of this Escrow Agreement. Thereafter, each disbursement of Escrow Funds shall be made at a charge of \$ ___ to be paid out of the Escrow Funds.

The Escrow Agent shall be entitled to reimbursement in full, or may demand payment in advance, for all costs, expenses, charges, fees, or other payments (“Fees and Expenses”) made or to be made by Escrow Agent in the performance of Escrow Agent’s duties and obligations under this Escrow Agreement. Subdivider shall be liable to Escrow Agent for the payment of Fees and Expenses. Escrow Agent is hereby directed to disburse to itself in payment of Fees and Expenses from the Escrow Funds, at any time and from time to time, as to the same may be due and owing, only in the event Subdivider should fail to timely pay such fees and expenses. Escrow Agent is authorized to withhold any Fees and Expenses due and owing from the Clerk of the Court upon interpleader.

Section 6. Assignment. The duties and obligations of the Town, Subdivider and Escrow Agent shall not be assigned or delegated without the prior written approval of all parties.

Section 7. Notice. Any instruction, notice or demand to, upon or by any part to this Escrow Agreement shall be in writing and may be delivered personally, by private overnight courier, or certified mail, return receipt requested. Notice shall be deemed given on the first business date said notice is received by the party to whom notice is given. The respective addresses of the parties as set forth in this Escrow Agreement, as updated by the last notice of change of address filed with the Escrow Agent by the respective parties, shall be used by all the parties in

mailing any notice, demand, or declaration to either party. Telephone or other oral instruction, notice, or demand shall not be accepted by any party.

Section 8. Indemnification. The Town and Subdivider, to the extent permitted by law, agree to indemnify and hold Escrow Agent harmless from and against any and all claims, actions, causes of action, judgments, damages, injury, loss, liability, costs and expenses arising out of or in any way resulting from or under this Escrow Agreement, except for Escrow Agent's willful misconduct or gross negligence.

Section 9. Miscellaneous. Time is of the essence of this Escrow Agreement, and of each and every covenant, term, condition, and provision.

The captions appearing under the section number designations of this Escrow Agreement are for convenience only and are not a part of this Escrow Agreement and do not in any way limit or amplify the terms and provisions of this Escrow Agreement.

It is agreed that this Escrow Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado.

This Escrow Agreement and the Agreement shall constitute the entire agreement between the Parties. Other than the Agreement, any prior or contemporaneous understanding or representation of any kind preceding or on the date of the execution of this Escrow Agreement shall not be binding upon either party except to the extent incorporated in this Escrow Agreement.

Any modification of this Escrow Agreement or additional obligation assumed by any party in connection with this Escrow Agreement shall be binding only if evidenced in writing, signed by each party or any authorized representative of each party.

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Escrow Agreement.

The below signed individuals affirm that they have full authority of their respective organizations to enter into this Escrow Agreement and that all of the actions and documentation required to bind their respective organizations to the terms of this Escrow Agreement have been authorized and completed.

If any term or provision of this Escrow Agreement shall be held illegal and unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Escrow Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

The Town and Subdivider shall execute and deliver to Escrow Agent all forms required by Federal, State, and other governmental agencies relative to the Escrow Funds.

IN WITNESS WHEREOF, each party to this Escrow Agreement has caused it to be executed on this _____ day of _____, 2017.

TOWN OF CASTLE ROCK:

BY: _____
David L. Corliss, Town Manager

DATE: _____

APPROVED AS TO LEGAL FORM:

BY: _____
Robert Slentz, Town Attorney

DATE: _____

SUBDIVIDER

M.D.C. LAND CORPORATION, a Colorado corporation

BY: _____

ITS: _____

DATE: _____

RICHMOND AMERICAN HOMES, INC., a Delaware corporation

BY: _____

ITS: _____

DATE: _____

By signing below, Land Title Guarantee Company hereby acknowledges receipt of the funds identified herein and agrees to abide by all of the terms and conditions of this Escrow Agreement.

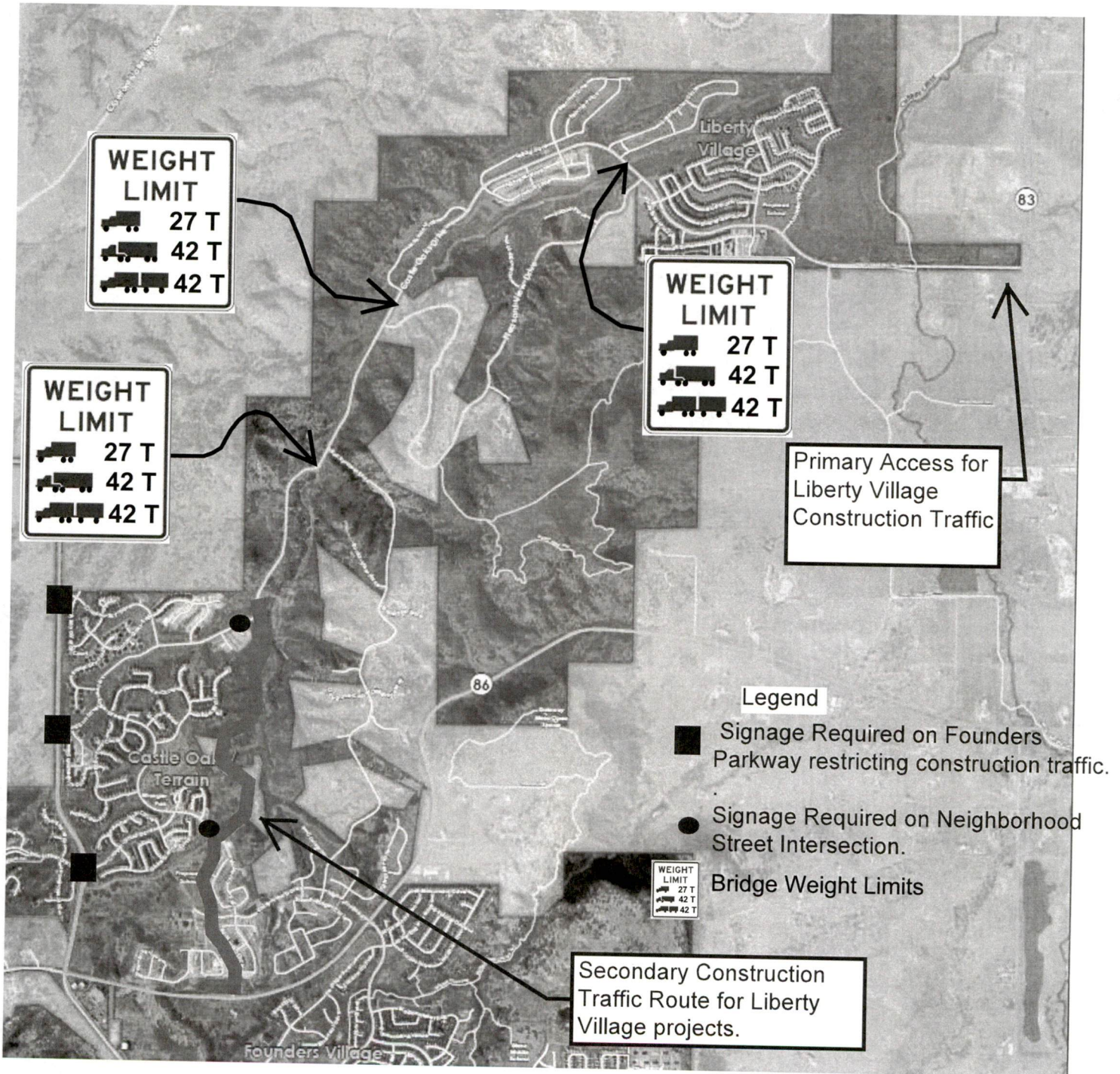
LAND TITLE GUARANTEE COMPANY

BY: _____

DATE: _____

ESCROW ACCOUNT NO. _____

Exhibit C



WEIGHT
LIMIT
27 T
42 T
42 T

WEIGHT
LIMIT
27 T
42 T
42 T

WEIGHT
LIMIT
27 T
42 T
42 T

Primary Access for
Liberty Village
Construction Traffic

Legend

■ Signage Required on Founders
Parkway restricting construction traffic.

● Signage Required on Neighborhood
Street Intersection.

Bridge Weight Limits

WEIGHT
LIMIT
27 T
42 T
42 T

Secondary Construction
Traffic Route for Liberty
Village projects.

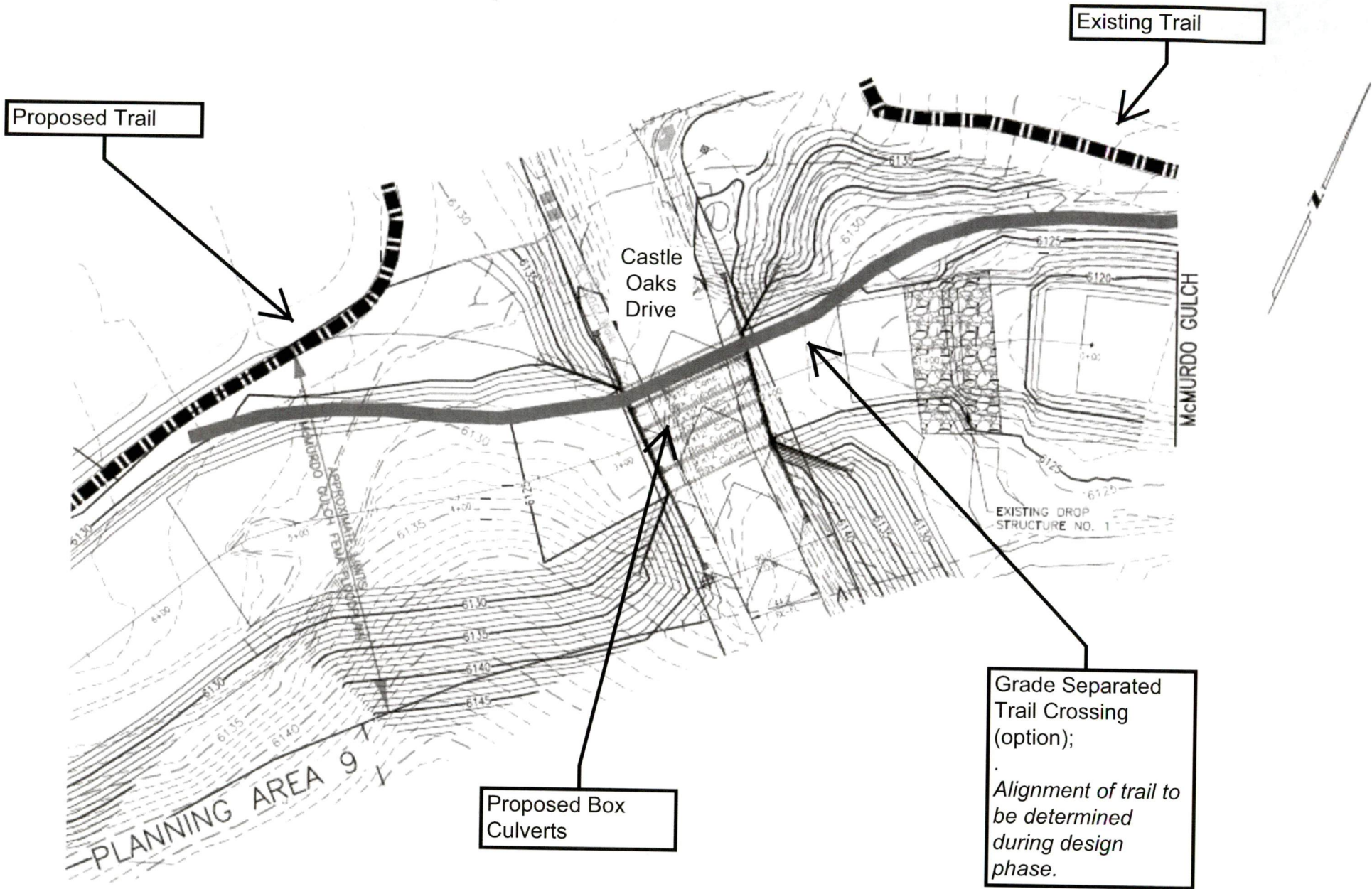


Exhibit D