

**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR  
COMPARK VILLAGE FILING NO. 3, AMENDMENT NO. 4,  
SUBDIVISION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR COMPARK VILLAGE FILING NO. 3, AMENDMENT NO. 4, SUBDIVISION AGREEMENT (the "Agreement") is dated as of September 14, 2017 (the "Effective Date"), and is made by and between Compark Land Company, a Colorado corporation, C & J Land Investments, LLC, a Colorado limited liability company, S & L Land Investments, LLC, a Colorado limited liability company, K & H Land Investments, LLC, a Colorado limited liability company, Parkwood East, LLC, a Colorado limited liability company, Scott Carlson, Kent Carlson, Clay Carlson, Colorado Ventures I, LLC, a Florida limited liability company, and Colorado Ventures III, LLC, a Florida limited liability company (collectively referred to as "Developer"), and Century at Compark Village North, LLC, a Colorado limited liability company ("Assignee").

**RECITALS**

A. The Developer entered into a subdivision agreement with the Town of Parker concerning Compark Village Filing No. 3, Amendment No. 4, located in the Town of Parker, County of Douglas, State of Colorado, and described in Exhibit A, which is attached hereto and incorporated by this reference (the "Subdivision Agreement").

B. The Developer desires to assign the Subdivision Agreement to Assignee and Assignee desires to assume all of the Developer's obligations under the Subdivision Agreement, subject to the prior written approval of the Town of Parker.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Developer hereby assigns all of its obligations, rights, title and interest under the Subdivision Agreement to Assignee.

2. Assignee hereby assumes all of the Developer's obligations, rights, title and interest under the Subdivision Agreement.

3. The Developer represents and warrants that it has satisfied all conditions precedent, as required by the Subdivision Agreement for this assignment by the Developer and assumption by Assignee.

4. This Agreement shall not be modified, amended or terminated without the express written consent of the Developer, Assignee and the Town of Parker. Notwithstanding anything to the contrary in this Agreement or the Subdivision Agreement, Assignee agrees and covenants to the Town of Parker that it will not further assign its rights or obligations under the Subdivision Agreement without first complying with Paragraph 27 of the Subdivision Agreement entitled "Assignment or Assignments."

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5. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

6. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

7. The Developer, on the one hand, and Assignee, on the other hand, agree that if any party hereto brings an action to enforce this Agreement or any of its terms and conditions, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and actual costs from the losing party. The parties acknowledge and agree that the Town of Parker shall not be liable for any party's attorneys' fees under this Paragraph 7.

8. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

9. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

10. The Recitals of this Agreement are incorporated herein by this reference.

11. This Agreement merges and supercedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to Developer: Compark Land Company  
C/O MPV Compark Management,  
1000 Bannock St. Suite 240  
Denver, CO 80204  
Attn: Michael Vickers  
Email: michaelvickers@mpvcompark.com

And: Thomas Triplett, Manager  
C/O Vickers Trusts  
1223 North Rock Road, Building H, Suite 100  
Wichita, KS 67206-1271  
Facsimile No.: (316) 636-2440  
Email: tctruple@twgfirm.com

And: Scott L. Carlson  
12460 1<sup>st</sup> Street  
P.O. Box 247  
Eastlake, Colorado 80614

With a copy to: Moye White LLP  
Attn.: Jennifer L. Stenman  
16 Market Square, 6<sup>th</sup> Floor  
1400 16<sup>th</sup> Street  
Denver, CO 80202  
Facsimile: (303) 292-4510  
Jennifer.stenman@moyewhite.com

Notice to Assignee: Century at Compark Village North, LLC  
Attn: Liesel Cooper, Ken Rabel, and Brian Mulqueen  
8390 E. Crescent Parkway, Suite 650  
Greenwood Village, Colorado 80111  
E-mail: LieselC@CenturyCommunities.com  
Ken.Rabel@CenturyCommunities.com  
Brian.Mulqueen@CenturyCommunities.com

With a copy to: Century at Compark Village North, LLC  
Attn: Audrey Baker, Esq. and Timothy Devlin, Esq.  
8390 E. Crescent Parkway, Suite 650  
Greenwood Village, Colorado 80111  
Facsimile: 303-770-8320  
E-mail: audreyb@centurycommunities.com  
timothy.devlin@centurycommunities.com

*[Remainder of page intentionally left blank. Signatures on following pages.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**DEVELOPER:**

**COMPARK LAND COMPANY, a Colorado corporation**

Thomas Triplett  
Thomas Triplett, President

STATE OF KANSAS            )  
  )ss.  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2017, by Thomas Triplett, as President of Compark Land Company, a Colorado corporation.

My commission expires: March 10, 2021.

SHAL  KATHRYN R. NEWSOM  
Notary Public - State of Kansas  
My Appt. Expires 03/10/2021

Kathryn R. Newsom  
Notary Public

[Remainder of page intentionally left blank. Signatures continue on following page.]

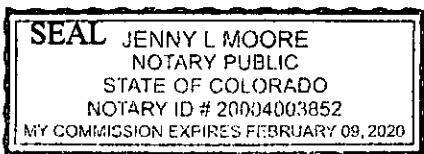
C & J LAND INVESTMENTS, LLC

[Signature]  
Clay Carlson, Manager

STATE OF COLORADO )  
 )ss.  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2017, by Clay Carlson, as Manager, of C & J Land Investments, LLC.

My commission expires: 02/09/2020.



[Signature]  
Notary Public

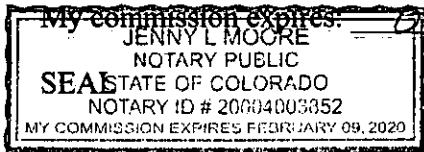
S & L LAND INVESTMENTS, LLC

[Signature]  
Scott L. Carlson, Manager

STATE OF COLORADO )  
 )ss.  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2017, by Scott L. Carlson, as Manager, of S & L Land Investments, LLC.

My commission expires: 02/09/2020.



[Signature]  
Notary Public

[Remainder of page intentionally left blank. Signatures continue on following page.]

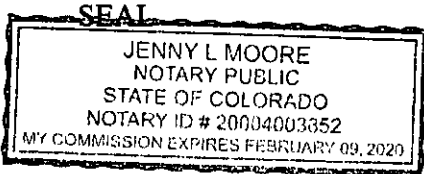
**K & H LAND INVESTMENTS, LLC**

[Signature]  
Kent D. Carlson, Manager

STATE OF COLORADO )  
                                  )ss.  
COUNTY OF Adams

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September 2017, by Kent D. Carlson, as Manager, of K & H Land Investments, LLC.

My commission expires: 02/09/2020



[Signature]  
Notary Public

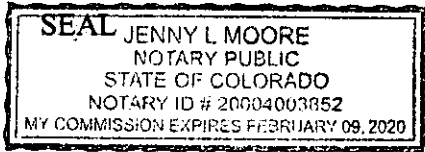
**PARKWOOD EAST, LLC**

[Signature]  
Clay Carlson, Manager

STATE OF COLORADO )  
                                  )ss.  
COUNTY OF Adams

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September 2017, by Clay Carlson, as Manager, of Parkwood East, LLC.

My commission expires: 02/09/2020



[Signature]  
Notary Public

[Remainder of page intentionally left blank. Signatures continue on following page.]

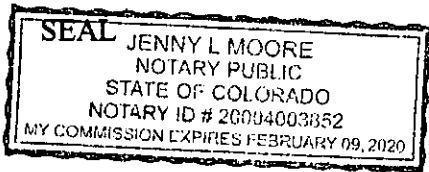
SCOTT CARLSON

*[Handwritten Signature]*

STATE OF COLORADO )  
COUNTY OF Adams )ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of Sept., 2017, by Scott Carlson.

My commission expires: 02/09/2020



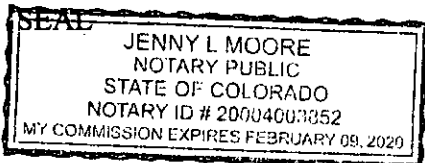
Jenny L. Moore  
Notary Public

KENT CARLSON

STATE OF COLORADO )  
COUNTY OF Adams )ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of Sept., 2017, by Kent Carlson.

My commission expires: 02/09/2020



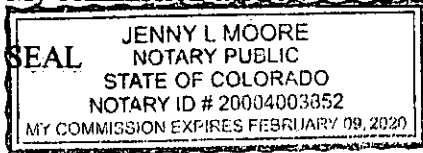
Jenny L. Moore  
Notary Public

CLAY CARLSON

STATE OF COLORADO )  
COUNTY OF Adams )ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of Sept., 2017, by Clay Carlson.

My commission expires: 02/09/2020



Jenny L. Moore  
Notary Public



**COLORADO VENTURES I, LLC, a Florida  
limited liability company**

*Donna J. Fudge* Managing Member  
Donna J. Fudge, Managing Member

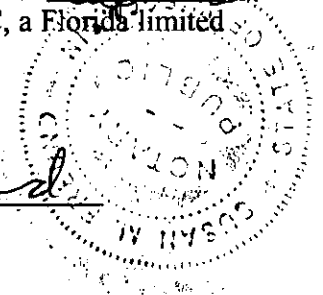
*WISCONSIN*  
STATE OF FLORIDA )  
*Fond du Lac* )ss.  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 13 day of September 2017, by Donna J. Fudge, as Managing Member, of Colorado Ventures I, LLC, a Florida limited liability company.

My commission expires: 8-31-20

SEAL

*Susan M. Freund*  
Notary Public



**COLORADO VENTURES III, LLC, a Florida  
limited liability company**

*Donna J. Fudge* Managing Member  
Donna J. Fudge, Managing Member

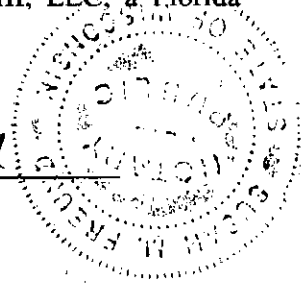
*WISCONSIN*  
STATE OF FLORIDA )  
*Fond du Lac* )ss.  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September 2017, by Donna J. Fudge, as Managing Member, of Colorado Ventures III, LLC, a Florida limited liability company.

My commission expires: 8-31-20

SEAL

*Susan M. Freund*  
Notary Public



ASSIGNEE: CENTURY AT COMPARK  
VILLAGE NORTH, LLC, a Colorado limited  
liability company

Liesel Cooper  
Liesel Cooper, Vice President

STATE OF COLORADO )  
 )ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 18th day of Sept.,  
2017, by Liesel Cooper, as Vice President of Century at Compark Village North, LLC, a  
Colorado limited liability company.

My commission expires: 12/16/18

SEAL

Marcia O'Connor  
Notary Public

MARCIA KAY O'CONNOR  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19994013308  
MY COMMISSION EXPIRES DECEMBER 16, 2018

CONSENT OF TOWN OF PARKER

The Town of Parker hereby consents to the Assignment and Assumption Agreement for  
Compark Village Filing No. 3, Amendment No. 4, Subdivision Agreement, as described herein.

TOWN OF PARKER, COLORADO

John Fussa 9/18/17  
John Fussa, Community Development Director

Tom Williams  
Tom Williams, Director of Engineering/Public Works

ATTEST:

Chris Vandeyseal  
~~Carol Baumgartner, Town Clerk~~  
Deputy Town Clerk

**EXHIBIT A**

Subdivision Agreement Compark Village Filing No. 3, Amendment No. 4, dated 9/14/17, 2017, by and between the Town of Parker, Colorado, and Compark Land Company, recorded in the Douglas County Clerk and Recorder's Office on 9/29, 2017, at Reception No. 2017066072.