

**FIRST AMENDMENT TO
EPIPHANY EVANGELICAL LUTHERAN CHURCH
OF CASTLE ROCK ANNEXATION
AND DEVELOPMENT AGREEMENT**

DATE: _____, 2018.

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

EPIPHANY EVANGELICAL LUTHERAN CHURCH OF CASTLE ROCK, a Colorado non-profit corporation, 550 Wolfensberger Road East, Castle Rock, Colorado 80109 (“Owner”).

MORTGAGEE: **Lutheran Church Extension Fund-Missouri Synod**

RECITALS:

A. Town and Owner are parties to the Epiphany Evangelical Lutheran Church of Castle Rock Annexation and Development Agreement dated November 19, 2009, recorded in the Douglas County public records on December 14, 2009 at Reception No. 2009094622 (“Agreement”).

B. Owner has requested the Agreement be amended to extend the date the modular structures located on the Property must be removed.

C. Mortgagee is a party to this Agreement solely for the purpose of subordinating its lien and interest in the Property to the terms and conditions of this Agreement.

COVENANTS:

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

Section 1. Amendment. Section 5.08 of the Agreement is amended in its entirety to read as follows:

5.08 Modular Building Removal. Owner shall remove all modular buildings located on the Property within 120 days of the issuance of the first certificate of occupancy for a structure within Phase 2 or by December 31, 2021,

OWNER:

**EPIPHANY EVANGELICAL LUTHERAN CHURCH
OF CASTLE ROCK**, a Colorado non-profit corporation

By: _____

Its: _____

STATE OF COLORADO)
) **ss.**
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____ as _____ for Epiphany Evangelical Lutheran Church of Castle Rock, a Colorado non-profit corporation.

Witness my official hand and seal.

My commission expires: _____

Notary Public

MORTGAGEE JOINDER

By execution of this Agreement, Mortgagee subordinates its lien and interest in the Property created by Deed of Trust recorded January 22, 2001, beginning in Book 1951 at Page 1634 to the real covenants and restrictions of this Agreement. Mortgagee shall have no affirmative obligation hereunder, nor shall Town have the right to seek performance of this Agreement from Mortgagee except in the event Mortgagee acquires legal title to the Property, in which event Mortgagee shall be bound by the terms, conditions and restrictions of this Agreement.

MORTGAGEE:

LUTHERAN CHURCH EXTENSION FUND – MISSOURI SYNOD

By: _____

Its: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ for Lutheran Church Extension Fund-Missouri Synod.

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

(S E A L)

Notary Public