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

DATE:		
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** <u>Modular Building Removal</u>. 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,

whichever event occurs first. In no event shall Owner increase the number of modular buildings located on the Property.

Section 2. <u>Ratification</u>. Except to the extent expressly modified by this First Amendment, the Agreement is in full force and effect. To the extent of any inconsistency between this First Amendment and the Agreement, the terms and conditions of this First Amendment shall control.

ATTEST:		TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk		Jennifer Green, Mayor
Approved as to form		
Robert J. Slentz, Town Attorney		
STATE OF COLORADO)	ss.
COUNTY OF DOUGLAS)	
<u> </u>		edged before me this day of wn Clerk and Jennifer Green as Mayor of the
Witness my official hand and so My commission expires:		
		Notary Public

OWNER:

EPIPHANY EVANGELICAL LUTHERAN OF CASTLE ROCK , a Colorado non-profit co	
By:	-
Its:	-
STATE OF COLORADO)	SS.
COUNTY OF	
, 2018 by	wledged before me this day or as a sy 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		
COUNTY OF) ss	•	
	knowledged before me this, 2018, by	
	utheran Church Extension Fund-Missouri Synod.	
Witness my official hand a My commission expires:		
(SEAL)	Notary Public	