



OFFICIAL RECORDS  
DOUGLAS COUNTY CO  
CAROLE R. MURRAY  
CLERK & RECORDER  
RECORDING FEE: \$91.00  
18 PGS

# 2004046667  
05/06/2004 01:53 PM

**CHURCH OF THE ROCK  
ANNEXATION AND DEVELOPMENT AGREEMENT**

**DATE:** August 12, 2003.

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

**OPEN BIBLE CHURCH OF THE ROCK, INC.**, a Colorado non-profit corporation, 1638 N. Park Street, Castle Rock, Colorado 80109 (Owner).

UNOFFICIAL COPY

**RECITALS:**

A. The parties have determined that it is in their mutual interest to enter into an agreement governing the development of the property described in the attached **Exhibit 1** (Property), in conjunction with the annexation of the Property and the concurrent approval by the Town of a development plan for the Property.

B. The parties acknowledge that this agreement contains reasonable conditions and requirements to be imposed upon the development of the Property, and that these restrictions are imposed to protect and enhance the public health, safety and welfare of current and future residents of the Town.

C. As provided in the Development Plan and this Agreement, Owner has offered to limit the scale of the church and related facilities. The limits placed on development of the Property allow Owner to develop the Property to the size and capacity provided in the Development Plan and this Agreement, which size and capacity will allow the Owner to serve its community ministry in the Castle Rock area, (both current needs and projected future needs) and protect the public health and safety of surrounding residents, by limiting the offsite impacts from development of the Property. Accordingly, Owner acknowledges that this Agreement and the restrictions and limitations on development of the Property under the Development Plan serves a compelling governmental interest and that the provisions hereof are the least restrictive possible to accomplish that compelling governmental interest. Owner affirmatively states that nothing contained in this Agreement or the Development Plan imposes a substantial burden on Owner's exercise of religion or impairs Owner's or the members of Owner's congregation's ability to worship.

D. Owner further acknowledges that the representation and acknowledgement

made in Recital C are a material inducement for the Town to annex and zone the Property, and absent such representation and acknowledgement, the Town will not annex and zone the Property. Owner is apprised of the legal entitlements and constraints on development of the Property in unincorporated Douglas County, and has determined that development of the Property in the Town under the conditions contained in the Development Plan is more advantageous.

**COVENANTS:**

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

UNOFFICIAL COPY  
ARTICLE I  
DEFINITIONS

**1.01 Defined Terms.** Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

**Agreement:** this Church of the Rock Annexation and Development Agreement and any amendments to this Agreement.

**Charter:** the Home Rule Charter of the Town, as amended.

**Code:** the Castle Rock Municipal Code, as amended.

**Development Exactions:** the fees and charges imposed by Town under the Town Regulations on development, including the System Development Fees.

**Development Plan:** the Church of the Rock PD Zoning Regulations, Preliminary PD Site Plan, and the associated preliminary utility, drainage and transportation plans.

**Facilities:** the infrastructure prescribed by Town Regulations necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect the Facilities to complimentary infrastructure off-site of the Property.

**Final Site Plan:** the zoning document prescribed under 17.60.220 of the Code.

**Municipal Services:** police and fire protection, water and wastewater, stormwater drainage and detention, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within the municipality under its police powers.

**Owner:** the person(s) in title to any portion of the Property, according to the records of the Douglas County Clerk and Recorder. The use of the singular "Owner" shall refer to all Owners of the Property, unless the context of the Agreement otherwise limits the reference. As of the date of execution of this Agreement the Owner of the Property is Open Bible Church of the Rock, Inc., a Colorado non-profit corporation.

**Plans:** the plans, documents, drawings and specifications prepared by or for Owner for the construction, installation or acquisition of the Facilities, as approved by the Town.

**Plat:** a final subdivision plat of a portion of the Property.

**Preliminary Site Plan:** the Church of the Rock Preliminary PD Site Plan recorded at Reception No. ~~2004046666~~ of the public records of Douglas County, Colorado.

**Property:** the real property described in the attached *Exhibit 1*.

**Public Utilities:** the infrastructure necessary to extend services (other than Municipal Services) to the Property, which are provided by a public or quasi-public utilities including natural gas, electricity and cable television.

**SIA:** a Subdivision Improvements Agreement entered into between the Town and the subdivider of a Plat, as required under the Code.

**System Development Fees:** the capital recovery charges for water and wastewater plant imposed under 13.12.080 of the Code.

**Town Regulations:** the Charter, ordinances, resolutions, rules and regulations of the Town, including the Code, and the provisions of all zoning, subdivision and building codes, as the same may be amended from time to time and applied uniformly throughout the Town.

**Water Rights:** the right and interest to all Denver basin ground water underlying the Property, whether adjudicated or unadjudicated, including the rights adjudicated in Case No. 95CW287.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

**1.02 Cross-reference.** Any reference to a section or article number, without further description, shall mean such section or article in this Agreement.

**ARTICLE II  
APPLICATION AND EFFECT**

**2.01 Binding Effect.** The Agreement shall apply to the Property and its covenants shall be binding upon the successors and assigns of the parties in the same manner and to the same effect as if such successors were signatories to the Agreement. The parties acknowledge that the Property is both benefited and burdened by the mutual covenants of this Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property, including any mortgagees or lienholders, irrespective of whether specific reference to this Agreement or its covenants is made in any instrument affecting title to the Property.

**2.02 Owner Responsibility.** The Owner of the Property upon which development approval is requested shall have the ultimate responsibility for performance of the covenants and obligations assumed by Owner under this Agreement, irrespective of whether development activity on the Property is undertaken by the Owner, a third party on behalf of and/or with the authorization of the Owner. Town shall accept performance of the covenants of the Agreement from a developer on behalf of Owner, unless such performance requires the conveyance, encumbrance or security of the Owner's interest in the Property, in which event the express consent or joinder of the Owner shall be required.

**2.03 Town Regulations.** Owner has reviewed Town Regulations, and acknowledges that Town Regulations serve a compelling governmental interest and that Town Regulations are the least restrictive possible to accomplish that compelling governmental interest. Owner affirmatively states that nothing contained in Town Regulations imposes a substantial burden on Owner's exercise of religion, or impairs Owner's or the members of Owner's congregation's ability to worship. The subsequent adoption by Town through the Town Regulations of comprehensive Town-wide regulations covering illumination, parking, signage, landscaping, Public Works regulations, and other site development regulations will not impose a substantial burden on the Owner's or the members of Owner's congregation's exercise of religion, or impair Owner's ability to worship, provided that such new Town

Regulations are not applied to the Property so as to preclude the use of the Property for the purpose and the extent and scale authorized under the Development Plan. In the event Owner believes a subsequent Town Regulation imposes a substantial burden on Owner's exercise of religion, or impairs Owner's ability to worship, Owner shall give Town notice in accordance with Section 8.03 herein. The parties shall have 120 days within which to resolve such concerns before Owner may file litigation against Town, provided that nothing contained herein shall be construed to prevent Owner from effectively and timely asserting any claims that it may have, including the filing of any litigation against the Town prior to the 120 day period if such filing is deemed necessary by legal counsel for the Owner to preserve Owner's legal position.

Unless otherwise provided in this Agreement, Town Regulations shall apply to the Property in the same manner and effect as within other areas of the municipality. Unless expressly stated to the contrary in this Agreement, the Agreement shall not in any manner restrict or impair the lawful exercise by the governing body of the Town of its legislative, quasi-legislative or other police powers as applied to the Property, including specifically, the amendment, modification or addition to the Town Regulations, subsequent to the execution of this Agreement.

Except as otherwise authorized in this Agreement, or as may be subsequently accepted by Owner pursuant to a statutory assessment process, no exaction, fee or assessment shall be imposed by the Town against the Property, which is not imposed in other areas of the Town pursuant to Town Regulations, provided that said exaction, fee or assessment is lawfully imposed. When this Agreement calls for compliance with the Town Regulations, the operative Town Regulations in effect at the time such compliance is required shall govern, unless the provisions of this Agreement provide to the contrary.

**2.04 Use and Standards.** Owner shall comply with the zoning ordinance attached hereto and incorporated herein (Zoning Ordinance), as well as all Town Regulations. Failure to comply with Zoning Ordinance, or any Town Regulations shall constitute a breach of this Agreement by Owner. Town may withhold all approvals and permits on the Property and may

enforce Owner's obligation under the Zoning Ordinance, Town codes or regulations by an action for specific performance in addition to any remedies available to Town.

### ARTICLE III GENERAL OBLIGATIONS

**3.01 Municipal Services.** Subject to the further provisions of 3.03 Town shall provide the Property with Municipal Services at an equivalent service level and on the same terms and conditions as provided elsewhere within its municipal boundaries, provided that the portion of the Property for which Municipal Services are requested has been developed in substantial compliance with this Agreement. Town reserves the right to contract with other governmental or private entities for delivery of Municipal Services to the Property, provided such service level is comparable to that provided by the Town in its proprietary capacity. The respective obligations of the parties for development of the infrastructure necessary for provision of the Municipal Services to the Property is addressed in Article V.

**3.02 Permitted Development.** Owner shall develop the Property in accordance with this Agreement and Town Regulations, and applicable state and federal law and regulations. Subject to the further provisions of 3.03, Town shall allow and permit the development of the Property in accordance with the Development Plan and the Town Regulations, upon submission of proper application, payment of fees, exactions and charges imposed by the Town Regulations, including Development Exactions, and compliance with conditions precedent to permitting imposed by this Agreement or Town Regulations. Town shall coordinate with Owner in any filings or applications before other governmental jurisdictions necessary for Owner to fulfill its obligations under this Agreement or to allow development of the Property, in accordance with this Agreement. Town shall not unreasonably withhold consent to or approval of a development request or application.

**3.03 Growth Area Limitations.** The Town may be a signatory to the August 20, 2000 Mile High Compact, an agreement between metropolitan area local governments (Compact). The Compact endorses certain constraints and limitations on the extent of urban

development in the metropolitan area and within specific local jurisdictions, which are contained in the Denver Regional Council of Government's Metro Vision 2020 (2020 Plan). The 2020 Plan allocates a total square-mileage urban area to the Town, and through the Compact the Town will commit not to permit urban development in excess of the applicable limits in the Plan, as the Plan may be modified and adjusted from time to time.

Given the urban area allocation made to the Town under the 2020 Plan, the Town does not anticipate that the Compact or 2020 Plan will restrict development in the Town in the near-term. However, development of the Property could be deferred or otherwise constrained as a result of limitations on urban development imposed by the Compact, the 2020 Plan (as amended or supplemented in the future) or any other regional system restricting the area and/or extent of urban development (collectively, Growth Plans). In no event shall the Town's restriction of development of the Property as necessary to comply with applicable Growth Plans (as reasonably determined by Town) constitute a breach of this Agreement or otherwise give rise to a legal or equitable claim by Owner against Town. The unconditional acceptance by Owner of the Compact and 2020 Plan and the potential limitation on development of the Property imposed by Growth Plans is a material inducement to the Town's annexation and zoning of the Property.

#### ARTICLE IV WATER RIGHTS

**4.01 Requirement.** It is the obligation of Owner to convey to Town the Water Rights (together with additional water resources, if needed in accordance with this Agreement), to support Town's obligation to provide a municipal water supply to the Property in accordance with this Agreement. Town shall have no obligation to issue land use approvals for additional development on the Property unless Owner is in compliance with the provisions of this Article IV.

**4.02 Conveyance.** Concurrently with recordation of this Agreement, Owner shall convey to Town by special warranty deed, free and clear of all liens and encumbrances,

marketable title to the Water Rights. The conveyance of the Water Rights shall transfer to Town the right to use, reuse, lease or sell the water withdrawn under the Water Rights. Post-conveyance, Owner shall execute such further reasonable and additional instruments of conveyance and other documents which Town reasonably determines necessary to grant to the Town the exclusive ownership, management and control of the Water Rights. Should it subsequently be determined that marketable title to any portion of the Water Rights did not vest in Town with the conveyance, the Water Credit established in 4.03 shall be reduced accordingly.

**4.03 Water Credit.** With conveyance of the Water Rights, a credit of 67 SFE shall be established against the Town's water dedication requirements for the benefit of the Property (Water Credit). The Water Credit of 67 SFE shall not be affected by changes in the conversion rate of Water Rights into SFE that the Town may implement through modifications to the Town Regulations after the date of this Agreement, including any future changes in the current 200% non-renewable dedication requirement under the Town Regulations.

The Water Credit is expressed as a single-family equivalent. An SFE is the measure of average annual wholesale water production that must be developed to meet the imputed demand from a single-family residence under the Town Regulations. Consequently, 1 SFE of Water Credit represents that the holder has satisfied the Town's water dedication requirement for one single-family residence.

**4.04 Application of Water Credit.** The Water Credit established under 4.03 shall be reduced (i.e. applied):

- (A) at the time of Plat approval by the total SFE assigned to all approved development (private and public) to the extent the water demand for such use can be determined at Plat approval; and
- (B) at the time of Final Site Plan approval or at building/irrigation permit issuance for those uses not accounted for at the time of Plat approval.

**4.05 Water Bank.** In order to properly account for the Water Credit, Town shall

administratively maintain an account designated the Church of the Rock Water Bank. The Church of the Rock Water Bank shall periodically be debited or credited in accordance with this Article IV. The Water Bank shall be formatted as follows:

CHURCH OF THE ROCK WATER BANK					
Entry	Date Recorded	Recording Info	SFE Demand	SFE Supply	Net
Deeds to Water Rights Final Plat			XX		67 67-XX

With any entry made by the Town, the Owner of the Water Bank (see 4.06) shall receive notification in writing, and any objection not resolved to the satisfaction of the Owner at the administrative level shall be referred to a mutually acceptable independent water engineer whose determination made in accordance with this Agreement shall be final and binding.

**4.06 Ownership and Transfer of Water Credit.** The Water Credit shall be applied in accordance with this Agreement on a "first-come, first-served" basis to approved development within the Property on a per unit basis, unless the Owner(s) direct the Town in writing to allocate a certain portion of the Water Credit for use on a specific portion of the Property (Allocated Water Credit). In the event of such allocation, the Allocated Water Credit may be used exclusively for the designated portion of the Property. The Allocated Water Credit may be transferred only after it is determined that the Allocated Water Credit exceeds the demand for the designated portion of the Property, in which event the Owner may reallocate the surplus for use on portions of the Property. Owner may grant a security interest in the Water Credit to a creditor, provided that such creditor's use of the Water Credit upon foreclosure of the security interest shall be subject to all rights, conditions and restrictions contained in Article IV.

The Water Credit may not be assigned or transferred for use on properties other than

the Property. After Town and Owner have agreed that full development has occurred, the total water demand for the Property has been determined, the Water Credit has been applied or allocated to meet such demand, and a surplus remains in the Water Bank, any unused portion of the Water Credit remaining and any unadjudicated water shall revert to the Town, at no cost or obligation to Town.

**4.07 Required Water Sources.** If the Water Bank is exhausted prior to full development of the Property, the Owner shall be required to provide additional water resources or pay to Town cash-in-lieu of water rights in accordance with (and is so authorized by) the Town Regulations then in effect. Absent provision of such additional water resources, Town shall not be obligated to approve further development approvals for the Property.

## **ARTICLE V FACILITIES DEVELOPMENT**

**5.01 General Responsibility.** Except for the Town Facilities as defined in 5.03, development of the Facilities shall be the exclusive obligation of Owner, and Owner shall bear the cost of planning, design, construction and financing of the Facilities and all other related and incidental activities. The Facilities shall be developed in strict accordance with Town Regulations, the Development Plan, this Agreement and the applicable SIA and Plat. Except as otherwise expressly provided in this Agreement, Town shall have no obligation to develop Facilities.

**5.02 Cooperation in Facilities Development.** Town and Owner shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop Facilities. Town shall apply for any such permits or approvals in its name or in the joint names of the Town and Owner, if so required by the governmental agencies.

**5.03 Town Facilities.** Town shall have the exclusive obligation to undertake those Facilities for which the System Development Fees are imposed, including water supply, treatment and storage, and wastewater collection and treatment (Town Facilities). Water and wastewater mains which are the responsibility of the Owner under the Town Regulations are

not Town Facilities. The refusal of the Town to approve Plats or other land use applications to the Property due to lack of available capacities in Town Facilities shall constitute an event of default under Article VII.

**5.04 Facilities Control.** Upon dedication of Facilities by Owner and acceptance by Town, Town shall have the exclusive management control of the Facilities and all capacities therein. Town may use or allow others to use the capacities in Facilities, provided that the capacities developed by Owner at Owner's cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede development on the Property. Town's failure to do so constitutes an event of default under Article VII.

**5.05 Subdivision Improvements Agreement.** The Town Regulations require that a subdivider enter into a SIA at the time of approval of a Plat. The SIA addresses with greater specificity the Facilities to be constructed to serve the Plat and the financial guarantees to assure construction of the Facilities. Unless modified in the SIA, the provisions of this Article V will apply to the development of such Facilities, irrespective of whether or not reference to this Article V is made in the SIA.

**5.06 Off-site Facilities.** Owner shall be obligated to acquire the necessary easement or fee interest (as required by Town) from adjacent properties necessary to develop all off-site Facilities. In the event Owner is unable to acquire such property interests, Town shall make best efforts to exercise its powers of eminent domain to condemn the necessary property, provided Owner has furnished Town with appropriate assurances and financial guarantees to cover the costs of such acquisitions.

**5.07 Landscaping.** Owner shall install landscaping along Cherokee Drive, including in the median in conformance with the Town's Landscape Regulations, from the east Property line boundary to Foothills Drive, to include 36 trees. Such trees shall have a minimum of 3-inch caliper for deciduous trees, and a minimum of 8 feet in height for coniferous trees.

**5.08 Traffic Signal at Meadows Blvd. and Cherokee Drive.** Owner shall contribute \$80,000 towards the signalization of Meadows Boulevard and Cherokee Drive, to

be paid to Town by Owner concurrently with and as a condition to recordation of the first final plat on the Property, provided that the payment of this amount does not entitle Owner to any offset of any Town imposed exaction, fee or assessment.

**5.09 Conveyance of Tract of Land.** At the time of first final plat of the Property, Owner shall convey a tract of land to the Town 60-feet in width along the entire south boundary of the Property from the east to the west boundaries of the Property. The exact location of the dedication shall be determined at the time of preliminary plat/final PD site plan for this development.

**5.10 Improvements to Cherokee Right-of-Way.** Owner shall construct all improvements required by the Town to extend the northbound left turn lane from Meadows Boulevard onto Cherokee Drive. Owner shall also restripe Cherokee Drive, west of Meadows Boulevard, to provide for an eastbound left turn lane at Meadows Boulevard. At the time of any building permit, should a right turn lane be required from eastbound Cherokee onto Meadows Boulevard to mitigate the impacts from the development of the Property, it will be the obligation of the Owner to make any required modifications and secure any required right-of-way to make the necessary improvements as determined by the Town. In the event Owner is unable to acquire this required right-of-way, Town shall assist, at Owner's expense. Owner shall construct Cherokee Drive from Foothills Drive to the Owner's east Property line as a divided roadway. The cross section shall have a 10-foot wide raised and landscaped median, with 18-foot flowline to flowline entry and exit lanes. The raised and landscaped median shall be continued into the Property extending to the first point of entry into the Property's parking lot. Should any future improvements ever be required due to traffic conditions generated by the development of the Property, the Owner shall be responsible for making improvements as directed by the Town. Should traffic conditions created by the Owner require that a police officer direct traffic, the cost of such traffic direction shall be at Owner's expense.

**5.11 Connection of Trail.** Owner shall include in the final PD site plan a trail system connecting to existing trails with public access, to be constructed by Owner, at Owner's expense, and to be conveyed to Town by easement.

**ARTICLE VI  
PUBLIC LAND DEDICATION**

**6.01 Public Land Dedication.** Concurrently with and as a condition to recordation of the first Plat, Owner shall pay to the Town cash in lieu of public land dedication for the entire Property in an amount determined in accordance with the Town Regulations then in effect. The amount of credit, if any, to be given by the Town in recognition of trail construction as set forth in Section 5.11 above, shall be determined by the Director of Parks and Recreation and credited at the time such payment is due.

UNOFFICIAL COPY

**ARTICLE VII  
DEFAULT AND REMEDIES**

**7.01 Event of Default.** Failure of Town or Owner to perform any covenant, agreement, obligation or provision of this Agreement, constitutes an event of default under this Agreement.

**7.02 Remedies.** In addition to specific remedies provided elsewhere in the Agreement upon default, the non-defaulting party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under the Agreement, or to collect the monies then due and thereafter to become due subject to any express limitations on remedies provided elsewhere in this Agreement. In any such legal action, the prevailing party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other party.

**7.03 Default Notice.** In the event either party alleges that the other is in default, the non-defaulting party shall first notify the defaulting party in writing of such default, and specify the exact nature of the default in such notice. The defaulting party shall have twenty (20) business days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder; provided that (i) such default is

capable of being cured, (ii) the defaulting party has commenced such cure within said 20-day period, (iii) the defaulting party diligently prosecutes such cure to completion. If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within such period by the defaulting party and thereafter diligently pursued.

## ARTICLE VIII GENERAL PROVISIONS

**8.01 Amendment.** Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the signatories or their respective representative, heirs, successors or assigns.

**8.02 Interpretation.** In this Agreement unless the context otherwise requires:

- (a) All definitions, terms, and words shall include both the singular and the plural;
- (b) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa; and
- (c) The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article, or section of this Agreement.

**8.03 Notice.** The addresses of the parties to this Agreement are as listed below. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to the other parties or five (5) days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested addressed to the other parties at the addresses noted, or such address as is subsequently endorsed in writing, or in the event of transfer of the Property to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

TOWN:                      Town Attorney  
                                    Town of Castle Rock  
                                    100 Wilcox Street

Castle Rock, CO 80104

OWNER: Open Bible Church of the Rock, Inc.  
1638 North Park Street  
Castle Rock, CO 80109

**8.04 Severability.** Except as otherwise expressly provided in the next sentence of this section, if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid. Notwithstanding the foregoing, in the event the provisions of either Sections 2.03 or 2.04 which permit and limit the scale, scope or permitted uses of the Property are found by a court of competent jurisdiction to be unenforceable in any material respect, the parties shall have 120 days within which to negotiate alternative acceptable language to accomplish the purposes set forth in Section 2.03 or 2.04. If the parties are unable to agree to any such provision within the 120 days, then either party may declare this Agreement void, at its election.

**8.05 Verification.** The Town and the Owner shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Owner under the Agreement or by the terms of any other agreement.

**8.06 Entire Agreement.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written.

**8.07 Conflicts.** If the terms and provisions of this Agreement are in conflict with the Town Regulations, the terms and provisions of this Agreement, as it may be amended from time to time shall control.

**8.08 No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to



OWNER:

OPEN BIBLE CHURCH OF THE ROCK, INC.  
a Colorado non-profit corporation.

By: [Signature]  
Its: President & Senior Pastor

STATE OF COLORADO )  
COUNTY OF Arapahoe ) ss. UNOFFICIAL COPY

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2004 by J. R. Polhemus as President & Senior Pastor for Open Bible Church of the Rock, Inc., a Colorado non-profit corporation.

Witness my official hand and seal.  
My commission expires: 3/15/2005



[Signature]  
Notary Public

J:\LEGAL\AGREEMENT\Church of the Rock DA clean.doc

**EXHIBIT 1**

A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION IS ASSUMED TO BEAR SOUTH 87 DEGREES 01 MINUTES 04 SECONDS WEST AND ALL BEARINGS ARE REFERENCED THERETO:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 87 DEGREES 01 MINUTES 04 SECONDS WEST 1719.73 FEET ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1342.60 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 87 DEGREES 35 MINUTES 05 SECONDS EAST 1728.85 FEET ALONG SAID SOUTH LINE TO THE EASTERLY LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 25 MINUTES 06 SECONDS WEST 1359.25 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.