

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

DATE: - NOVEMBER 19 , 2009.

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.

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

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 the zoning and 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.

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:

**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 Epiphany Evangelical Lutheran Church of Castle 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 System Development Fees.

Development Plan: the Epiphany PD Zoning Regulations, Preliminary Site Plan approved by the Town Council on May 19, 2009 by Ordinance No. 2009-13 (inclusive of the applicable Phasing Plan).

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.

Municipal Services: police and fire protection, storm water drainage, 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 Epiphany Evangelical Lutheran Church of Castle Rock.

Phase 2: the geographical area depicted as Phase 2 on the Development Plan.

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 the Property.

Property: the real property located in Douglas County, Colorado, 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.

Records: the public records of the Clerk and Recorder of Douglas County, Colorado.

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 other provisions of all zoning, subdivision and building codes, as the same may be amended from time to time and applied uniformly throughout the Town.

Urban Services: Municipal Services and services provided through Public Utilities.

Water Rights: the right and interest to all Denver basin ground water underlying the Property, adjudicated in Case No. 07CW027.

Wolfensberger Road Access Control Plan: the Wolfensberger Road – Coachline Road to Prairie Hawk Road Access Control Plan dated September 2007, and Addendum #1 of said plan dated March 19, 2008.

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 the 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 the Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property.

Upon conveyance of all, or a portion of the Property, the grantor shall be relieved of all obligations imposed by this Agreement applicable to the portion of the Property conveyed, provided that the grantor shall not be relieved of any default under this

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Agreement attributable to the action or inaction of the grantor while the grantor was in title to such portion of the Property, nor shall such divestiture relieve the grantor of any obligations under separate agreement(s) with the Town.

2.02 Application to Mortgagee. A mortgagee or other lienholder who subordinates its record interest in the Property to this Agreement shall not be responsible for performance of any of the affirmative covenants placed on Owner under this Agreement, until and unless such mortgagee acquires title to the Property and commences development of the Property.

2.03 Town Regulations. 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 the 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 administrative powers as applied to the Property, including specifically the amendment, modification or addition to the Town Regulations, subsequent to the execution of the Agreement. The development and use of the Property shall be subject to all Development Exactions, fees and taxes imposed by the Town through the Town Regulations.

When the Agreement calls for compliance with Town Regulations, the operative Town Regulations in effect at the time that such compliance is required shall govern, unless the provisions of this Agreement provide to the contrary.

**ARTICLE III
GENERAL OBLIGATIONS**

3.01 Municipal Services. Town shall provide the Property with Municipal Services at an equivalent service level 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 and Town Regulations. 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 infrastructure necessary for provision of the Municipal Services to the Property is addressed in Article V.

3.02 Permitted Development. The development of the Property shall be in accordance with this Agreement and Town Regulations, and applicable state and federal law and regulations and the Development Plan. Subject to the further provisions of Article VI, Town shall allow and permit the development of the Property, 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 the 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.

3.03 Disconnection from Fire District. Pursuant to the provisions of that certain agreement entered into between the Town and the Castle Rock Fire Protection District ("Fire District") dated March 20, 1986, and recorded on November 7, 1986, in the Records at Book 677 at Page 918, (the "1986 Agreement"), (recorded as part of the Findings and Order of Dissolution of the Fire District), ordinances annexing territory within the boundaries of the Fire District to the Town are required to recite that all such annexed territory be excluded from the Fire District.

In compliance with the terms of the 1986 Agreement, Town hereby agrees to file a certified copy of the Annexation Ordinance with the District Court in Action No. 80CV209, and, upon receipt, record a certified copy of the Order of Exclusion entered by the court with the Clerk and Recorder of Douglas County, pursuant to the above-referenced Findings and Order.

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. 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 marketable title to the Water Rights, free and clear of all liens and encumbrances. 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. Owner, at its expense, shall obtain a title commitment to the Water Rights in which Stewart Water shall propose to insure the Town's interest in the Water Rights in the amount of \$19,000 (Water Commitment). Owner shall pay the premium for the Water Policy with recordation of the special warranty deed to 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 shall be established against the Town's water dedication requirements for the benefit of the Property in accordance with the Town Regulations in effect as of the date of this Agreement (Water Credit). No Water Credit is given for the not-nontributary Denver basin ground water because there is no augmentation plan in place for this resource. The SFE entitlement in the Water Bank (as defined in 4.06) 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 in 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 or the equivalent

demand attributable to multi-family, commercial or irrigation uses under the Town Regulations.

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.

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4.05 Water Bank. In order to properly account for the Water Credit, Town shall administratively maintain an account designated the Epiphany Water Bank (Water Bank).

The Water Bank shall periodically be debited or credited in accordance with this Article IV. The Water Bank shall be formatted as follows:

EPIPHANY WATER BANK					
Entry	Date Recorded	Recording Info	SFE Demand	SFE Supply	Net
Deeds to Water Rights				3	3
Final Plat			Y		3-Y

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 (residential or non-residential) 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, provided that prior to July 1, 2014, the cash-in-lieu price shall be fixed at \$1650 per SFE irrespective of the cash-in-lieu amount in the Town Regulations at the time payment is made. At Owner's election, Owner may exercise its right to pay cash-in-lieu of water rights prior to exhaustion of the Water Bank.

4.08 Well Abandonment. Owner shall connect to the Town's potable water system and pay all System Development Fees and other Development Exactions in accordance with Town Regulations no later than 120 days after issuance of the first certificate of occupancy on the Property. In addition, within such 120 days, Owner shall convey to Town the two existing domestic wells and all equipment associated with such wells on the Property and abandon the wells in accordance with the State Engineer's well abandonment requirements.

**ARTICLE V
FACILITIES DEVELOPMENT**

5.01 Responsibility. Except for the Facilities the Town constructs in consideration for payment of System Development Fees, 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. Facilities shall be developed in strict accordance with Town Regulations and the specific provisions of this Agreement.

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 Facilities Surety. Owner shall post surety in accordance with Town Regulations to assure the completion and warranty of Facilities to be constructed by Owner. Such surety shall be posted at the time of issuance of the applicable public works permit.

5.04 Subdivision Improvements Agreement. The Town Regulations require that a subdivider enter into a Subdivision Improvements Agreement ("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.

5.05 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. Owner shall have the right to utilize any current rights of way or easements owned or controlled by Town as necessary to construct the Facilities and develop the Property, subject to compliance with applicable Town Regulations, and Town shall cooperate with Owner in

obtaining the cooperation and consent of any other governmental entities to utilize any applicable rights of way held or controlled by another governmental entity. Any off-site Facilities necessary to serve the Property shall be at the sole expense and obligation of Owner, except those Facilities set forth in 5.06, below; provided, however, Town agrees to use best efforts to coordinate and cooperate in any effort of Owner to obtain reimbursement from neighboring property owners for the cost of construction of the off-site Facilities which benefit neighboring properties. Specifically, Owner's construction of the sanitary sewer line extension to serve the Property, which will create a benefitted area whereby neighboring properties that annex to the Town will benefit from the sewer line extension (Benefitted Area). A map depicting the properties included in the Benefitted Area is attached as **Exhibit 2**. Town shall make best efforts to collect the pro rata share (based upon flow rate and actual construction cost) of the sanitary sewer line extension from the annexing property within the Benefitted Area.

5.06 Sanitary Sewer Upgrade. The Town anticipates the construction of an upsized sanitary sewer main along Malibu Street which will service the Property, as well as other properties. Prior to and as a condition to recordation of this Agreement, Owners shall pay to Town \$850, which represents Owner's pro-rata share of the cost of upsizing the sewer line. With such payment, Owner shall have no further obligation toward the construction or funding of upsized sewer main, which shall be the sole responsibility of Town.

5.07 Transportation Improvements. Owner shall be responsible for the following transportation items:

- A. Concurrently with and as a condition to recordation of this Agreement and at no cost to Town, Owner shall dedicate the right-of-way necessary for the expansion of Wolfensberger Road, as described in the attached **Exhibit 3**. Such conveyance shall be by special warranty deed free and clear of any liens, encumbrances or assessments that would impair the use of the property by the Town for intended purpose as reasonably determined by Town. Subdivider shall furnish Town with an ALTA form policy of title insurance, issued by a title company licensed to do business in the State of Colorado, and which insures the Town's title in the amount of \$10,000 per acre, for each Dedicated Tract. Owner shall pay the premium for such title insurance. Taxes for prior years shall be paid in full and current year taxes shall be prorated and paid to Town with recordation of the deed.

- B. Prior to and as a condition to recordation of the first Plat on the Property, Owner shall convey to Town, at no expense to Town, any additional right-of-way necessary for any improvements to Wolfensberger Road adjacent to the Property, including, but not limited to auxiliary lanes serving the Property off of Wolfensberger Road. The improvements to Wolfensberger Road shall be in accordance with the Wolfensberger Road Access Control Plan. Locations and dimensions of any auxiliary lanes will be determined by a traffic impact study completed by Owner and approved by the Town.
- C. Prior to and as a condition to recordation of the first Plat on the Property, Owner shall pay to Town cash-in-lieu for the following improvements to Wolfensberger Road (Wolfensberger Improvements):

- 1. Design and construction of all curb and gutter, and sidewalk on the southerly side of Wolfensberger Road, including curb and gutter adjacent to any auxiliary lanes, and any storm sewer improvements necessitated by the construction of the curb and gutter. In the event Owner proposes to design and construct the sidewalk on the Property, cash-in-lieu of construction will not be required.
- 2. Design and construction of the south half of the proposed Wolfensberger medians adjacent to the Property, including any storm sewer improvements necessitated by the construction of the medians.

Any cash-in-lieu payment shall be based upon an engineers cost estimate approved by Town. The specifications for all design and construction of Facilities shall be based on the Town Regulations in effect at the time of Plat and/or construction plan approval.

- D. As part of the improvements to be constructed by Owner for Phase 2, Owner, at no cost to Town, shall construct a dedicated right turn lane for the west entrance to the Property, as depicted in the attached **Exhibit 4**. Owner shall acquire any additional right-of-way necessary to construct the right turn lane. In the event Owner is unable (after making reasonable attempts) to acquire the property necessary for the right turn lane, 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 Town's costs of such acquisition. Alternatively, a temporary entrance or other approved entrance configuration may be allowed in order to accommodate the right turn lane within the Owner's Property frontage. Pursuant to the Wolfensberger Road Access Control Plan, the western entrance to the Property is identified as a joint access point for the Owner and adjacent

property to the west. Therefore, if Owner is unable to acquire the property for the right turn lane at the time of the second phase of development on the Property, such property will be required to be provided by the adjacent property owner at the sole expense of such adjacent property owner at such time, if ever, that the adjacent property is annexed to the Town and is subject to development.

- E. Owner acknowledges that additional traffic will be generated by development of the Property, which will cause deterioration to Wolfensberger Road at a faster rate. Therefore, as a condition to recordation of the first Plat on the Property, Owner shall deposit with the Town the cost of constructing a structural overlay (2-inches) for one-half of Wolfensberger Road that abuts the Property. Owner shall provide Town with the cost estimate for such improvements, which shall be a condition to approval of the Plat. Town shall not unduly delay the review and approval of the cost estimate.

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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, 2018, whichever event occurs first. In no event shall Owner increase the number of modular buildings located on the Property.

**ARTICLE VI
PUBLIC LANDS AND OPEN SPACE**

Public Land Dedication. The Parties agree that the twenty-five (25) foot setback surrounding the Property, which equals approximately 1-acre shall satisfy the Town's public land dedication requirements. Therefore, no additional public land dedication shall be required.

**ARTICLE VII
DEFAULT, REMEDIES AND DISCONNECTION**

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

7.02 Remedies. In addition to specific remedies provided elsewhere in the Agreement (including Town's right to withhold development approvals), 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. 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) working 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 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

8.02 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 representatives, heirs, successors or assigns.

8.03 Notice. The addresses of the parties to this Agreement are 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 three (3) days following the date the same is deposited in the United States mail, registered or certified, 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: Epiphany Evangelical Lutheran
Church of Castle Rock
550 Wolfensberger Road East
Castle Rock, CO 80109

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8.04 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held 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.

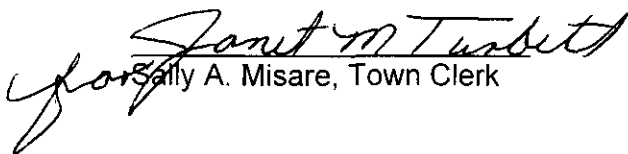
8.05 Conflicts. If the terms and provisions of this Agreement are in conflict with any other agreement between the Town and the Owner, the terms of the latest agreement shall control.

8.06 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.

8.07 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.

8.08 Vesting. Vesting may be requested at the time of subsequent land use approvals in accordance with Town Regulations.

ATTEST:


Sally A. Misare, Town Clerk

TOWN OF CASTLE ROCK

Randy A. Reed, Mayor

Approved as to form

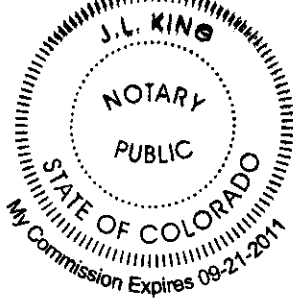



Robert J. Slentz, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of November, 2009 by Sally A. Misare as Town Clerk and Randy A. Reed as Mayor of the Town of Castle Rock Janet Turbett for

Witness my official hand and seal.
My commission expires: 9-21-2011





Notary Public

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OWNER:

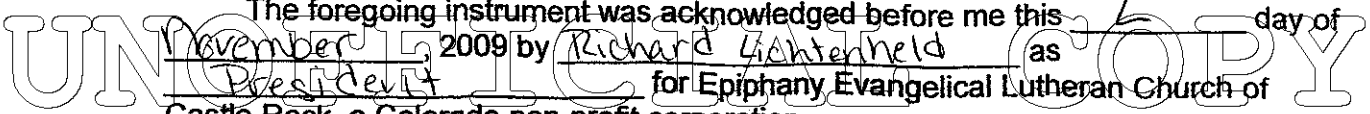
EPIPHANY EVANGELICAL LUTHERAN CHURCH
OF CASTLE ROCK, a Colorado non-profit corporation

By: Richard W. Lichtenheld

Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 2 day of November, 2009 by Richard Lichtenheld as President for Epiphany Evangelical Lutheran Church of Castle Rock, a Colorado non-profit corporation.



Witness my official hand and seal.
My commission expires: December 27, 2010

SARAH WHEELER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Dec. 27. 2010

Sarah Wheeler
Notary Public

By: Melissa A. Cromwell

Its: Treasurer

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 2 day of November, 2009 by Melissa Cromwell as Treasurer for Epiphany Evangelical Lutheran Church of Castle Rock, a Colorado non-profit corporation.

Witness my official hand and seal.
My commission expires: December 27, 2010

SARAH WHEELER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Dec. 27. 2010

Sarah Wheeler
Notary Public

EXHIBIT 1



J-R ENGINEERING
A Westrian Company

EPIPHANY EVANGELICAL LUTHERAN CHURCH OF CASTLE ROCK

PARCEL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR S88°54'13"W A DISTANCE OF 2623.58 FEET. MONUMENTED BY A 3-1/4" ALUMINUM CAP LS 25629 AT THE SOUTHWEST CORNER AND A 2 1/2" ALUMINUM CAP LS 25629 AT THE SOUTH ONE-QUARTER CORNER.

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3;

THENCE N56°38' 18"W A DISTANCE OF 820.00 FEET, TO THE POINT OF BEGINNING;

THENCE N36°52'41"W A DISTANCE OF 340.00 FEET, TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOLFENSBERGER ROAD;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, N50°10'13"E A DISTANCE OF 640.85 FEET;

THENCE S36°52'41"E A DISTANCE OF 373.00 FEET;

THENCE S53°07'18"W A DISTANCE OF 640.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 228,161 SQUARE FEET OR 5.238 ACRES.

PARCEL DESCRIPTION STATEMENT

I, JAMES D. RIHANEK, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

JAMES D. RIHANEK, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 23053
FOR AND ON BEHALF OF JR ENGINEERING, LLC
6020 GREENWOOD PLAZA BOULEVARD
ENGLEWOOD, COLORADO 80111Z

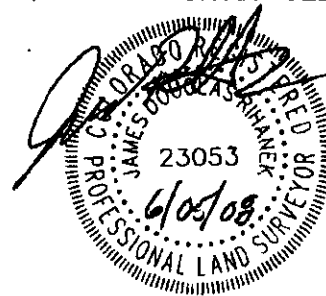


EXHIBIT 3



**EPIPHANY EVANGELICAL LUTHERAN CHURCH OF CASTLE ROCK
WOLFENSBERGER ROAD RIGHT-OF-WAY DEDICATION**

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL AS DESCRIBED IN DEED RECORDED IN BOOK 1951 AT PAGE 1630 LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED BY A 2-1/2" ALUMINUM CAP LS 6935 AT THE SOUTHEAST CORNER AND A 2-1/2" ALUMINUM CAP LS 25629 AT THE NORTHEAST CORNER. BEING ASSUMED TO BEAR S00°34'06"W A DISTANCE OF 1318.57 FEET.

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WOLFENSBERGER ROAD AS DESCRIBED UNDER RECEPTION NO. 9619458 WITH THE NORTHEASTERLY LINE OF THAT PARCEL AS DESCRIBED IN DEED RECORDED IN BOOK 1951 AT PAGE 1630, FROM WHICH THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 BEARS N64°14'37"E A DISTANCE OF 426.02 FEET;

THENCE ON SAID NORTHEASTERLY LINE, S36°52'41"E A DISTANCE OF 35.01 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S31°43'38"E, HAVING A RADIUS OF 945.00 FEET, A CENTRAL ANGLE OF 08°24'17" AND AN ARC LENGTH OF 138.62 FEET, TO A POINT OF TANGENT;

THENCE S49°52'05"W A DISTANCE OF 501.56 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N40°07'55"W, HAVING A RADIUS OF 2,055.00 FEET, A CENTRAL ANGLE OF 00°01'18" AND AN ARC LENGTH OF 0.78 FEET, TO A POINT OF NON-TANGENT ON THE SOUTHWESTERLY LINE OF SAID PARCEL AS DESCRIBED IN DEED RECORDED IN BOOK 1951 AT PAGE 1630;

THENCE ON SAID SOUTHWESTERLY LINE, N36°52'41"W A DISTANCE OF 28.24 FEET, TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WOLFENSBERGER ROAD AS DESCRIBED UNDER RECEPTION NO. 9619458, FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 BEARS S50°52'50"E A DISTANCE OF 1145.78 FEET;

EXHIBIT 3

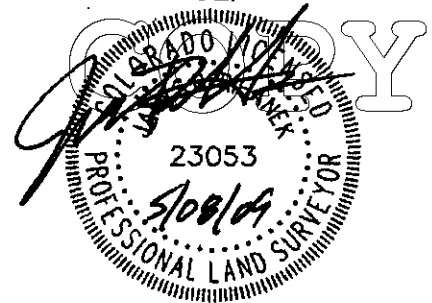
THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, N50°10'14"E A DISTANCE OF 640.85 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 17,456 SQUARE FEET OR 0.4007 ACRES.

PROPERTY DESCRIPTION STATEMENT

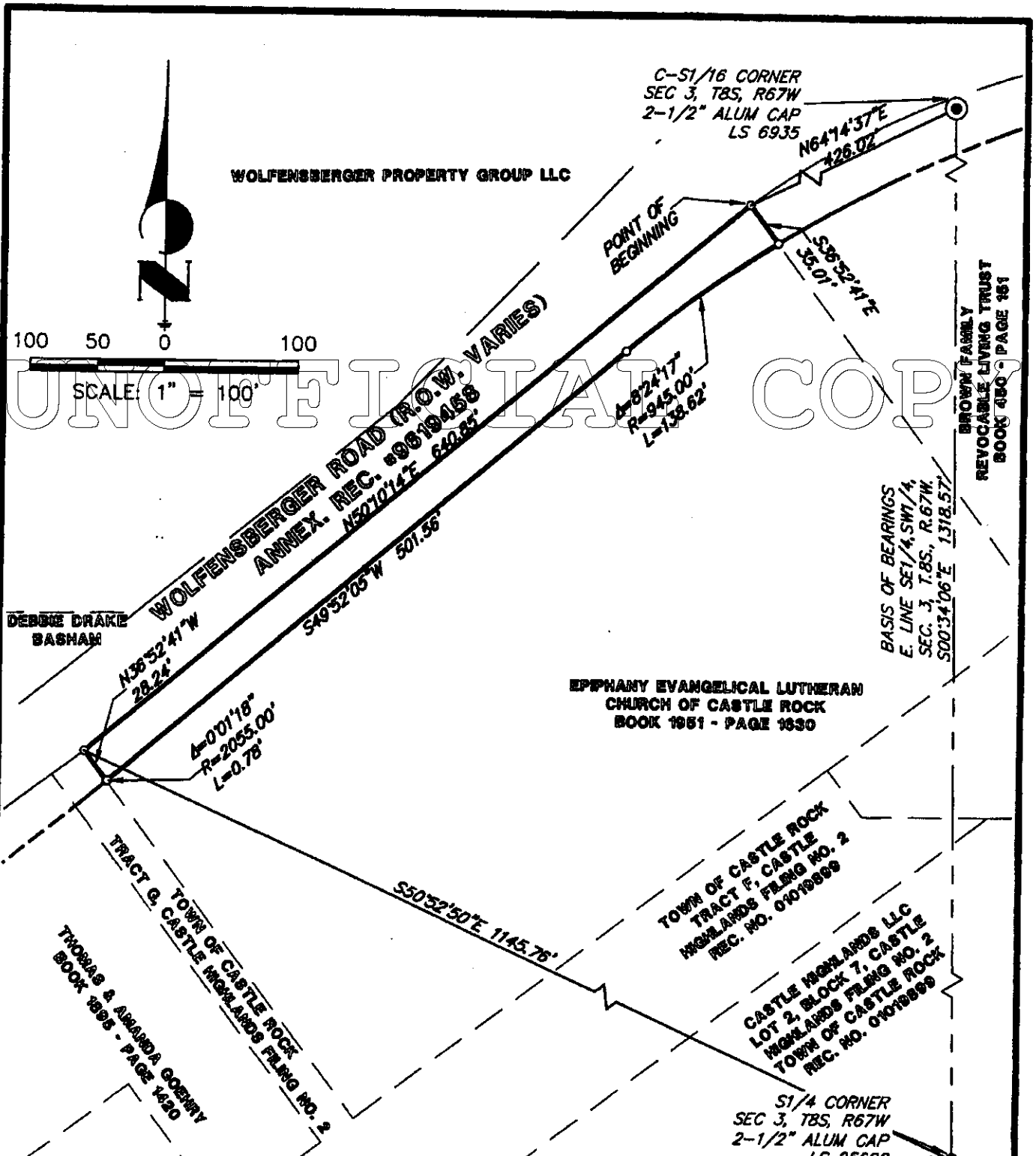
I, JAMES D. RIHANEK, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

UNOFFICIAL COPY



JAMES D. RIHANEK, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 23053
FOR AND ON BEHALF OF JR ENGINEERING, LLC

EXHIBIT 3



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

WOLFENSBERGER ROAD ROW DEDICATION
PROJECT NAME: EPIPHANY LUTHERAN CHURCH OF CASTLE ROCK
PROJECT NO.: 14636.10
DATE: 05/08/09



7200 S Alton Way, Suite C100 • Centennial, CO 80122
303-740-6393 • Fax 303-721-9019 • www.jrengineering.com

X:\1460000.dwg, 1463610.Dwg, Legal Exhibit\1463610.XROW.dwg, ROW DEDICATION, 5/8/2009 11:10:45 AM, R:\hankj

UNOFFICIAL COPY
EXHIBIT 4



Computer File Information		Index of Revisions		As Constructed		WOLFENBERGER ROAD ACCESS CONTROL PLAN		Project No./Code	
Creation Date: 5-11-07	Author: VAK			No. Revisions:		Designer: VAK	Sheet Numbers:		
Last Modification Date: 02-22-08	Reviewer: JMW			Revised:		Checker: VAK	Sheet Numbers:		
File Path: LOT0904\ACAD				Void:		Scale: 1"=100'	Sheet Number:		
Drawing File Name: HRRBD FINAL RWL 02-21-08 JH.dwg									
Acad Ver: 2004	Scale: 1"=100'	Unit: ENGLISH							