

**FIRST AMENDMENT TO SITE PLAN AGREEMENT  
[IGLESIA DE CRISTO MI-EL LONGMONT, MINISTERIOS MI-EL]**

This FIRST AMENDMENT TO SITE PLAN AGREEMENT (“Amendment”) is made and entered into by and between the TOWN OF MEAD, Colorado, a Colorado municipal corporation whose address is 441 Third Street, Mead, Colorado 80542 (“Town”), and IGLESIA DE CRISTO MI-EL LONGMONT, MINISTERIOS MI-EL, a Colorado non-profit corporation, with offices at 1285 S. Fordham Street, Longmont, Colorado 80503 (“Developer”). The Developer and the Town are each referred to individually as a “Party” and together as the “Parties.” This Amendment shall be effective as of the date of mutual execution hereof by the Parties (“Effective Date”).

WHEREAS, the Town and Developer entered into that certain Site Plan Agreement dated November 9, 2020 and recorded in the real property records of Weld County, Colorado (the “County Records), on November 30, 2020 at Reception No. 4655400 (“Agreement”); and

WHEREAS, pursuant to Section 16—4-100(b)(10)(h) of the Mead Municipal Code, the Agreement constitutes a site plan agreement regarding the improvements for development pursuant to the Iglesia de Cristo Mi-El Longmont Phase 1 – Site Plan, recorded in the County Records on November 30, 2020 at Reception No. 4655401 (“Site Plan”); and

WHEREAS, the Agreement sets forth the obligations of the Parties, including the Developer obligation to provide a guaranty for construction of the Public Improvements, as defined in the Agreement; and

WHEREAS, the Parties desire to update the Agreement to permit reduction of the guaranty amount upon conditional acceptance of the Public Improvements, as further described herein, as well as update the applicable form of letter of credit.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto promise, covenant, and agree as follows:

1. Guaranty Reduction. Section 1.6(b) is hereby amended to read in full as follows:

The amount of the guaranty shall be on hundred fifteen percent (115%) of the total estimated cost, including labor and materials, of the Public Improvements. Upon conditional acceptance, the Town may release the guaranty up to one hundred percent (100%). The Town shall retain at least fifteen percent (15%) of the guaranty through the two (2) year guaranty period.

2. Form of Irrevocable Letter of Credit. Exhibit C is hereby amended and replaced with Exhibit 1 to this Amendment.
3. Full Force and Effect. The Agreement remains in full force and effect without any further amendments, alterations, or modifications thereto except as expressly set forth in this Amendment.

4. Recordation. This Amendment shall be recorded in the County Records, and the provisions of this Amendment shall be binding upon and shall inure to the benefit of the beneficiaries, successors, and assigns of the Parties. Recordation shall not occur prior to the Effective Date.
5. Counterparts. This Amendment may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date(s) set forth below, to be effective as of the Effective Date.

*[Signature pages follow.]*

*[Developer signature page to First Amendment to Site Plan Agreement]*

IGLESIA DE CRISTO MI-EL LONGMONT,  
MINISTERIOS MI-EL, a Colorado non-profit  
corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_, 202\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing First Amendment to Site Plan Agreement was subscribed, sworn to and  
acknowledged before me this \_\_\_ day of \_\_\_\_\_, 202\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

*[Town signature page to First Amendment to Site Plan Agreement]*

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_

Helen Migchelbrink, Town Manager,  
*Authorized pursuant to Resolution*  
No. \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Town Clerk

**EXHIBIT 1**

**FORM OF LETTER OF CREDIT**

Town of Mead  
441 Third Street  
Mead, CO 80542  
**Attn: Town Treasurer**

Number: \_\_\_\_\_  
Date: \_\_\_\_\_  
Expiration: \_\_\_\_\_, 202\_\_

DEAR SIR OR MADAM:

[NAME OF BANK] (“BANK”) HEREBY ESTABLISHES IN FAVOR OF THE TOWN OF MEAD, COLORADO (“BENEFICIARY”), FOR THE ACCOUNT OF \_\_\_\_\_, A \_\_\_\_\_ (INSERT TYPE OF ENTITY) (“CUSTOMER”), AN IRREVOCABLE LETTER OF CREDIT IN THE AMOUNT OF \_\_\_\_\_ DOLLARS (\$XXX,XXX) AVAILABLE BY IMMEDIATE PAYMENT UPON PRESENTATION AT BANK'S OFFICE AT [BANK'S ADDRESS] OF BENEFICIARY'S SIGHT DRAFT(S) IN AN AMOUNT NOT EXCEEDING \$XXX,XXX, AND EACH SIGHT DRAFT MUST BEAR THE REFERENCE: “DRAWN ON [BANK] IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_, DATED \_\_\_\_\_ [ISSUE DATE].”

IN ADDITION, THE BENEFICIARY'S SIGHT DRAFT(S) MUST BE ACCOMPANIED BY A COPY OF THIS IRREVOCABLE LETTER OF CREDIT, CERTIFIED BY THE TOWN MANAGER OR HIS OR HER DESIGNEE TO BE A TRUE AND COMPLETE COPY OF THIS IRREVOCABLE LETTER OF CREDIT. UPON PRESENTATION OF SUCH SIGHT DRAFT AND CERTIFIED COPY OF THIS IRREVOCABLE LETTER OF CREDIT IN COMPLIANCE WITH THE TERMS CONTAINED HEREIN, BANK SHALL HONOR THE ACCOMPANYING SIGHT DRAFT(S) AND SHALL NOT BE REQUIRED TO DETERMINE QUESTIONS OF FACT OR LAW BETWEEN BENEFICIARY AND CUSTOMER.

THIS IRREVOCABLE LETTER OF CREDIT SETS FORTH THE FULL UNDERSTANDING OF THE PARTIES HERETO AND BANK HEREBY PROMISES TO BENEFICIARY THAT ANY DRAFTS DRAWN UNDER OR IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO [BANK] ON OR BEFORE \_\_\_\_\_ [EXPIRATION DATE] (THE “EXPIRATION DATE”), OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS LETTER OF CREDIT.

THIS IRREVOCABLE LETTER OF CREDIT IS NONTRANSFERABLE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE THEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE, BANK SHALL SEND BENEFICIARY NOTICE BY REGISTERED MAIL OR COURIER OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT BANK HAS ELECTED NOT

TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

UPON RECEIPT BY BENEFICIARY OF SUCH NOTICE OF NON-EXTENSION, BENEFICIARY MAY DRAW ON THIS LETTER OF CREDIT FOR AN AMOUNT NOT TO EXCEED THE THEN AVAILABLE AMOUNT UNDER THE LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRATION DATE, BY PRESENTATION OF BENEFICIARY'S SIGHT DRAFT ACCOMPANIED BY A COPY OF THIS IRREVOCABLE LETTER OF CREDIT, CERTIFIED BY THE TOWN CLERK OR HIS OR HER DESIGNEE TO BE A TRUE AND COMPLETE COPY OF THIS LETTER OF CREDIT. UPON PRESENTATION OF SUCH SIGHT DRAFT AND CERTIFIED COPY OF THIS IRREVOCABLE LETTER OF CREDIT IN COMPLIANCE WITH THE TERMS CONTAINED HEREIN, BANK SHALL HONOR THE ACCOMPANYING SIGHT DRAFT(S) AND SHALL NOT BE REQUIRED TO DETERMINE QUESTIONS OF FACT OR LAW BETWEEN BENEFICIARY AND CUSTOMER.

DEMANDS FOR PAYMENT OR DRAWINGS BY THE BENEFICIARY HEREUNDER MAY BE PRESENTED BY FACSIMILE/TELECOPY ("FAX") TO FAX NUMBER \_\_\_\_\_ UNDER TELEPHONE ADVICE TO \_\_\_\_\_ OR \_\_\_\_\_. SUCH FAX PRESENTATION(S) MUST BE RECEIVED ON OR BEFORE THE EXPIRATION DATE (OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE) IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

DEMANDS FOR PAYMENT OR DRAWINGS BY THE BENEFICIARY UNDER THIS LETTER OF CREDIT SHALL ALSO BE DEEMED TIMELY MADE IF PRESENTED BY EXPRESS, CERTIFIED OR REGISTERED MAIL OR COURIER, TO THE BANK AT THE BANK'S ADDRESS SET FORTH ABOVE, OR BY HAND DELIVERY TO BANK AT OUR ADDRESS ABOVE, OR BY FAX AS SET FORTH ABOVE ON OR BEFORE THE EXPIRATION DATE.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE MOST RECENT EDITION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

THE FORUM FOR ALL DISPUTES REGARDING THIS LETTER OF CREDIT SHALL BE THE DISTRICT COURT FOR THE COUNTY OF WELD, STATE OF COLORADO.

VERY TRULY YOURS,

[NAME OF BANK]

\_\_\_\_\_  
Title