

AMENDATORY LEASE AGREEMENT

THIS AMENDATORY LEASE AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER** (“City” or “Lessor”), a municipal corporation and home rule city of the State of Colorado, and **DENVER URBAN GARDENS**, a Colorado nonprofit corporation, whose address is 1031 33rd Street, Suite 100, Denver, Colorado 80205 (the "Lessee").

RECITALS

A. The City is the owner of land at 201 Grant Street, 1350 E. Florida Street and 2245 Emerson Street in Denver, Colorado, a portion of which is not required for public use and occupancy at present; and

B. The City and the Contractor entered into an Agreement dated **January 5, 2015**, and an Amendatory Agreement dated **June 12, 2019**, to provide services (the “Agreement”).

C. The Parties now wish to modify the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Effective upon execution, all references to Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. **Exhibit A-1** is attached and will control from and after the date of execution.

2. Section 2 of the Lease Agreement, titled “**LEASED PREMISES**,” is amended by deleting and replacing it with the following:

“**2. LEASED PREMISES**: Subject to the terms of this Lease Agreement (hereinafter referred to as “Lease”), the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City those certain premises (the "Leased Premises") located at 201 Grant Street, 1350 E. Florida Street and 2245 Emerson Street in Denver, Colorado in Denver, Colorado, as more particularly depicted on **Exhibit A-1**, attached hereto and incorporated herein. The depiction contained on **Exhibit A-1** may be modified upon the written authorization of the Director of Real Estate (the “Director”), to correct minor, technical errors.”

3. Section 3 of the Lease Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“3. **TERM**: The term of this Lease shall begin on **October 1, 2013** and terminate on **September 30, 2028**, unless sooner terminated pursuant to the terms of the Lease. The Lease Agreement shall be in effect through September 30, 2028 and will have one (1) additional renewal option to extend for an additional five (5) years, exercisable only by the City, subject to the conditions and terms in this License. If desired, the option to renew the term available under this agreement shall be communicated in writing signed by the Director of Real Estate (the “Director”) and delivered to Licensee at least sixty (60) days prior to the expiration of the current Term.”

4. Section 4 of the Agreement, titled “**RENT**,” is amended by deleting and replacing it with the following:

“4. **RENT & ANNUAL REPORTING**:

a. **Rent**. The Lessee shall pay to the City, or whomever the City may specify to receive the rents on its behalf, rent of **Ten Dollars and Zero Cents (\$10.00)** for a term of 5 years for use of the Leased Premises (3 garden plots) (“Rent”). Payments should be made payable to the Manager of Finance, 201 W. Colfax Dept 1010, Denver, Colorado 80202.

b. For the initial lease term (10/1/2013 - 9/30/2018), rent was \$15. Under the First Amendment (a term through 9/30/2023), rent was \$15.

c. **Annual Reporting**. Lessee must submit a report annually (by March 31 of each calendar year) to the Director as justification for the public purpose of this Lease. In a short report of one or two pages, the Lessee must address (a) the continued public purpose and benefit to the City of Lessee’s operations at the Leased Premises; (b) description of Lessee’s use of the Leased Premises in the past year; and (c) operational/program plans for the current/coming year.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

Exhibit List:

Exhibit A-1 – Revised Depiction of Premises

End.

Signature pages and Exhibits follow this page.

Contract Control Number: FINAN-202368065-02 (Alfresco 201313505-02)
Contractor Name: DENVER URBAN GARDENS

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

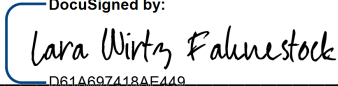
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202368065-02 (Alfresco 201313505-02)
DENVER URBAN GARDENS

By:  _____
D61A697418AE449...

Name: Lara Wirtz Fahnestock
(please print)

Title: Director of Garden Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

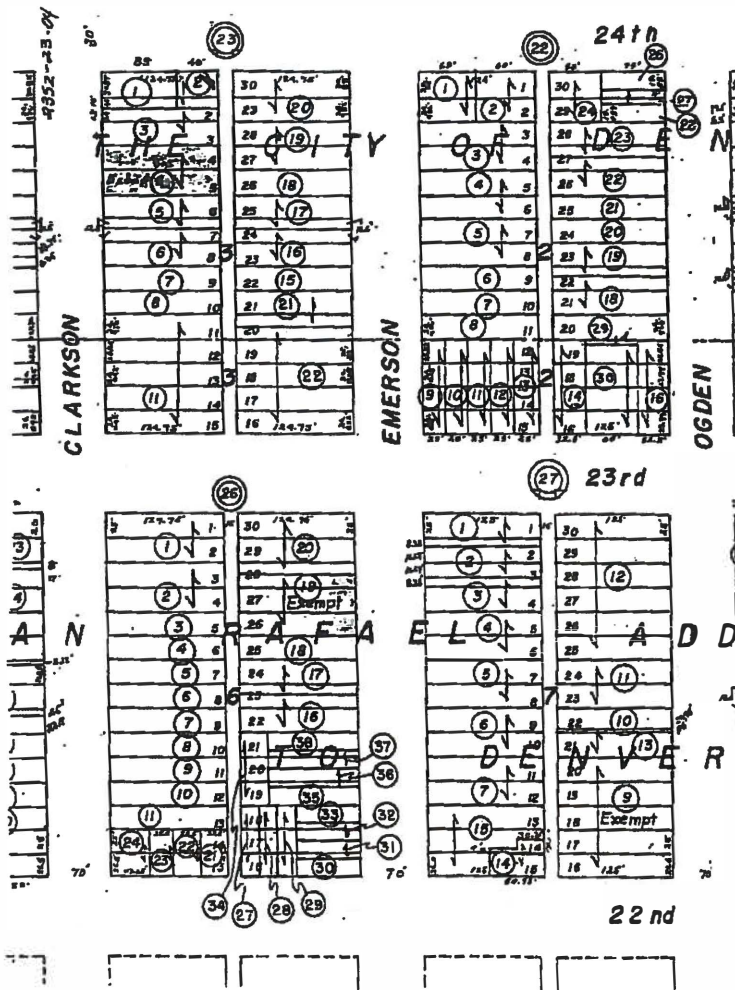
Exhibit A

Denver Urban Gardens
Appx ~~2201~~ Emerson Street *2245 Emerson Street*

Legal Description

Lot 26 and 27
and South 1/2 of Lot 28,
Block 6, San Rafael Add

as shown on subject map.



1350 E. FLORIDA AVE
Denver Urban Gardens
I-25 and Downing Street

Exhibit A

Legal Description

Part of
Lots 16-27, Bloc 27,
Stebbins Heights

as shown on subject map.



FROM :

FAX NO. :

Jul. 24 2003 11:55AM P15

Exhibit A

Deaver Urban Gardens
201 Grant Street

Legal Description

**Lots 21 to 29 inclusive and South 1/2 of Lot 30,
Block 8, Kentler Add.**

