

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (“City”), and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.**, a Colorado nonprofit, whose address is 6240 Smith Road, Denver, CO 80216 (“Lessee”). The City and Lessee shall each be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City is the owner of certain real property located at 4330 E. 48th Avenue, Denver, CO 80216 (the “Property”),

WHEREAS, the City and Lessee are parties to that certain Agreement dated May 17, 2021 between the City and Seller, having Contract No. HOST-202057226-00, pursuant to which the Lessee is to provide a shelter for women experiencing homelessness at the Property (“Service Contract”); and

WHEREAS, with the Owner’s consent, City and Lessee desire to enter into this Lease for Lessee to occupy and use a portion of the Property to perform its services under the Service Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessee agree as follows:

1. **LEASED PREMISES**: Subject to the terms of this Lease, the City agrees to Lease, demise, and let unto Lessee and the Lessee does hereby Lease from the City those certain premises defined as the "Leased Premises" located at the Property, as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein, containing approximately 45,654 square feet in the building at the Property and including surrounding parking lot. The depiction contained on **Exhibit A** may be modified upon the written authorization of the City’s Director of Real Estate (the “Director”) to correct minor, technical errors.

2. **TERM**: The term of this Lease shall commence upon delivery by the City of a fully-executed Lease to Lessee and expire December 31, 2023 (the “Term”) unless earlier terminated pursuant to the terms herein; *provided, however*, in the event the Service Contract expires or is terminated before the Term hereunder, then this Lease shall also terminate thirty

(30) days after such date the Service Contract expires or terminates, it being the intent of the Parties that this Lease and the Service Contract shall be coterminous.

3. **INTENTIONALLY DELETED.**

4. **RENT:** Rent shall be paid by Lessee monthly to the City on the first business day of each year, or to another party as otherwise specified by the City to receive Rent on its behalf. Should the City specify another party to receive Rent, Lessee will be given written notice of such change no less than seven (7) days prior to the next succeeding Rent due date so that Lessee is allowed time sufficient to deliver Rents on or before the due date. Rent payable annually by Lessee during the Term shall be:

Rent \$10.00

Total Rent \$30.00

If this Lease expires on a date that is not the last day of the month then the rent shall be pro-rated accordingly.

In addition to the foregoing, at such time that the City Assessor assesses a Possessory Interest or other related tax to the Leased Premises, Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, resulting from Lessee's occupation or subletting of the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises. Such taxes include any Possessory Interest taxes resulting from this Lease or a Lease of the Leased Premises.

5. **USE:** The Leased Premises are to be used and occupied by Lessee solely as a women's shelter as provided for in the Service Contract, and for no other purpose, unless the Director agrees in writing to another use, which consent may be withheld in the Director's sole discretion. The Lessee shall use the Leased Premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter, ordinances or Executive Orders of the City and County of Denver. The Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents,

invitees and visitors. The Lessee shall comply with all applicable State and Federal environmental regulations.

6. **“AS IS” CONDITION:** With the exception of the items listed in Exhibit C attached hereto, the Leased Premises are accepted by Lessee in an “AS IS, WHERE IS” condition, with all faults and defects. No additional work will be performed by the City and Lessee hereby accepts the Leased Premises in it’s as-is condition. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

7. **ALTERATIONS:** Lessee shall not make any alterations in or additions to the Leased Premises without first obtaining the written consent of the City. Lessee will pay or cause to be paid all costs and charges for: (i) work done by the Lessee or caused to be done by the Lessee, in or to the Leased Premises; and (ii) materials furnished for or in connection with such work. Any and all alterations or improvements to the Leased Premises by the Lessee shall be conducted in a lien-free manner in compliance with all applicable laws, codes, ordinances and regulations.

8. **QUIET ENJOYMENT:** Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pays the rental herein recited and performs all of Lessee's covenants and agreements herein contained.

9. **ENTRY BY CITY:** Lessee shall permit representatives of the City to enter into and upon the Leased Premises at any reasonable time with prior notice from the City to inspect the same, except in the case of emergencies, in which case the City will attempt to contact Lessee and if the City is unable to contact Lessee and the emergency is imminent, in the City’s sole discretion (including the City’s emergency response departments such as Denver Police Department, Denver Fire Department), the City may enter into and upon the Leased Premises without notice, and Lessee shall not be entitled to any abatement or reduction of Rent by reason thereof. City shall not cause unreasonable interference in the normal course of Lessee's business and Lessee or an authorized employee or agent shall have the right to accompany the City during its inspections.

10. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall remove all personal property, furniture and equipment and repair any damage caused by such removal; and surrender the Leased Premises to the City and deliver the Leased Premises to the City in substantially the same condition as existed on the date hereof,

reasonable wear and tear excepted.

11. **UTILITIES, MAINTENANCE AND REPAIRS:** The City shall pay for all water, sewer, gas and electricity, or other utilities or services or fees charged on utilities or other consumables allocable to the Leased Premises. Lessee shall perform and pay for all interior cleaning and maintenance of the Leased Premises. The City shall perform and pay for fire alarm monitoring and related phone line, placement of exterior dumpsters and dumpster trash removal, pest control, pest control, snow removal, parking lot and sidewalk repairs, interior lighting and appliances, structural or mechanical maintenance, repairs or replacement, including windows and doors, the building's mechanical, plumbing and roof systems and the HVAC system; *provided, however,* if Lessee or its agents, employees, contractors, guests, invitees and permittees cause any damage to the foregoing, Lessee shall be responsible for the repairs and/or replacements and all costs associated with such repairs and replacements. The Lessee shall be responsible for arranging for, and paying all deposits, fees and charges associated with, (i) telephone, internet and other communication services to the Leased Premises, (ii) janitorial services, including trash removal from Leased Premises to exterior dumpsters and exterior litter removal and (iii) professional security personnel, if any, including any security phone line, if any and (iv) any other service required for the Leased Premises. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

12. **PAYMENT OF CITY MINIMUM WAGE:** Lessee shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Lessee expressly acknowledges that Lessee is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Lessee, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

13. **DEFENSE AND INDEMNIFICATION:**

- (a) Lessee hereby agrees to defend, indemnify, reimburse and hold harmless City (sometimes collectively referred to as the "Indemnified Parties" and individually as an "Indemnified Party"), City's appointed and elected officials, and each of the Indemnified Parties respective employees for, from and against

all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to injuries to persons or property of the Indemnified Parties, their respective employees or to injuries or death of any other person rightfully on the Leased Premises for any purpose whatsoever ("Claims"), except to the extent such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the Indemnified Parties for any acts or omissions of Lessee or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

- (b) Lessee's duty to defend and indemnify the Indemnified Parties shall arise at the time written notice of the Claim is first provided to an Indemnified Party, regardless of whether Claimant has filed suit on the Claim. Lessee's duty to defend and indemnify the Indemnified Parties shall arise even if an Indemnified Party is the only party sued by claimant and/or claimant alleges that such Indemnified Party's negligence or willful misconduct was the sole cause of claimant's damages.
- (c) Lessee will defend any and all Claims which may be brought or threatened against the Indemnified Parties and will pay on behalf of the Indemnified Parties any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Indemnified Parties shall be in addition to any other legal remedies available to the Indemnified Parties and shall not be considered the Indemnified Parties' exclusive remedy.
- (d) Insurance coverage requirements specified in this Lease shall in no way lessen or limit the liability of the Lessee under the terms of this indemnification obligation. The Lessee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Lease.

14. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft or fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. Likewise, Lessee shall not be liable or responsible to City

for any loss or damage to the Leased Premises occasioned by theft, vandalism, fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity. In the event of a fire or other casualty in or to the Leased Premises, Lessee shall immediately give notice thereof to City. In case of partial destruction of the Leased Premises by fire, or other casualty, the City at its discretion may repair the Leased Premises with reasonable dispatch after notice of said partial destruction. If the Leased Premises are made untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where City, within a reasonable time, decides not to rebuild or repair the Leased Premises, then this Lease shall terminate and any Rent shall be prorated and payable only up until the time of the partial or full destruction of the Leased Premises.

15. **HAZARDOUS SUBSTANCES**: Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by Lessee, Lessee's agents, employees, contractors, or invitees except as necessary for the existing operations, and in strict compliance with all Hazardous Substance use, storage, disposal and handling rules, laws, policies and regulations in effect at the time of this Lease, as such items may be amended, replaced or superseded. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or to the air or water, or if the Leased Premises become contaminated in any manner due to the actions or inactions of the Lessee, Lessee shall indemnify and hold harmless City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of those actions or inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Lessee shall first obtain City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or

corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and oils.

16. **HOLDING OVER:** If after the expiration of the Term and any extensions of the Term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and continues to pay Rent, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of Lessee's occupancy, and at a Rent equivalent to 200% of the then current Rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessee upon ten (10) days' notice. In the event that Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease, or such month-to-month tenancy, then Lessee shall indemnify City against loss or liability resulting from any delay of Lessee in not surrendering the Leased Premises.

17. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

(a) The City may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the rate of twelve percent (12%) per annum from the due date; (iii) the balance of the Rent for the remainder of the Term less any rents the City receives for the Leased Premises for said period; (iv) damages for the wrongful withholding of the Leased Premises by Lessee; (v) unpaid taxes or assessments; and (vi) any other sum of money in damages owed by Lessee to City as a result of its use and occupancy of the Leased Premises.

(b) Before exercising any remedy or right herein or in law or equity, the City shall supply written notice of such default to the Lessee and provide fifteen (15) days from the date of such notice to cure the noted default.

18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the

performance of work under this Lease, the Lessee agrees not to unlawfully refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

19. **LESSEE'S INSURANCE:**

(1) **General Conditions:** Lessee agrees to secure, at or before the time of execution of this Lease, the following insurance covering all operations, goods or services provided pursuant to this Lease. Lessee shall keep the required insurance coverage in force at all times during the Term of the Lease, or any extension thereof, during any warranty period, and for three (3) years after termination of the Lease. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Lease. Such notice shall reference the City contract number listed on the signature page of this Lease. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Lessee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Lessee. Lessee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessee. The Lessee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Lease.

(2) **Proof of Insurance:** Lessee shall provide a copy of this Lease to its insurance agent or broker. Lessee may not commence services or work relating to the Lease prior to placement of coverages required under this Lease. Lessee certifies that the certificate of

insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Lease. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Lessee's breach of this Lease or of any of the City's rights or remedies under this Lease. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Pollution/Environmental Liability, Lessee and any sub-lessee's insurer(s) shall name City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages required under this Lease, with the exception of Professional Liability - if required, Lessee's insurer shall waive subrogation rights against the City.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent Lessees, suppliers or other entities providing goods or services required by this Lease) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Lessee. Lessee shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Lessee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:** Lessee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Lessee expressly represents to the City, as a material representation upon which the City is relying in entering into this Lease, that none of the Lessee's

officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Lease, and that any such rejections previously effected, have been revoked as of the date Lessee executes this Lease.

(7) **Commercial General Liability:** Lessee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(8) **Business Automobile Liability:** Lessee shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Lease. If transporting wastes, hazardous material, or regulated substances, Lessee shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Lessee's Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

(9) **Property Insurance:** Lessee shall provide 100% replacement cost for Lessee's tenant improvements and personal property. Business Interruption coverage shall be included with limits not less than the annual payments due to the City under the term of the agreement. Lessee understands and acknowledges that the City does not provide any insurance coverage for any property of the Lessee, its agents, employees or assignees located in the Leased Premises and Lessee acknowledges and agrees that the Lessee, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Lessee, its agents, employees or assignees in the Leased Premises.

(10) **Additional Provisions:**

(a) For Commercial General Liability and Business Automobile Liability, the policy must provide the following:

(i) That this Lease is an Insured Contract under the policy;

- (ii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Lessee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Lessee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

20. **VENUE, GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

21. **ASSIGNMENT AND RIGHT TO LEASE:** The Lessee shall not assign or transfer its rights under this Lease, or sublet the Leased Premises without first obtaining the written consent of the Director, whose consent may be withheld in the Director's sole and absolute discretion.

22. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** The Lessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

23. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including

the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Lessee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of state or federal privacy laws. Lessee shall at all times comply with D.R.M.C. 20-276.

24. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Director shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

25. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

26. **BINDING EFFECT**: This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto.

27. **THIRD PARTIES**: This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

28. **NOTICES**: All notices hereunder shall be given to the following by hand delivery

or by certified mail, return receipt requested:

To the City: Director of Real Estate
201 W. Colfax Ave., Dept. 1010
Denver, CO 80204

With copies to: Denver City Attorney's Office
201 W. Colfax, Department 1207
Denver, Colorado 80202

To Lessee: Catholic Charities and Community Services
of the Archdiocese of Denver, Inc.
6240 Smith Road
Denver, CO 80216

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

29. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein and exhibits hereto constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect.

30. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any performance hereunder constitute or be construed to be a waiver by any party of or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Lease shall be deemed or taken to be a waiver of any other default or breach.

31. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

32. **CONFLICT OF INTEREST BY CITY OFFICER**: Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly

a party or in any manner interested in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

33. **APPROPRIATION**: All obligations of the City under and pursuant to this Lease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease and paid into the Treasury of the City.

34. **AUTHORITY TO EXECUTE**: Lessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessee.

35. **PARAGRAPH HEADINGS**: The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

36. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Lessee consents to the use of electronic signatures by the City. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Lease solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

37. **CITY'S EXECUTION OF AGREEMENT**: This Lease is expressly subject to, and shall not be or become effective or binding on the City until, approval by its City Council and full execution by all City signatories set forth below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number: FINAN-202159483-00
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.

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:

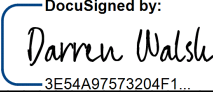
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: FINAN-202159483-00
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.

By:  _____
3E54A97573204F1...

Name: Darren Walsh
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A - PREMISES

ALTA/ACSM LAND TITLE SURVEY

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION - TITLE COMMITMENT

PARCEL A:
A PARCEL OF LAND BEING A PART OF THE N1/2 OF THE NW1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF EAST 47TH AVENUE AS IT APPEARS OF RECORD IN THE PLAT OF FIRST ADDITION TO RAMONA, 920 FEET EAST OF THE WEST LINE OF SAID SECTION 19; THENCE N00°00'03"W PARALLEL WITH THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 204.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N00°00'03"W PARALLEL WITH THE WEST LINE OF SAID SECTION 19 A DISTANCE OF 518.63 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST 48TH AVENUE; THENCE N89°27'40"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 95.65 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE S38°08'23"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 274.44 FEET; THENCE S00°00'03"E PARALLEL WITH THE WEST LINE OF SAID SECTION 19 A DISTANCE OF 252.10 FEET; THENCE S89°35'37"W A DISTANCE OF 40 FEET; THENCE S00°00'03"E PARALLEL WITH THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 49.70 FEET; THENCE S89°35'37"W A DISTANCE OF 225.14 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO

PARCEL B:
A NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED FEBRUARY 14, 1994 UNDER RECEPTION NO. 9400027944.

NOTES

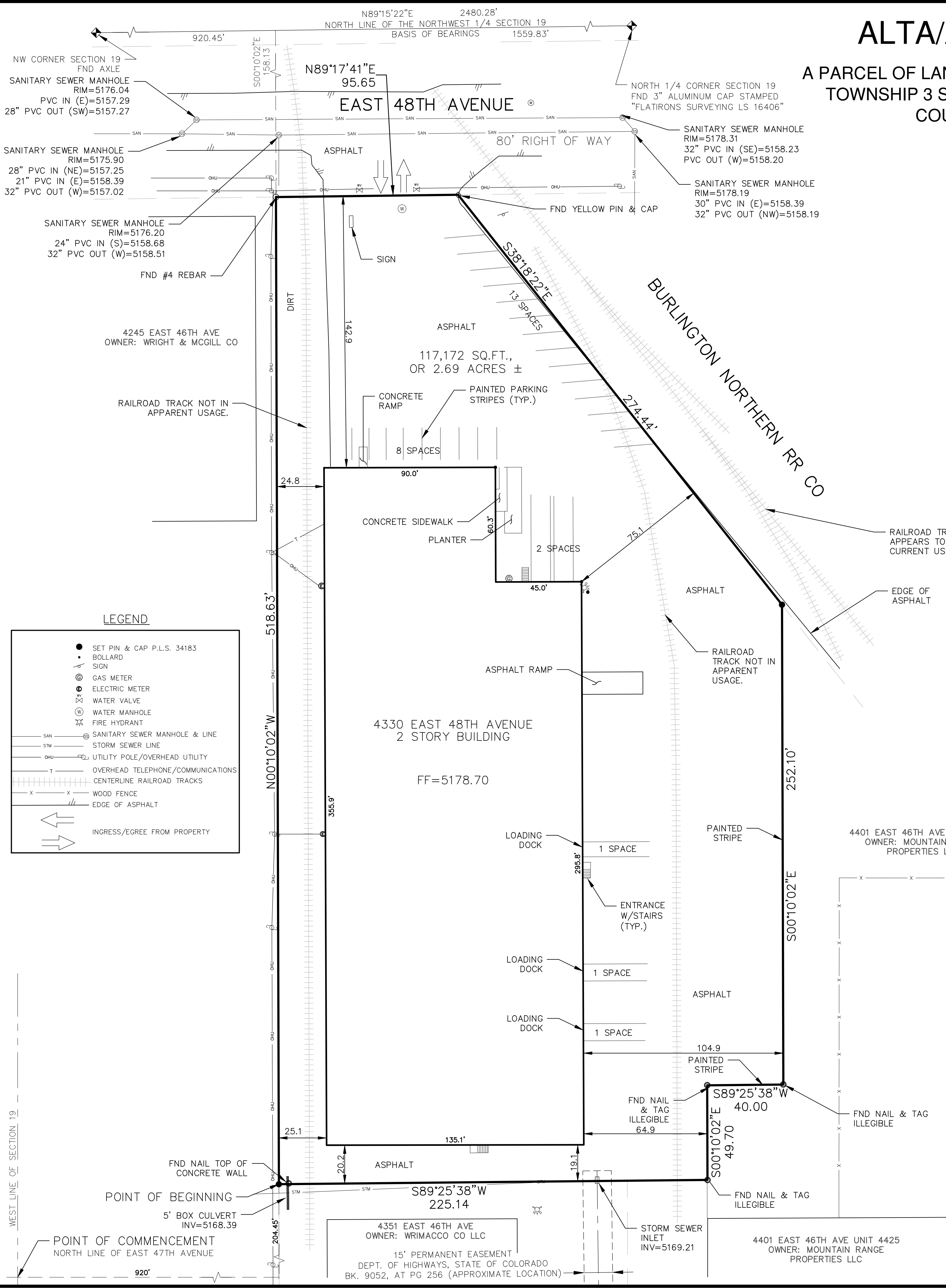
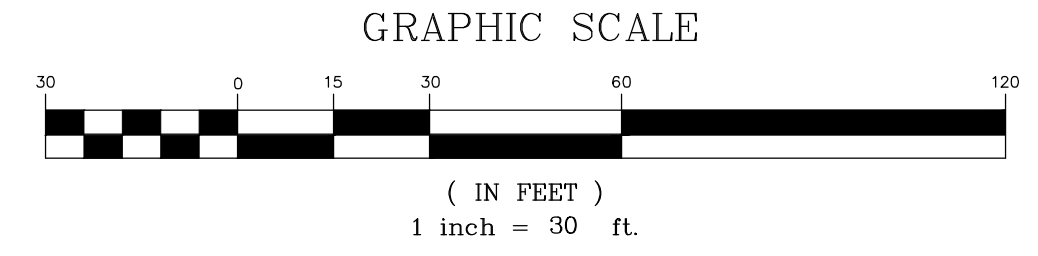
- TITLE COMMITMENT NO. ABJ70415974-6 EFFECTIVE DATE AUGUST 01, 2014 AT 17:00:00 FROM FIRST AMERICAN TITLE INSURANCE COMPANY, WAS RELIED UPON FOR ANY RECORDED EASEMENTS OR RIGHTS OF WAY WHICH MAY AFFECT THE SUBJECT PROPERTY.
- THE FOLLOWING ITEMS FROM SCHEDULE B - SECTION 2 OF THE ABOVE REFERENCED TITLE COMMITMENT POLICY ARE ADDRESSED AS FOLLOWS:
 - 1 AND 2 - AFFECTS SUBJECT PROPERTY, NOT PLOTABLE
 - 3 - AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON
 - 4 THROUGH 8 - AFFECTS SUBJECT PROPERTY, NOT PLOTABLE
 - 9 - AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON
 - 10 THROUGH 11 - AFFECTS SUBJECT PROPERTY, NOT PLOTABLE
 - 12 - AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- FALCON SURVEYING, INC. RECOMMENDS ALL INTERESTED PARTIES RETAIN THE SERVICES OF A COMPETENT INDIVIDUAL TO CONSULT PERTINENT DOCUMENTS FOR SPECIFIC DEVELOPMENT RESTRICTIONS AND CRITERIA WHICH MIGHT APPLY TO SUBJECT PARCEL. FALCON SURVEYING, INC. AND THE SURVEYOR OF RECORD ASSUME NO RESPONSIBILITY FOR THE ZONING RESTRICTIONS UPON THE SUBJECT PROPERTY.
- BURIED UTILITIES AND/OR PIPE LINES ARE SHOWN PER VISIBLE SURFACE EVIDENCE AND UTILITY PLANS. ADDITIONAL UTILITIES, IN USE OR ABANDONED, MIGHT EXIST ON, NEAR OR CROSSING THE SUBJECT PROPERTY. FALCON SURVEYING, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
- FALCON SURVEYING, INC. DOES NOT HAVE THE EXPERTISE TO ADDRESS THE MINERAL RIGHTS. FALCON SURVEYING, INC. RECOMMENDS ALL INTERESTED PARTIES RETAIN A MINERAL RIGHTS EXPERT TO ADDRESS THESE MATTERS. FALCON SURVEYING, INC. AND THE SURVEYOR OF RECORD ASSUME NO RESPONSIBILITY FOR THE MINERAL RIGHTS UPON THIS TRACT OF LAND.
- FALCON SURVEYING, INC. DOES NOT HAVE THE EXPERTISE TO ADDRESS THE ACCESS RIGHTS TO AND FROM PUBLIC RIGHTS OF WAY. FALCON SURVEYING, INC. RECOMMENDS ALL INTERESTED PARTIES CONSULT WITH THE LOCAL GOVERNMENT ON THESE MATTERS. FALCON SURVEYING, INC. AND THE SURVEYOR OF RECORD ASSUME NO RESPONSIBILITY FOR THE ACCESS RIGHTS UPON THIS TRACT OF LAND.
- SUBJECT PROPERTY LIES IN "ZONE X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS PER FLOOD INSURANCE RATE MAP PANEL NO. 080046005C, DATED SEPTEMBER 29, 1990 (HISTORIC).
- NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- NO KNOWN CHANGES IN STREET RIGHT OF WAY LINES, NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- NO OBSERVED EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- ZONING: I-B, UO-2. ZONING SETBACKS: STREET FRONT=20' MINIMUM, SIDE SETBACK=0', REAR SETBACK=0'.
- 26 VISIBLE PARKING SPACES. NO HANDICAP ACCESSIBLE SPACES VISIBLE.
- POSSIBLE ENCROACHMENTS INCLUDE RAILROAD TRACKS, STORM SEWER INLET AND CULVERT WALL.
- THE PROPERTY ABUTS AND HAS PHYSICAL ACCESS TO EAST 48TH AVENUE, A PUBLICLY-DEDICATED RIGHT OF WAY, WITH NO GAPS, GORES OR OVERLAPS.
- BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST 1/4 SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEARS N89°15'22"E.
- THE FOLLOWING UTILITIES WERE OBSERVED SERVING THE PROPERTY ELECTRIC, WATER, SANITARY SEWER, GAS AND TELEPHONE. THESE UTILITIES ARE NOT LOCATED WITHIN RECORDED EASEMENTS.

ALTA/ACSM CERTIFICATION

TO: BCP-48th AVE I, LLC, A COLORADO LIMITED LIABILITY COMPANY; HARTMAN INVESTMENT COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY AND LAND TITLE GUARANTEE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS, IN 2011, AND INCLUDES ITEMS 1 THRU 4, 6b, 7a, 8, 9, 11g, 13, AND 16 THRU 18 PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDERSTANDING FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

Jeffrey J. Mackenna
JEFFREY J. MACKENNA P.L.S. 34183 DATE: 8/13/2014



S:\CDS\2014\140610\440510C.ALTA.dwg

FALCON SURVEYING INC.		9940 WEST 25TH AVENUE LAKEWOOD, CO 80215 303-202-1560 WWW.FALCONSURVEYING.COM	
DATE: 07/11/14	REV: 07/23/14	DATE: 07/11/14	REV: 07/23/14
DRAWN BY: JAN	CHK'D BY: JUM	JOB NO. 140610	
DATE OF FIELD SURVEY: 06/18/14		140610C.ALTA.DWG	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way Suite 700 Centennial CO 80111	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Kelly Coyle</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 303-889-2542</td> <td>FAX (A/C. No.): 720-200-5106</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Kelly_Coyle@ajg.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: right;">NAIC # 16535</td> </tr> <tr> <td>INSURER B : Underwriters at Lloyd's London</td> <td style="text-align: right;">15792</td> </tr> <tr> <td>INSURER C : Princeton Excess & Surplus Lines Ins Co</td> <td style="text-align: right;">10786</td> </tr> <tr> <td>INSURER D : Lloyd's Syndicate 2623</td> <td></td> </tr> <tr> <td>INSURER E : Old Republic Union Insurance Company</td> <td style="text-align: right;">31143</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Kelly Coyle		PHONE (A/C. No. Ext): 303-889-2542	FAX (A/C. No.): 720-200-5106	E-MAIL ADDRESS: Kelly_Coyle@ajg.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Zurich American Insurance Company	NAIC # 16535	INSURER B : Underwriters at Lloyd's London	15792	INSURER C : Princeton Excess & Surplus Lines Ins Co	10786	INSURER D : Lloyd's Syndicate 2623		INSURER E : Old Republic Union Insurance Company	31143	INSURER F :	
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INSURER F :																					
INSURED Catholic Charities & Community Services of the Archdiocese of Denver, Inc. 6240 Smith Rd Denver CO 80216	ARCHOFD-01																				

COVERAGES **CERTIFICATE NUMBER: 1385102736** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR - \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BP1033321	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR \$100,000	Y	Y	BAP038463804	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	R2A3FF000005403	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	EWS017335907	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER SIR - \$250,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Cyber Liability Excess Liability	Y	Y	W1F7B5200401 8220001257468	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Policy Aggregate \$3,000,000 Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess Liability is excess over General Liability and Auto Liability. Coverage for Sexual abuse and Molestation is included.
 RE: 30-day License for 48th Street Women's Shelter; 4330 E. 48th Avenue, Denver, CO 80216.
 City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insured as respects General Liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to additional insured, as respects General Liability, Auto Liability and Workers Compensation policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella Follows Form.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 201 W. Colfax Avenue Denver CO 80216	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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EXHIBIT C – CITY’S WORK

1. Exterior Lighting – City will add perimeter down-lights to evenly light the perimeter of the building and increase lit area of the parking lot by March 31, 2022.
2. Guest Laundry - City will procure 6-8 washers and dryers, design infrastructure, and hook up said appliances by December 31, 2021.
3. Restroom Stall Doors – City will procure and install doors for 26 women’s restroom stalls by March 31, 2022. The 26 restroom stalls are located on the north and south sides of the building.