

## **AMENDATORY AGREEMENT**

**[Original Agreement City Contract Number: 202262799]**

**THIS AMENDATORY AGREEMENT** (this “Amendment”) is made and entered into as of the Effective Date (as defined below) by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (“City”), and **COLORADO VILLAGE COLLABORATIVE**, a Colorado non-profit corporation, whose address is 3264 Larimer Street, Unit D, Denver, CO 80205 (“CVC” and sometimes referred to herein, together with the City, as the “Parties” or each individually as a “Party”).

### **WITNESSETH:**

**WHEREAS**, the Parties entered into that certain Funding Agreement, dated May 12, 2022, relating to (i) the establishment of a tiny home village (the “Project”) located at 4121 Monroe Street (formerly known as 4201 Monroe Street) in the City and County of Denver, State of Colorado, as more particularly described in the Funding Agreement (the “Initial Project Area”), and (ii) the funding and delivery of a sanitary sewer line serving the Initial Project Area (the “Sewer Improvements”). As used herein, the term “Funding Agreement” shall mean the original Funding Agreement described above, as amended by this Amendment.

**WHEREAS**, in furtherance of the Project, CVC and the City have entered into the Agreement, dated March 10, 2022 (the “Revocable License”).

**WHEREAS**, pursuant to the terms of the Revocable License, CVC has exercised an option to expand the Project site to include property known as 4001 Monroe Street, Denver, Colorado (the “Expanded Project Site”) to include and encompass the land described in Exhibit A-1 attached hereto, and to document such actions, CVC and the City have entered into the Amendatory Agreement, dated January 4, 2023 (which Amendatory Agreement, together with the original Revocable License, is referred to herein as the “Amended License”).

**WHEREAS**, the Parties have agreed to provide additional funding to allow CVC to extend and make certain additional improvements to the Expanded Project Site, including improvements to the original Sewer Improvements (the “Additional Site Improvements”).

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Completion of Additional Site Improvements. The Additional Site Improvements are described in a general way on Exhibit B-1 attached to this Amendment (the “Plans”). CVC shall be responsible for all aspects of the design, funding, construction, use, repair, maintenance, and replacement of the Additional Sewer Improvements and shall cause the same to be constructed in accordance with the Plans and in compliance with all terms and conditions set forth in the original Funding Agreement, including, without limitation, the terms and requirements set forth in Section 2 of the Funding Agreement. All references in the Funding Agreement to the term “Sewer Improvements” shall be deemed to refer, incorporate, and include the Additional Sewer Improvements described in this Amendment. As required by applicable law, CVC shall ensure that a Payment Bond is obtained to cover all work taking place on the Expanded Project Site or otherwise in connection with the design and construction of the Additional Sewer Improvements. CVC shall complete the Additional Site Improvements on or before December 31, 2023.

2. Fixed Payments by the City. Section 3 of the Agreement is hereby amended to read, in its entirety, as follows:

The City shall make a contribution towards the costs incurred by CVC to complete the Work in an amount equal to the lesser of (i) the Actual Cost (as hereinafter defined) of the Sewer Improvements, or (ii) \$140,000.00 (referred to herein as the “City’s Contribution”). The City shall also make a fixed contribution in the amount of \$500,000.00 (the “Additional Funds”) for the Actual Costs incurred by CVC to complete the Additional Site Improvements. The City shall advance the City’s Contribution and the Additional Funds to reimburse CVC for expenses incurred for the Work or the Additional Site Work, as applicable, within sixty (60) days after receipt by the City of a written invoice. As use herein, the term “Actual Cost” shall mean the actual and direct out-of-pocket costs incurred by CVC and paid to third parties to design, construct, and complete the Sewer Improvements and the Additional Site Improvements to the Expanded Project Site. All Work and/or Additional Site Work on the sanitary sewer facilities within

the Expanded Project Site shall require the issuance of a Letter of Acceptance (LOA) from the City. As used herein, the term “Letter of Acceptance” or “LOA” shall mean a written document executed by the Manager, or his designee, confirming that the Sewer Improvements and Additional Site Improvements have been completed in accordance with the standards set forth herein as determined by the Manager in his discretion. CVC shall provide invoices and other documents and information reasonably necessary for the City to monitor and determine the status of the Work and the Additional Site Improvements and to calculate and determine the Actual Cost incurred in connection therewith. In no event shall the City be obligated to contribute any amount in excess of \$640,000.00 (the sum of the City’s Contribution plus the Additional Funds specified herein) (the “Maximum Contract Amount”) in the event that the Actual Cost incurred by CVC exceeds such Maximum Contract Amount or for any other reason.

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Amendatory Agreement will not be 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. No subsequent novation, renewal, addition, deletion, or other amendment to this Funding Agreement shall have any force or effect unless embodied in a written amendment to this Funding Agreement properly executed by the Parties; provided that the City’s Director of Real Estate shall have the authority as a representative of the City to execute agreements on behalf of the City which make only technical, minor, or non-substantive changes to the Funding Agreement. As used herein, the “Effective Date” shall mean the date set forth on the signature page for the City.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

FINAN-202367259-01/ FINAN-202262799-01  
COLORADO VILLAGE COLLABORATIVE

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:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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**Contract Control Number:**  
**Contractor Name:**

FINAN-202367259-01/ FINAN-202262799-01  
COLORADO VILLAGE COLLABORATIVE

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Contract Control Number:** FINAN-202367259-01/ FINAN-202262799-01 **Contractor Name:**  
COLORADO VILLAGE COLLABORATIVE

By: 

Name: Denise de Percin

(please print)

Title: Chief Executive Officer

(please print)

ATTEST: [if required]

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

(please print)

Title:

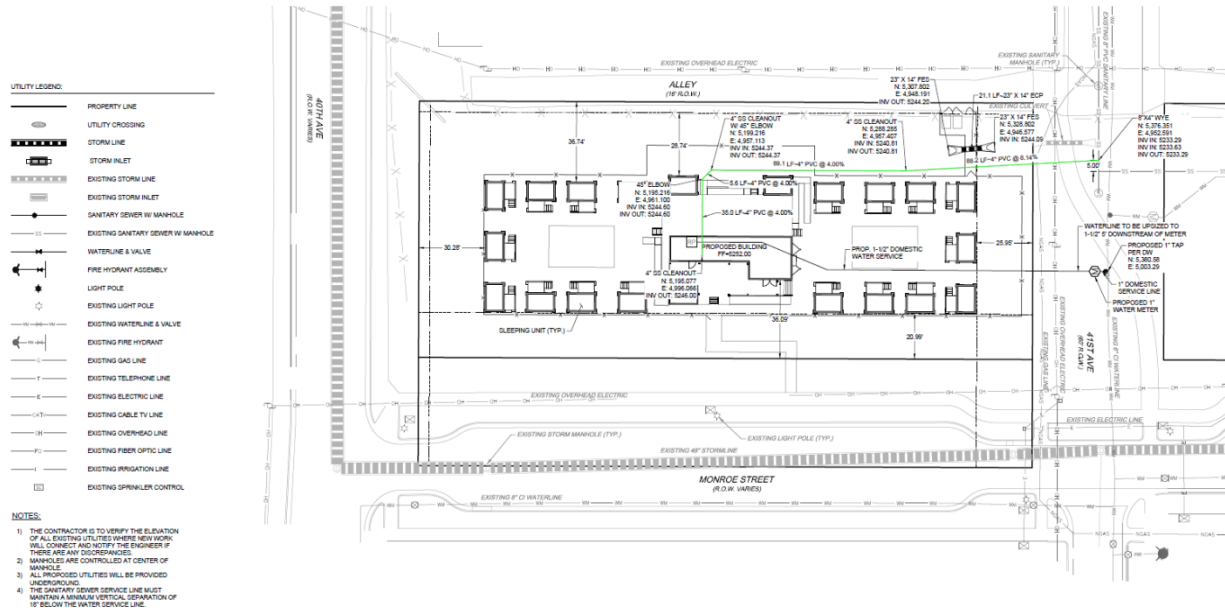
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(please print)

## EXHIBIT A-1

### Expanded Project Site – 4001 N. Monroe Street, Denver, CO 80216 Original Site - located at 4121 Monroe Street (formerly known as 4201 Monroe Street)

Green line shows the proposed sewer line connection.



## **EXHIBIT B-1**

### **Plans – 4001 N. Monroe Street, Denver, CO 80216**

#### *Additional Site Improvements*

- Utilities - Disconnect at old site and install at new site including electrical, water, and construction/extension of sanitary sewer. The sanitary sewer line work is shown on the attached Utility Plan for the Expanded Project Site.
- Prepare Community Building for transport and move
- Prepare and move tiny homes / structures / decks / miscellaneous materials from 2251 E 37<sup>th</sup> Ave
- Anchor structures
- Build new deck
- Site work and grading
- Fencing
- Storage of materials as necessary during move
- Overall project management of the village relocation
- Design, engineering, permitting fees