

**WHEN RECORDED MAIL TO:**

Attention: Julianne Stern  
201 W. Colfax Ave., Dept. 204  
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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**AMENDMENT AND MODIFICATION AGREEMENT**

**THIS AMENDMENT AND MODIFICATION AGREEMENT** is made and entered into as of the date set forth below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **THE DELORES PROJECT**, a Colorado non-profit corporation, whose address is P.O. Box 1406 Denver, Colorado 80201 (“Contractor”) (together, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into that certain Agreement dated November 7, 2006, relating to a loan of \$700,000 (the “Loan Agreement”) to finance certain improvements to a facility to house individuals experiencing homelessness (the “2007 Facility”); and

**WHEREAS**, Contractor executed that certain deed of trust (the “Deed of Trust”) for the benefit of the City, dated May 24, 2007, and recorded on May 24, 2007 at Reception No. 2007082141 of the records of City and County of Denver, State of Colorado, and encumbering the property described on **Exhibit A** hereto and formerly known and numbered as 1290-1292 King Street, Denver, Colorado and now known and numbered as 1290 North King Street, Denver, Colorado, 1299 North Knox Court, Denver, Colorado and 345 West 13<sup>th</sup> Street, Denver, Colorado (the “Property”); and

**WHEREAS**, the Deed of Trust secures the repayment of the indebtedness evidenced by that certain Promissory Note in the amount of \$700,000 dated May 24, 2007 (the “Note”); and

**WHEREAS**, the Contractor intends to redevelop the property to build affordable housing and a new facility to house people experiencing homelessness (the “New Facility”); and

**WHEREAS**, in furtherance of such redevelopment, the Contractor intends to lease the Property to Arroyo Village Apartments LLLP, a Colorado limited liability limited partnership (“AVA”), which will own the affordable housing improvements and the New Facility (the “Ground Lease”), and the Contractor will lease the New Facility from AVA (the “Master Lease”); and

**WHEREAS**, the Parties wish to modify the terms and conditions of the Loan Agreement, Note, Deed of Trust, and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”), to amend certain terms of the Loan Documents and the City’s collateral;

**NOW, THEREFORE**, in consideration of the premises herein contained and other good and valuable consideration, the adequacy of which is acknowledged, the Parties hereby modify the Loan Documents as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Documents.

2. The City hereby consents to the use of the New Facility in satisfaction of the requirements set forth in Section 3 of the Loan Agreement.

3. Section 4 of the Loan Agreement entitled “**PROMISSORY NOTE/ DEED OF TRUST**” is hereby amended to insert the following sentences:

“The repayment of the Promissory Note and compliance with the terms and conditions of this Loan Agreement shall also be secured by a covenant in form satisfactory to the City (“Covenant”), setting forth the limitations described below, which shall be recorded in the real estate records of the City and County of Denver and which shall constitute a covenant running with the land. The Covenant shall encumber the New Facility until May 24, 2037.

Contractor shall execute a Covenant, the following restriction on use of the Property: the Property shall include a structure or part of a structure that shall be used as shelter and housing for, and provide services to, homeless persons until May 24, 2037. The Covenant shall be recorded and which shall constitute a covenant running with the land. Violation of said Covenant shall be enforceable as an event of default pursuant hereto.”

4. Section 6 of the Loan Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby amended as follows:

“In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. Upon receipt of the following documents, the City shall release the Deed of Trust so long as the following documents are in a form satisfactory to the City Attorney and Contractor is not then in default of its obligations pursuant to the Loan Agreement, the Promissory Note, or the Deed of Trust:

- a. The executed Ground Lease by and between the Contractor and AVA;
- b. The executed Master Lease by and between AVA and the Contractor;
- c. The executed Leasehold Deed of Trust from the Contractor for the benefit of the City;
- d. The executed Covenant from the Contractor for the benefit of the City; and
- e. The executed Subordination, Non-Disturbance, and Attornment Agreement for the benefit of the Contractor.

6. The Director of DHND or permitted designee, is authorized to execute documents necessary to consent to the conversion of the Property into condominium units and to amend the Leasehold Deed of Trust so long as (a) such documents are in a form satisfactory to the City Attorney; and (b) Contractor is not then in default of its obligations pursuant to the Loan Agreement, Leasehold Deed of Trust, the Covenant, or the Note.

7. Effective as of the date of the release of the Deed of Trust, the Loan Documents all references to “Deed of Trust” shall be amended to read “Leasehold Deed of Trust”.

8. Upon the acquisition of the New Facility by the Contractor and termination of the Master Lease, the Director of the City’s Office of Economic Development or permitted designee, is authorized to execute documents necessary to release the Leasehold Deed of Trust and record a new deed of trust and covenant encumbering the New Facility so long as (a) such documents are in a form satisfactory to the City Attorney; and (b) Contractor is not then in default of its obligations pursuant to the Loan Agreement, the Promissory Note, the Covenant, or the Leasehold Deed of Trust.

9. Contractor consents to the use of electronic signatures by the City. The Agreement, 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 Agreement 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 Agreement 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.

**10.** The Loan Documents are amended to reflect the amended terms of the Loan Agreement.

**11.** Except as modified herein, the Loan Documents remain unmodified.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

**Contract Control Number:**

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:

By \_\_\_\_\_

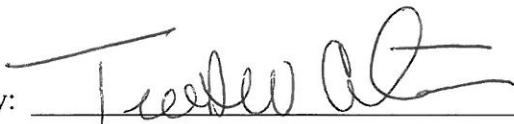
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: OEDEV-GE68003-01

Contractor Name: The Delores Project

By: 

Name: Terrell A. W. Curtis  
(please print)

Title: Executive Director  
(please print)

**ATTEST: [if required]**

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

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

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



**THE DELORES PROJECT**, a  
Colorado non-profit corporation  
IRS No. 20-1122039

By: Terrell Curtis

Title: Executive Director

**“CONTRACTOR”**

STATE OF COLORADO            )  
  ) ss.  
CITY & COUNTY OF DENVER    )

Acknowledged before me this 6<sup>th</sup> day of July, 2017, by Terrell Curtis as  
Executive Director of The Delores Project.

Witness my hand and official seal.

My commission expires: August 27 2020

Heather Orem  
Notary Public

**HEATHER OREM  
NOTARY PUBLIC  
STATE OF COLORADO**



## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

The following real estate located in the City and County of Denver, Colorado:

Parcel 1:

Lots 1 and 2,  
Block 2,  
Villa Park,  
City and County of Denver,  
State of Colorado.

Parcel 2:

Lots 3 through 11, inclusive  
Block 2, together with the East half of vacated King Street  
adjacent to Lots 5 through 11, inclusive,  
and that portion of said East half adjacent to Lot 4,  
Block 2 lying South of a line 78 feet South of and parallel  
with the South line of West 13th Avenue,  
said King Street vacated by Ordinance No. 82, Series of 1975,  
recorded March 19, 1975 in Book 1026 at Page 351,  
Villa Park,  
City and County of Denver,  
State of Colorado.