

THIRD REVIVAL AND AMENDATORY LEASE AGREEMENT

THIS THIRD REVIVAL AND AMENDATORY LEASE AGREEMENT (“Third Lease Amendment”) is made and entered into this _____ day of _____, 2020, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and the **Archdiocese of Denver**, a Colorado corporation sole (“Archdiocese” whose address is 1300 S. Steele Street, Denver, Colorado 80210, as trustee for the benefit of Our Lady of Guadalupe Parish (“Parish”), whose address is 1209 W. 36th Avenue, Denver, Colorado (Archdiocese and Parish generally referred to below as “Lessee”).

WITNESSETH:

WHEREAS, The City and the Lessee entered into an Agreement dated August 23, 1995 and amended November 3, 2000 and further amended with a Second Revival and Amendatory Lease Agreement dated April 6, 2010, (the “Lease”) to permit certain city-owned vacant real property located at the southeast corner of 36th Street and Kalamath Street, Denver, Colorado (the “Leased Property”) , to be used by the Parish as a parking area to accommodate parishioners, guests and other invitees of the Parish for Mass and other Parish events and gatherings; and

WHEREAS, the Second Revival and Amendatory Lease Agreement expired on December 31, 2019, and the Lessee has remained in possession of the Leased Property and continues to use said property in a manner consistent with the Lease; and

WHEREAS, The City and the Lessee wish to revive and amend the Lease to extend the term of the Lease for an additional ten years;

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

1. Article 2 of the Lease, entitled “**TERM**”, is amended to read as follows:

“**2. TERM:** The term of this Lease and Agreement shall begin on January 1, 1995, and expire on December 31, 2029, unless sooner terminated pursuant to the terms of this Lease and Agreement.”

2. Article 3 of the Lease, entitled **RENT** , is amended to read as follows:

“**3. RENT:** Upon final approval and mutual execution of this Third Lease Amendment, Lessee shall pay to the City for the rent of the Leased Premises during the extended term consisting of the period January 1, 2020 through December 31, 2029, the sum of \$10.00 (TEN DOLLARS) , payable to the Manager of Revenue on date of commencement of this Third Lease Amendment. With Lessee’s payment of said additional \$10.00 amount, the total sum payable and paid under this Lease shall equal \$34.00 (THIRTY-FOUR DOLLARS).”

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

SIGNATURE PAGES FOLLOW

Contract Control Number:
Contractor Name:

FINAN-202054858-03/ALF: RC45009-03
ARCHDIOCESE OF DENVER

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-202054858-03/RC45009-03
ARCHDIOCESE OF DENVER

By: **** see attached signature page****

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

FINAN-202054858-03/RC45009-03
ARCHDIOCESE OF DENVER

By: Keith A. Parsons

Keith A. Parsons as Attorney-in-Fact
for Samuel J. Aquila, Archbishop

Name: Keith A. Parsons
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)