

FIRST AMENDMENT AND MODIFICATION AGREEMENT

THIS FIRST AMENDMENT AND MODIFICATION AGREEMENT (the “Amendment”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (“City”), and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF ARCHDIOCESE OF DENVER, INC.**, a Colorado nonprofit corporation, whose address is 6420 Smith Road, Denver, CO 80216, each individually a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, Borrower and the City entered into a loan agreement dated April 20, 2004, relating to a federally-funded loan to Borrower in the principal amount of \$600,000.00 (the “Loan Agreement”); and

WHEREAS, Borrower executed and recorded a Deed of Trust for the benefit of the City, dated May 1, 2004 and recorded on May 14, 2004, at Reception No. 2004105904 of the real property records of the City and County of Denver (the “Deed of Trust”), encumbering the real property described on **Exhibit A**, attached hereto and incorporated herein, also known and numbered as 3001 South Federal, Boulevard, Denver, Colorado (the “Property”); and

WHEREAS, the Deed of Trust was to secure the repayment of the indebtedness evidenced by Borrower’s promissory note dated May 1, 2004 (the “Note”); and

WHEREAS, the performance of Borrower’s obligations pursuant to the Loan Agreement is further secured by a Rental and Occupancy Covenant dated May 1, 2004, and recorded May 14, 2004 at Reception No. 2004105905 of the real property records of the City and County of Denver (the “Covenant”), which also encumbers the Property; and

WHEREAS, the Loan Agreement, Deed of Trust, Note and Covenant are collectively referred to as the “Loan Documents”; and

WHEREAS, since the execution of the Loan Agreement, the City has reorganized the responsibilities of its departments and has transferred the responsibility for overseeing housing loans from the Housing and Neighborhood Development Services Division (“HNDS”) to the Department of Housing Stability (“HOST”); and

WHEREAS, the Parties wish to amend and modify the terms and conditions of the Loan Documents as more particularly described herein.

NOW THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. All references to the "Housing and Neighborhood Development Services Division" and "HNDS" in the Loan Documents shall be replaced to read "Department of Housing Stability" and "HOST," respectively.

2. Section 3 of the Loan Agreement entitled "**SUBORDINATION**" is deleted in its entirety and replaced with the following:

"3. **SUBORDINATION**: The Executive Director, or the Executive Director's designee (the "Executive Director"), of the City's Department of Housing Stability ("HOST") is authorized to execute documents necessary to subordinate the lien of the City's Deed of Trust so long as (i) the subordination agreement is substantially in the form attached hereto as **Exhibit B**; (ii) encumbrances prior to the City's Deed of Trust do not exceed Four Million Dollars and NO/100 (\$4,000,000.00); and (iii) Borrower is not then in default of its obligations pursuant to this Loan Agreement, the Promissory Note, the Deed of Trust or the Covenant."

3. Section 6.C. of the Loan Agreement entitled "**Covenant Running with the Land**" is deleted in its entirety and replaced with the following:

"C. **Covenant Running with the Land**. Borrower shall execute a covenant in a form satisfactory to the City (the "Covenant"), setting forth the rental and occupancy limitations described in subsections A. and B. above, 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 Property for a period of thirty (30) years beginning on May 14, 2004, which is the date the Covenant was recorded. After the first 20-year period of the Covenant has lapsed, Borrower will have satisfied the HUD and HOME Program requirements for the HOME Units and Low HOME Units; however, the units will remain encumbered by and subject to the affordability restrictions of this

Agreement for the remaining ten (10) year term of the Covenant. Violation of the Covenant is enforceable as an event of default.”

4. Section 16 of the Loan Agreement entitled “**EXAMINATION OF RECORDS / ANNUAL MONITORING**” is deleted in its entirety and replaced with the following:

“16. **EXAMINATION OF RECORDS AND AUDITS / REPORTING REQUIREMENTS / ANNUAL MONITORING AND INSPECTIONS:**

A. Examination of Records and Audits: 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 Borrower’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Borrower 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 Loan Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Loan Agreement, 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 Borrower to make disclosures in violation of state or federal privacy laws. Borrower shall at all times comply with D.R.M.C. 20-276.

B. Required Information and Reports. Borrower shall submit to the City the following information and reports on HOST approved forms or online system: (1) annual compliance statement; (2) report on rents and occupancy of HOME Units and Low HOME Units to verify compliance

with affordability requirements in Section 6 and other requirements of this Agreement; (3) data on evictions, terminations of tenancies, or tenancies not renewed for individuals residing in HOME Units and Low HOME Units; (4) reports (including financial reports) that enable the City to determine the financial condition and continued financial viability of the rental project; (5) for floating units, reports on unit substitution and filling vacancies to ensure that the Property maintains the required unit mix; and (6) template lease agreements for HOME Units and Low HOME Units. The report required by subsection (2) of this Section shall include, but not be limited to, information related to monthly rent amount, lease term, household size, total annual household income, and race and other demographic information. The reports and information required by this Section shall be due within thirty (30) days of the City making a request for such reports and information. The failure to submit the reports and information requested by the City within thirty (30) days of the City's request shall be considered a default of this Agreement. Borrower shall maintain (i) records evidencing the income of each family occupying a HOME Units and Low HOME Units, and (ii) a copy of the lease pursuant to which each HOME Units and Low HOME Units is occupied.

C. Access and Inspections. For the purposes of assuring compliance with the Loan Agreement, the City shall have the reasonable right of access to the Property, without charges or fees, during the period of affordability set forth in Section 6. During the period of affordability, the City shall be entitled to conduct annual physical inspections of the Property. Borrower shall fully cooperate with the City in an annual monitoring of Borrower's performance and site inspection to verify compliance with the requirements of this Agreement."

5. Section 18 of the Loan Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT**" is deleted in its entirety and replaced with the following:

“18. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

6. A new Section 28 titled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**,” is added to the Loan Agreement to read as follows:

“28. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Subrecipient consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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.”

7. The form subordination agreement, attached hereto as **Exhibit B**, is incorporated into the Loan Agreement as an exhibit thereto.

8. Borrower agrees to cause Mount Loretto, LLC, a Colorado limited liability company, to execute an amendment to the Covenant to reflect the amended terms of this Loan Agreement.

9. Except as herein amended, the Loan Documents continues in effect, and is affirmed and ratified in each and every particular.

10. This Amendment 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.

List of Exhibits

Exhibit A – Legal Description

Exhibit B – Form of Subordination Agreement

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

HOST-202475135-01 / GE3A092-01
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:
Contractor Name:

HOST-202475135-01 / GE3A092-01
CATHOLIC CHARITIES AND COMMUNITY SERVICES
OF THE ARCHDIOCESE OF DENVER, INC.

By: See attached signature page

Name: See attached signature page
(please print)

Title: _____
(please print)

ATTEST: [if required]

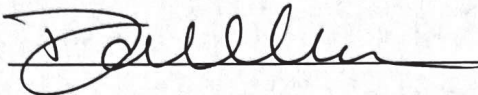
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

HOST-202475135-01 / GE3A092-01
CATHOLIC CHARITIES AND COMMUNITY SERVICES
OF THE ARCHDIOCESE OF DENVER, INC.

By: 

Name: DARREN WALSH
(please print)

Title: PRESIDENT & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION - MT LORETTO PROJECT

A parcel of land being a portion of the SW1/4 of Section 32, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Southwest 1/4 of Section 32;
thence Westerly along the North line of said Southwest 1/4 a distance of 55.00 feet to a point on the Westerly right-of-way of Federal Boulevard as recorded in the Clerk and Recorder's office of the City and County of Denver in Book 1521 at Page 69;
thence Southerly on a deflection angle to the left of 89°27'30", along said Westerly right-of-way, a distance of 12.08 feet to the point of Beginning;
thence Westerly along the southerly right-of-way of a 41.00-foot wide access easement recorded in the Clerk and Recorder's office of the City and County of Denver in Book 528 at Page 7, the following five (5) courses:
1) thence on a deflection angle to the right of 92°87'15", a distance of 131.14 feet to a point of curvature;
2) thence on a curve to the left having a central angle of 60°17'44", a radius of 136.75 feet, an arc length of 143.91 feet to a point of tangent;
3) thence along said tangent a distance of 253.09 feet to a point of curvature;
4) thence along a curve to the right having a central angle of 62°12'53", a radius of 323.00 feet, an arc length of 350.73 feet to a point of tangent;
5) thence along said tangent a distance of 528.42 feet to a point on a curve on the Easterly right-of-way of South Irving Street as recorded in the Clerk and Recorder's office of the City and County of Denver by Reception No. 137504;
thence Southerly along said Easterly right-of-way the following three (3) courses:
1) thence on a curve to the left having a central angle of 38°56'23", a radius of 15.00 feet, an arc length of 10.19 feet, the chord of said curve deflects to the left 61°56'04" from the previously mentioned course, to a point of tangent;
2) thence along said tangent a distance of 37.98 feet to a point of curvature;
3) thence along a curve to the right having a central angle of 08°30'49", a radius of 160.0 feet, an arc length of 23.77 feet, to a point on the Northerly boundary of Loretto Heights Village as recorded in the Clerk and Recorder's office of the City and County of Denver by Reception No. 004688;
thence Easterly on a deflection angle of 102°38'02" from the chord of the previously described curve, a distance of 210.88 feet to a point on the Northerly boundary of Magdalene Gardens;
thence along the previously described course and along the Northerly boundary of said Magdalene Gardens, a distance of 982.50 feet to a point on said Westerly right-of-way of Federal Boulevard;
thence Northerly along said Westerly right-of-way of Federal Boulevard, being 55.00 feet distant and parallel, when measured at right angles, with the East line of said Southwest 1/4 a distance of 547.40 feet to the Point of Beginning,
City and County of Denver,
State of Colorado.

Exhibit B

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") dated this ___ day of _____, 2024, is made between the **CITY AND COUNTY OF DENVER, COLORADO** a municipal corporation of the State of Colorado, the present holder of a certain deed of trust, whose address is Department of Housing Stability, 201 W. Colfax Ave., Dept. 615, Denver, Colorado 80202 (the "Junior Lender") and **COLORADO AFFORDABLE CATHOLIC HOUSING CORPORATION**, a Colorado nonprofit corporation, whose address is 6240 Smith Road, Denver, CO 80216 (the "Senior Lender").

PRELIMINARY STATEMENTS

A. The Junior Lender has made a loan to **MOUNT LORETTO LLC**, a Colorado limited liability company (the "Borrower") in the principal amount of \$600,000.00, evidenced by that certain Promissory Note, dated as of May 1, 2004, made by the Borrower and payable to the Junior Lender and secured by that certain Deed of Trust (the "Junior Deed of Trust") made as of May 1, 2004 and recorded on May 14, 2004 at Reception No. 2004105904 of the real property records in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, encumbering the following described property (the "Mortgaged Property"):

SEE ATTACHMENT A

B. The Senior Lender plans to grant Borrower a loan of \$950,000.00, which loan will be evidenced by a Promissory Note ("Senior Note") in like amount and secured by a deed of trust ("Senior Deed of Trust") which will cover and encumber all or part of the Mortgaged Property (the Senior Note together with the Senior Deed of Trust and all other documents evidencing, securing, or executed with the Senior Obligations (defined below) are collectively the "Senior Loan Documents"); and the Senior Deed of Trust is to be recorded in the records of the office of the Clerk and Recorder of the City and County of Denver, State of Colorado.

C. It is the desire of the parties and to the mutual benefit of all parties that the lien of the Junior Deed of Trust be subordinated to the lien of the Senior Deed of Trust.

AGREEMENT

For and in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Junior Deed of Trust. As used herein, the following terms shall have the meanings assigned to them:

"Junior Obligations" means each and every debt, liability and obligation of every type and description that the Borrower may now or at any time hereafter owe to the Junior Lender in connection with the Junior Deed of Trust, whether such debt, liability or

obligation now exists or is hereafter assumed, created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent..

"Senior Obligations" means each and every debt, liability and obligation of every type and description that the Borrower may now or at any time hereafter owe to the Senior Lender in connection with the Senior Deed of Trust, up to the maximum amount of \$950,000.00, whether such debt, liability or obligation now exists or is hereafter assumed, created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent.

2. Subordination. The Junior Lender hereby agrees that (regardless of any priority otherwise available to the Junior Lender by law or by agreement) any security interest that the Junior Lender might now hold in the Mortgaged Property, is fully subordinate to any security interest that the Senior Lender may now or hereafter hold in the Mortgaged Property up to the maximum amount of \$950,000.00.

3. Collateral and Security Interest. Until all of the Senior Obligations have been paid in full, the Junior Lender shall not demand, receive or accept, except as otherwise provided in this Agreement (i) a pledge of any of the Mortgaged Property as security for the Junior Obligations, or (ii) a grant of any security interest or any other right or interest in any of the Mortgaged Property.

4. Payments Before Default Under Senior Loan Documents. Until the Junior Lender receives notice from the Senior Lender that a default has occurred in connection with the Senior Loan Documents as set forth in Section 8 herein, the Junior Lender shall be entitled to retain for its own account all payments made in connection with the Junior Obligations.

5. Waiver and Consent. The Senior Lender shall have no obligation to the Junior Lender with respect to the Mortgaged Property or the Senior Obligations. The Senior Lender may in accordance with the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Mortgaged Property, (c) in the Senior Lender's name or in the Borrower's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Mortgaged Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Mortgaged Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Mortgaged Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Mortgaged Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

6. No Action. Except to the extent that Junior Lender obtains Senior Lender's permission pursuant to the following sentence, the Junior Lender will not commence any action or proceeding with respect to the Mortgaged Property or against the Borrower, will not take possession of, sell or dispose of, or otherwise deal with, the Mortgaged Property, and will not exercise or enforce any other right or remedy that may be available to the Junior Lender against the Borrower or with respect to the Mortgaged Property upon Borrower's default with respect to the Junior Obligations or Junior Deed of Trust, without the Senior Lender's prior written consent, which shall not be unreasonably withheld or delayed.

7. Notice of Default to Senior Lender. Any notice provided to Borrower by the Junior Lender of any default under the Junior Deed of Trust shall also be sent to Senior Lender.

8. Notice of Default to Junior Lender. Senior Lender shall deliver to the Junior Lender a default notice within ten business days in each case where Senior Lender has given a default notice to the Borrower. The Junior Lender shall have the right, but not the obligation, to cure any default under the Senior Loan Documents within the same time, and the same manner, as the Borrower pursuant to the Senior Loan Documents. All amounts paid by the Junior Lender to Senior Lender to cure a default under the Senior Loan Documents shall be deemed to have been advanced by the Junior Lender pursuant to, and shall be secured by the lien of, the Junior Deed of Trust.

9. No Representations or Warranties. Neither the Junior Lender nor the Senior Lender (i) makes any representation or warranty concerning the Mortgaged Property or the validity, perfection or (except as to the subordination effected hereby) priority of any security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of or otherwise realize upon any of the Mortgaged Property.

10. Binding Effect; Miscellaneous. This Agreement shall be binding upon the Junior Lender and its respective successors and assigns and shall inure to the benefit of the Senior Lender and its participants, successors and assigns, but neither the Borrower nor any other secured party shall be entitled to rely on or enforce this Agreement. This Agreement cannot be waived or changed or ended, except by a writing signed by the party to be bound thereby. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Colorado. Each party consents to the personal jurisdiction of the state and federal courts located in the State of Colorado in connection with any controversy related to this Agreement, waives any argument that venue in any such forum is not convenient, and agrees that any litigation initiated by either of them in connection with this Agreement shall be venued in the City and County of Denver. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The Junior Lender waives notice of the Senior Lender's acceptance hereof.

11. Notice. Any notice required under this Agreement shall be deemed to have been given when mailed by certified mail, return receipt requested, or by overnight express mail or courier service, to the addresses of the Junior Lender or the Senior Lender, as the case may be, set out in the first paragraph of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first written above.

“JUNIOR LENDER”

CITY AND COUNTY OF DENVER, a Colorado Municipal Corporation

By: _____

Title: _____, Department of Housing Stability

State of Colorado)
) ss.
County of)

The foregoing instrument was subscribed to and acknowledged before me this ____ day of _____, 2024, by _____ as _____ of the Department of Housing Stability for the City and County of Denver, a municipal corporation of the State of Colorado, for and on behalf of the City.

Witness my hand and official seal.
My commission expires: _____.

Notary Public

ATTACHMENT A

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 32;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 55.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF FEDERAL BOULEVARD AS RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER IN BOOK 1521 AT PAGE 69;

THENCE SOUTHERLY ON A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 27 MINUTES 30 SECONDS, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 12.08 FEET TO THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF A 41.00-FOOT WIDE ACCESS EASEMENT AS RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER IN BOOK 528 AT PAGE 7, THE FOLLOWING FIVE (5) COURSES:

1) THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 92 DEGREES 87 MINUTES 15 SECONDS, A DISTANCE OF 131.14 FEET TO A POINT OF CURVATURE;

2) THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 60 DEGREES 17 MINUTES 44 SECONDS, A RADIUS OF 136.75 FEET, AN ARC LENGTH OF 143.91 FEET TO A POINT OF TANGENT;

3) THENCE ALONG SAID TANGENT A DISTANCE OF 253.09 FEET TO A POINT OF CURVATURE;

4) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 62 DEGREES 12 MINUTES 53 SECONDS, A RADIUS OF 323.00 FEET, AN ARC LENGTH OF 350.73 FEET TO A POINT OF TANGENT;

5) THENCE ALONG SAID TANGENT A DISTANCE OF 528.42 FEET TO A POINT ON A CURVE ON THE EASTERLY RIGHT-OF-WAY OF SOUTH IRVING STREET AS RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER BY RECEPTION NO. 137504;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1) THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 56 MINUTES 23 SECONDS, A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 10.19

FEET, THE CHORD OF SAID CURVE DEFLECTS TO THE LEFT 61 DEGREES 56 MINUTES 04 SECONDS FROM THE PREVIOUSLY MENTIONED COURSE, TO A POINT OF TANGENT;

2) THENCE ALONG SAID TANGENT A DISTANCE OF 37.99 FEET TO A POINT OF CURVATURE;

3) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08 DEGREES 30 MINUTES 49 SECONDS, A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 23.77 FEET, TO A POINT ON THE NORTHERLY BOUNDARY OF LORETTO HEIGHTS VILLAGE AS RECORDED IN THE CLERK AND RECORDERS OFFICE OF THE CITY AND COUNTY OF DENVER BY RECEPTION NO. 004688; THENCE EASTERLY ON A DEFLECTION ANGLE OF 102 DEGREES 38 MINUTES 02 SECONDS FROM THE CHORD OF THE PREVIOUSLY DESCRIBED CURVE, A DISTANCE OF 210.88 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF MAGDALENE GARDENS;

THENCE ALONG THE PREVIOUSLY DESCRIBED COURSE AND ALONG THE NORTHERLY BOUNDARY OF SAID MAGDALENE GARDENS, A DISTANCE OF 982.50 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF FEDERAL BOULEVARD;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF FEDERAL BOULEVARD, BEING 55.00 FEET DISTANT AND PARALLEL, WHEN MEASURED AT RIGHT ANGLES, WITH THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 547.40 FEET TO THE POINT OF BEGINNING.

Also known as: 3101 S FEDERAL BLVD, DENVER, CO 80236