

LEASE AMENDMENT AND RENEWAL AGREEMENT

THIS LEASE RENEWAL is made and entered into as of January _____, 2025, by and between the **Archdiocese of Denver**, a Colorado corporation sole, (the "**Archdiocese**") as trustee and for the benefit of **St. John the Baptist Catholic Parish**, Longmont, Colorado, a public juridic person under the 1983 Code of Canon Law of the Roman Catholic Church, the ("**Parish**") (together, the Archdiocese and the Parish are referred to herein as "**Lessor**"), and the **City of Longmont** ("**Lessee**") and refers to the Agreement between the parties dated January 1, 2020 for the premises identified as the western portion of parish parking lot consisting of 49 spaces accessed from Emery St., between 3rd and 4th Avenue and outlined in yellow as indicated on the attached Schedule A and specifically Lots 1,2 and 3, St. John the Baptist Church, Minor Subdivision, County of Boulder, State of Colorado. (the "**Premises**").

RENEWAL AND EXTENSION

The parties wish to modify and extend the term of the Lease. Therefore, the following paragraphs in the Lease are revised to read as follows:

4. **Term.** Tenant may have and hold the Premises with all its appurtenances beginning January 1st, 2025, until December 31, 2029. A 60-day advance notice, in writing, from either Tenant or Landlord to the other party will be required to terminate or modify this lease in any other way.

3. **Rent.** Rent for this term is to be paid monthly. The monthly rate for each year is as follows:

2025 = \$20,580.00 a year, paid monthly at \$1,715.00
2026 = \$21,315.00 a year, paid monthly at \$1,776.25
2027 = \$22,050.00 a year, paid monthly at \$1,837.50
2028 = \$22,785.00 a year, paid monthly at \$1,898.75
2029 = \$23,520.00 a year, paid monthly at \$1,960.00

In all other respects, the terms of the parties' original Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and Renewal and Extension as of this day and year first set forth above.

LANDLORD :

The Archdiocese of Denver,
a Colorado corporation sole, in trust and for
the benefit of St. John the Baptist Catholic Parish

By: _____
Keith Parsons C.O.O., as Attorney-in-Fact for
Samuel J. Aquila, Archbishop

TENANT :

CITY OF LONGMONT

By: _____
Joan Peck, Mayor

Reviewed & Acknowledged by:
St. John the Baptist Catholic Parish,
a Colorado corporation sole

Fr. Humberto Marquez, Pastor

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 24-003273

ADDENDUM TO LEASE

PUBLIC LIABILITY INSURANCE: CITY shall maintain public liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence for the duration in which CITY rents or uses PARISH property and name PARISH as an additional insured on such policy of insurance. It is further agreed that CITY to the extent allowed by law, including the limits of CRS 24-10-101 et seq., agrees to protect, indemnify, defend and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by CITY or its employees, agents, members or officers.

WORKERS' COMPENSATION INSURANCE: CITY shall maintain workers compensation insurance as required by law.

ADDITIONAL INSURED: CITY will name the PARISH as an additional insured on its public liability insurance policy for the duration of CITY'S renting or using PARISH property for claims arising out of CITY'S operations or made by CITY'S employees, agents, guests, customers or invitees. CITY will provide proof to PARISH that the insurance requirements have been met as outlined in this contract.

NO WAIVER OF SUBROGATION: PARISH does not waive any rights of recovering against the CITY for damages that are covered by the PARISH'S property insurance coverage. CITY and PARISH agree that this addendum overrides any and all portions of previous agreements between CITY and PARISH that contain language in contradiction with this contract.

SEVERABILITY PROVISION: If any paragraph of this Addendum to Lease is deemed or is determined to be in conflict with local or state or national statutes, both CITY and PARISH agree that the portion of the Addendum to Lease which is in conflict with the laws will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

DATED as of the _____ day of January 2025.

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 24-003273

LESSOR:

ARCHDIOCESE OF DENVER

a Colorado corporation sole, as trustee and for the
benefit St. John the Baptist Catholic Parish, Longmont, CO

By _____

Keith Parsons, C.O.O., as attorney-in-fact for

Samuel J. Aquila, Archbishop

Schedule A: Areas of Parking Allowed for City of Longmont Employees, volunteers, guests and visitors.



St. John the Baptist Catholic Church Permitted Parking Area

There are 49 permit only spaces (highlighted in yellow) leased by the City of Longmont for employee parking. Please only park in the designated areas so the school has the area closest to the school.

St. John's is a private lot. Parking violators are subject to being towed.