

**TOWN OF MORRISON, COLORADO
BOARD OF TRUSTEES
ORDINANCE NO. 532**

AN ORDINANCE AMENDING ORDINANCE NO. 525, WHICH APPROVED THE LEASE OF TOWN-OWNED REAL PROPERTY, AND ORDINANCE NO. 528, WHICH EXTENDED THE LEASE'S DUE DILIGENCE PERIOD, TO FURTHER EXTEND THE LEASE'S DUE DILIGENCE PERIOD BY FORTY-SIX (46) DAYS

WHEREAS, the Town of Morrison (Town) is a Colorado home rule municipality operating under a Home Rule Charter approved by the electorate pursuant to Article XX of the Colorado Constitution and governed by its elected Board of Trustees (Board); and

WHEREAS, the Board has authority pursuant to the Home Rule Charter and C.R.S. § 31-16-101, *et seq.* to adopt and enforce all ordinances; and

WHEREAS the Board is authorized by section 13.3 of the Home Rule Charter to lease for such time as the Board shall determine any real or personal property to or from any person, firm, association, or corporation, public and private, governmental, or otherwise; and

WHEREAS, on December 20, 2022, the Board approved Ordinance No. 525, An Ordinance Approving a Lease of Town-Owned Real Property; and

WHEREAS the lease approved by Ordinance No. 525 conveys to the lessee, LivWell, XVII, LLC, a Colorado limited liability company (LivWell), a three (3) month Due Diligence Period, and this Due Diligence Period ended on March 20, 2023; and

WHEREAS Ordinance No. 528 extended the Due Diligence Period by forty-five (45) days, and this extended Due Diligence Period ends on May 4, 2023.

WHEREAS the Town and LivWell now seek to further extend this Due Diligence Period by an additional forty-six (46) days and the Board has cause to approve same.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Morrison, Colorado:

Section 1. Recitals Incorporated. The above foregoing recitals are incorporated herein by this reference.

Section 2. Second Amendment to Agreement for Lease. The Second Amendment to Agreement for Lease, attached hereto as **Exhibit A**, and fully incorporated herein by this reference, is hereby approved, and the Mayor and Town Clerk are authorized and directed to execute same, along with such other instruments as are necessary to implement its provisions.

Section 3. Severability. If any article, section, paragraph, sentence, clause or phrase of this ordinance, or the standards adopted herein is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of

this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or invalid.

INTRODUCED, READ, PASSED AND ADOPTED this 2nd day of May 2, 2023, by a vote of 5 ayes and 1 nays.



TOWN OF MORRISON:

Chris Wolfe, Mayor

ATTEST:

Ariana Neverdahl, Town Clerk

EXHIBIT A

TO

**TOWN OF MORRISON, COLORADO
BOARD OF TRUSTEES**

ORDINANCE NO. 532

**SECOND AMENDMENT TO AGREEMENT FOR LEASE
(between LivWell XVII, LLC, a Colorado limited liability
company, d/b/a LivWell and the Town of Morrison)**

SECOND AMENDMENT TO AGREEMENT FOR LEASE

THIS SECOND AMENDMENT TO AGREEMENT FOR LEASE (this “*Second Amendment*”) is entered into as of this 3rd day of May 2023 (the “*Second Amendment Effective Date*”), by and between LivWell XVII, LLC, a Colorado limited liability company, d/b/a LivWell (“*Lessee*”), and the Town of Morrison, Colorado, a Colorado municipality (“*Lessor*”), together with their permitted successors and assigns referred to as the “*Parties*.”

RECITALS

A. Lessor and Lessee entered into that certain Agreement for Lease dated December 20, 2022 (the “*Agreement*”), concerning that certain real property located in Jefferson County, State of Colorado, as more particularly described in the Agreement (the “*Property*”).

B. Lessor and Lessee have agreed to amend the Agreement pursuant to the terms and conditions of this Second Amendment. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, which are incorporated in and made part of this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Exhibit A, Due Diligence Period and Approvals. Section 1(a) to Exhibit A of the Agreement is hereby modified to extend the Due Diligence Period to June 18, 2023.
2. Other Terms. All other terms and conditions of the Agreement not specifically modified by this Second Amendment shall remain in full force and effect.
3. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original. Electronic and facsimile signatures shall be binding as if they were originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Second Amendment Effective Date.

LESSOR:

TOWN OF MORRISON, COLORADO,
a Colorado municipality

By: _____

Chris Wolfe, Mayor

LESSEE:

LIVWELL XVII, LLC,
A Colorado limited liability company

By: _____

Brett Novey, CEO

ATTEST:

By: _____

Ariana Neverdahl, Town Clerk

