

**TOWN OF MORRISON, COLORADO
BOARD OF TRUSTEES
ORDINANCE NO. 534**

**AN ORDINANCE AMENDING ORDINANCE NO. 525, WHICH APPROVED THE
LEASE OF TOWN-OWNED REAL PROPERTY, TO EXTEND THE LEASE'S DUE
DILIGENCE PERIOD BY SIXTY (60) DAYS, AND DECLARING AN EMERGENCY**

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 conveyed 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, on March 16, 2023, the Board approved Ordinance No. 528, which further extended the lease's Due Diligence Period to May 4, 2023; and

WHEREAS, on May 2, 2023, the Board approved Ordinance No. 532, which further extended the lease's Due Diligence Period to June 19, 2023; and

WHEREAS the Town and LivWell now seek to extend this Due Diligence Period by an additional forty-five (45) days, with conditions, 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. Third Amendment to Agreement for Lease. The Third 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.

Section 4. Emergency Declared; Effective Date. The Board of Trustees declares an emergency exists in that the Due Diligence Period for the lease approved by Ordinance No. 525, as amended, expires on June 19, 2023. It is necessary to extend the Due Diligence Period so as to preserve the lease approved by Ordinance No. 525 and the substantial efforts the Town and LivWell have made thus far relating to same. Pursuant to Charter Section 3.10, this ordinance shall take effect immediately upon adoption, and shall be published in full as required by Section 3.14 of the Charter.

INTRODUCED, READ, PASSED AND ADOPTED this 13th day of June 2023, by a vote of 5 ayes and 0 nays.



TOWN OF MORRISON:


Chris Wolfe, Mayor

ATTEST:



Ariana Neverdahl, Town Clerk

EXHIBIT A

TO

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

ORDINANCE NO. 534

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

THIRD AMENDMENT TO AGREEMENT FOR LEASE

THIS THIRD AMENDMENT TO AGREEMENT FOR LEASE (this “*Third Amendment*”) is entered into as of this 2nd day of June 2023 (the “*Third 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 Third 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 First 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 further extend the Due Diligence Period to July 31, 2023 (45 days from June 16, 2023).
2. Holding Payment. Through this Third Amendment, any future extensions of the Due Diligence Period are conditioned upon LivWell’s payment to the Town of a \$7,500.00 payment (“Holding Payment”) for every 30 days of any future extension of the Due Diligence Period, with the Holding Payment retroactively due from June 16, 2023.
3. Other Terms. All other terms and conditions of the Agreement not specifically modified by this Third Amendment shall remain in full force and effect.
4. Counterparts. This Third 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]

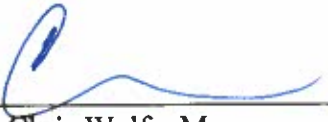
IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the Third Amendment Effective Date.

LESSOR:

LESSEE:

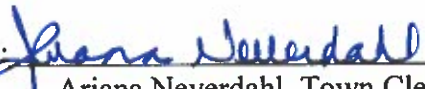
**TOWN OF MORRISON, COLORADO,
a Colorado municipality**

**LIVWELL XVII, LLC,
A Colorado limited liability company**

By: 
Chris Wolfe, Mayor

By: 
Brett Novey, CEO

ATTEST:

By: 
Ariana Neverdahl, Town Clerk

