

**TOWN OF MORRISON, COLORADO  
BOARD OF TRUSTEES  
ORDINANCE NO. 535**

**AN ORDINANCE AMENDING ORDINANCE NO. 525, WHICH APPROVED THE  
LEASE OF TOWN-OWNED REAL PROPERTY, TO EXTEND THE LEASE'S DUE  
DILIGENCE PERIOD TO SEPTEMBER 14, 2023, 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, on June 12, 2023, the Board approved Ordinance No. 534, which further extended the lease's Due Diligence Period to July 31, 2023; and

WHEREAS the Town and LivWell now seek to further extend the lease's Due Diligence Period to September 14, 2023.

**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. Fourth Amendment to Agreement for Lease.** The Fourth 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 July 31, 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 \_\_\_\_ day of July 2023, by a vote of \_\_\_\_\_ ayes and \_\_\_\_ nays.

**TOWN OF MORRISON:**

\_\_\_\_\_  
Chris Wolfe, Mayor

**ATTEST:**

\_\_\_\_\_  
Ariana Neverdahl, Town Clerk

**EXHIBIT A**

**TO**

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

**ORDINANCE NO. 535**

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

## FOURTH AMENDMENT TO AGREEMENT FOR LEASE

THIS FOURTH AMENDMENT TO AGREEMENT FOR LEASE (this “*Fourth Amendment*”) is entered into as of this \_\_\_ day of July 2023 (the “*Fourth 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 Fourth 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 Fourth 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 September 14, 2023.

2. Holding Payment. To extend the Due Diligence Period to September 14, 2023 (ninety (90) days from June 16, 2023), LivWell agrees to pay to the Town the sum of \$22,500.00 (3 x \$7,500.00) as a Holding Payment. This Holding Payment is due fourteen (14) days after the execution of this Fourth Amendment.

3. Other Terms. All other terms and conditions of the Agreement not specifically modified by this Fourth Amendment shall remain in full force and effect.

4. Counterparts. This Fourth 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 Fourth Amendment as of the Fourth 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