

NORTHGLENN URBAN RENEWAL AUTHORITY

RESOLUTION NO.

          N/13-12            
Series of 2013

**A RESOLUTION APPROVING A RELOCATION AGREEMENT WITH ELEGANT INK, LLC LOCATED AT 565 GARLAND DRIVE, NORTHGLENN, COLORADO**

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:**

Section 1. The Relocation Agreement attached hereto as **Exhibit A** is hereby approved, and the Chair is authorized to execute the same on behalf of the Authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Rosie Garner  
Chairman

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Debbie Tuttle  
Executive Director

\_\_\_\_\_  
Jeff Parker  
NURA Attorney

**ELEGANT INK REIMBURSEMENT  
AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made and executed this \_\_\_ day of \_\_\_\_\_, 2013, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and ELEGANT INK, LLC, with an address of 2029 E. 116<sup>th</sup> Avenue, Northglenn, CO 80233. ("Elegant Ink") (individually a "Party" or collectively the "Parties").

**W I T N E S S E T H**

WHEREAS, pursuant to C.R.S. § 31-25-105(1)(b), NURA may enter into any and all contracts which it deems necessary for the exercise of its powers;

WHEREAS, pursuant to C.R.S. § 31-25-105(1)(j), NURA may make reasonable relocation payments for moving expenses to businesses situated in an urban renewal area that will be displaced;

WHEREAS, NURA is currently in the process of redeveloping property commonly referred to as the Garland Center in the City of Northglenn located at the northwest corner of Garland Drive and Washington Street in the City of Northglenn (the "Property");

WHEREAS, Elegant Ink currently operates a business at the Property pursuant to a lease agreement dated January 31, 2009, as extended on January 25, 2012 via an Extension of Lease (collectively, the "Lease Agreement"), which business will be relocated due to NURA's redevelopment activities;

WHEREAS, subject to the terms of this Agreement, Elegant Ink has agreed to terminate the Lease Agreement and remove its facilities and equipment from the Property.

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns in and for the consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant and agree as follows:

**1. Termination of Lease**

The Lease Agreement is hereby terminated effective as of February 28, 2013.

**2. Relocation Agreement**

- a. NURA shall reimburse Elegant Ink for a total lump sum settlement in the amount of \$10,000 as described in the NURA Relocation Policy under Item 6(A)5.
- b. NURA shall return the one thousand one hundred and ninety-one dollars (\$1,191.00) security deposit from Elegant Ink currently in NURA's possession.
- c. In an effort to ease the burden of this notice, no rent will be due for the month of February.
- d. Elegant Ink shall remove all of its facilities and equipment from the Property on or before March 15, 2013.

**3. Payment Obligation**

Within fifteen (15) days of Elegant Ink's satisfaction of its obligations set forth in this Agreement, NURA shall remit payment to Elegant Ink for all amounts set forth in Section 2(a) and (c).

**4. Acknowledgment**

Elegant Ink understands and acknowledges that the compensation set forth in this Agreement shall constitute the sole compensation it shall receive in return for the termination of the Lease Agreement and the relocation of its equipment and facilities, and hereby waives any and all other claims it has or may have against NURA arising from its status as a lessee at the Property or relating in any way to the subject matter of this Agreement.

**5. Miscellaneous**

- a. **Assignment.** Neither this Agreement, nor any of a Party's rights, obligations, duties or authority hereunder, may be assigned in whole or in part without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- b. **Modification.** This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

- c. **Waiver.** The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
- d. **Integration.** This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.
- e. **Severability.** Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.
- f. **Survival of Obligations.** Unfulfilled obligations of any Party arising under this Agreement shall be deemed to survive the expiration of the term of this Agreement or the dissolution or termination of any Party, and shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- g. **Governing Law.** This Agreement shall be construed under the laws of the State of Colorado. In the event of any dispute between the parties which results in litigation, the exclusive venue for such litigation shall be the District Court in and for the County of Adams, State of Colorado. Each party hereto shall be possessed of all remedies, whether legal or equitable, which are provided for and which are available under Colorado law.
- h. **Headings for Convenience Only.** The headings, captions and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.
- i. **No Third Party Beneficiaries.** The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.
- j. **Immunity.** The parties hereto understand and agree NURA is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to NURA, its officers, employees, or volunteers.

