

FINANCE AMENDMENT

The Finance Committee offers the following amendment to File No. 2020-619:

- (1) On **page 1, lines 12-13**, **strike** "SPECIAL WARRANTY" and **insert** "QUITCLAIM";
- (2) On **page 1, line 18**, after "PROVIDING" **insert** "FOR (1) PROPERTY CONVEYED "AS IS," (2) REQUESTING SUBMISSION OF AN ANNUAL AFFIDAVIT, AND (3)";
- (3) On **page 3, line 2**, **strike** "the";
- (4) On **page 3, line 3**, **strike** "Exhibit 2" and **insert** "Revised Exhibit 2, labeled as "Revised Exhibit 2, Revised Deed, January 5, 2021 - Finance"";
- (5) On **page 3, lines 16-26**, **strike** Section 4 (Use and Right of Reentry) in its entirety and **insert** the following:
"Section 4. "As Is" Conveyance; Use and Right of Reentry; Annual Affidavit. The Property is being conveyed to Gateway Community Services, Inc. "as is" in its current condition without any warranties, representations or guarantees, express or implied, of any kind, nature or type whatsoever, regarding its use, title, suitability or merchantability and, upon conveyance, all maintenance and responsibility as to the Property shall become the sole and exclusive obligation of Gateway Community Services, Inc. The Property shall be used for Gateway Community Services, Inc.'s behavioral health facility and outpatient treatment for members of the community. If the Property is used for anything other than the operation of such programs consistent with Gateway's core mission, the City shall have the right, but not the duty, to reenter the

Property and upon exercise of such reentry, all right, title, and interest of Gateway Community Services, Inc. shall revert to the City and Gateway Community Services, Inc. shall execute and deliver a Special Warranty Deed to the City free of all liens and encumbrances. Beginning in 2022, on or before March 1 of each year, Gateway Community Services, Inc. shall submit to the Chief of the City's Real Estate Division, an affidavit affirming that the Property continues to be used for behavioral health and outpatient treatment; if Gateway Community Services, Inc. fails to provide the annual affidavit within 60 days of this date, the City may exercise its right of reentry.”;

- (6) Remove **Exhibit 2** and replace with **Revised Exhibit 2** attached hereto, which attaches the Revised Quitclaim Deed;
- (7) On **page 1, line 1**, amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

/s/ Paige H. Johnston

Office of General Counsel

Legislation Prepared By: Margaret M. Sidman

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