

ORDINANCE NO. 08

SERIES NO. 2025

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
APPROVING THE GROUND LEASE OF A PORTION OF THE
PROPERTY AT 602 ELK AVE TO THE CORPORATION OF THE
GUNNISON COUNT ELECTRIC ASSOCIATION.

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, pursuant to Section 31-15-713 (c), C.R.S., and Section 1.4. of the Town Charter, the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

WHEREAS, Gunnison County Electric Association desires to lease a portion of the property at 602 Elk Avenue, adjacent to the tennis courts, from the Town for electric vehicle charging stations and related improvements for a period of ten years; and

WHEREAS, the Town Council and Gunnison County Electric Association wish to enter into the long-term Ground Lease attached hereto as **Exhibit A**; and

WHEREAS, the Town Council finds hereby that approving leases of various Town properties for use by certain entities is in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE COLORADO:

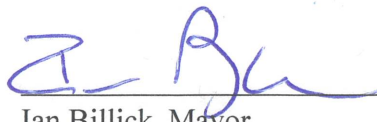
Section 1. **Findings.** The foregoing recitals are incorporated herein as if set forth in full.

Section 2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute a lease in substantially the same form as attached hereto as **Exhibit A**.

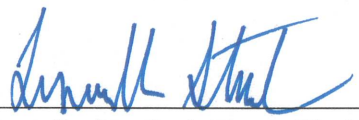
INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 5th
DAY OF August, 2025.

ADOPTED BY THE TOWN COUNCIL UPON SECTION READING IN PUBLIC
HEARING THIS 18th DAY OF August 2025.

TOWN OF CRESTED BUTTE, COLORADO

By: 
Ian Billick, Mayor

ATTEST:


Lynelle Stanford, Town Clerk



GROUND LEASE

This Ground Lease ("**Lease**") is made and entered into on August 18, 2025, 2025, by and between Town of Crested Butte, Colorado, a Colorado municipal corporation ("**Landlord**") and Gunnison County Electric Association, a Colorado cooperative association ("**Tenant**"), each a "Party" and together the "Parties."

Recitals

- A. Landlord is the owner of certain real property located at 602 Elk Ave in Gunnison County, Colorado (the "**Premises**") as more particularly described in Appendix A attached hereto and incorporated herein by this reference.
- B. Tenant desires to lease the Premises from Landlord for the purpose of operating, maintaining, repairing, and replacing electric vehicle charging stations and related improvements, which may include (i) electric vehicle charging stations, (ii) equipment associated with the Charging Stations, (iii) enclosure and/or façade for the location and housing of the Charging Stations, (iv) bollards to protect the Charging Stations from impact or other damage, and (v) signage designating the Charging Stations, (collectively, the "**Improvements**") thereon.
- C. Landlord is willing to lease the Premises to Tenant for such purpose, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Lease of Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the purpose of operating, maintaining, repairing, and replacing the Improvements. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord.
- 2. **Term.** Tenant shall have and hold the Premises for a term of 10 years commencing on October 20, 2025 at 5 p.m. and expiring on October 20, 2035 at 11:59 p.m. (the "**Term**"), unless the Term is earlier terminated or extended as provided in the Lease. Upon expiration or earlier termination of the Lease, Tenant shall remove the Improvements at its sole costs and expense at the direction of Landlord, failing which Landlord may remove and dispose of the same at Tenant's sole cost and expense.
- 3. **Rent.** Rent shall be due and payable on an annual basis at a rate of \$10.00 per year during the Term, commencing on the first day of the Term, and continuing thereafter

4. **Use and Maintenance of Improvements.**

- a. All Improvements shall be constructed in accordance with plans and specifications approved by Landlord, which consent shall not be unreasonably withheld. Tenant shall be responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable governmental authorities for the operation, maintenance, repair, and replacement of the Improvements.
- b. Tenant shall maintain the Improvements in a good and workmanlike manner, in compliance with any and all applicable federal, state, and local laws and regulations, and in accordance with the approved plans and specifications. Tenant shall maintain the Premises and Improvements in a clean and orderly condition at all times. Tenant shall be responsible for the maintenance and repair of the Improvements during the Term, except that Landlord shall be responsible for removing snow on the property adjacent to the Premises. No refuse, scrap, debris, garbage, trash, bulk materials, or waste shall be kept, stored, or allowed to accumulate on the Premises. Abandoned vehicles shall not be permitted on the Premises. No overnight parking shall be prohibited on the Premises from November 1 – April 30. Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises appropriate to enforce the same. Any signs must conform to Town's Municipal Code and MUTCD regulations as applicable.
- c. Tenant shall not make any alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant covenants and agrees that (i) nothing shall be done or kept on the Premises which might impair or damage the Premises, and (ii) no hazardous substances shall be maintained or deposited on the Premises.
- d. Tenant shall be responsible for the replacement of any improved surface that is removed or damaged as a result of the installation and/or maintenance of the improvements.
- e. Tenant shall be responsible for obtaining and paying for all utilities necessary for the operation of the Improvements.

5. **Insurance.** Tenant shall maintain, at its sole cost and expense, the following insurance coverage:

- a. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage shall include public liability, operations, property damage and personal injury.
- b. Property insurance covering the Improvements and Tenant's personal property on the Premises.
- c. Workers' compensation insurance as required by Colorado law.
- d. Any other insurance reasonably requested by Landlord.

Tenant shall cause Landlord to be designated as an additional insured under its commercial general liability insurance policy required under Section 5.a. Tenant shall provide Landlord with certificates of insurance evidencing such coverage and evidencing payment of all premiums shall be made available to Landlord upon request.

6. **Surrender; Restoration.** Upon expiration or termination of the Term, Tenant shall surrender and restore the Premises to its original condition, reasonable wear and tear excepted.
7. **Assignment.** This Lease shall not be assignable by Tenant without the prior written approval of Landlord.
8. **Default; Breach; Remedies.** The occurrence of any one of the following events constitutes a material default of this Lease by Tenant:
 - a. The failure of Tenant to make any payment of Rent when due where the failure continues for a period of 10 days after notice from Landlord to Tenant.
 - b. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease, where the failure continues for a period of 10 days after notice from Landlord to Tenant.

In the event of default, in addition to the remedies that may be permitted or provided for under applicable law or in equity, Landlord shall have the right to terminate this Lease by giving Tenant written notice of such termination. Upon a determination by Landlord, in Landlord's sole and absolute discretion, that Landlord requires use of the Premises for any other purpose or that the Improvements are not serving a public purpose sufficient to justify its location on the Premises, Landlord may terminate this Lease upon 120 days' written notice to Tenant.

9. **Indemnification.** To the extent permitted by law, each party to this Agreement shall hold harmless, indemnify and defend the other party, including the other party's employees, officers, agents and assigns, from any claim, lawsuit, or award of damages to the extent such claims, lawsuit, or award of damages arise from the action or inaction of that party's own officers, employees and agents.

10. **Governmental Immunity Act.** No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.
11. **No Third-Party Beneficiaries.** The Parties expressly agree that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Lease shall be deemed to be an incidental beneficiary only.
12. **Notice.** Any notice or communication required hereunder between the Landlord and Tenant must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by email at the email address provided below. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Tenant, to:

Gunnison County Electric Association
Attn: Chief Executive Officer
37250 US Highway 50
Gunnison, CO 81230

If to Landlord, to:

Town of Crested Butte
Attn: Dara MacDonald, Town Manager
507 Maroon Avenue
P.O. Box 39
Crested Butte, CO 81224
dmacdonald@crestedbutte-co.gov

With a copy to:

Karl J. Hanlon
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
PO Drawer 2030
Glenwood Springs, CO 81602
kjh@mountainlawfirm.com

13. **Colorado Law.** The interpretation, enforcement, or any other matters relative to this Lease shall be construed and determined in accordance with the laws of the State of Colorado. Any litigation involving this Lease or its subject matter shall be brought and maintained in

the District Court in Gunnison County, Colorado. Each party hereby waives all rights to trial by jury.

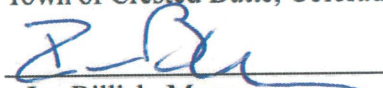
14. **Severability.** Should any portion of this Lease be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Lease shall be deemed severable, shall not be affected, and shall remain in force and effect unless amended or modified by mutual consent of the Parties.
15. **No Waiver.** The failure of either party to insist upon the strict performance of any provisions of this Lease or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.
16. **Entire Agreement; Amendments.** This Lease is the entire agreement of the Parties and supersedes any prior agreements or understandings (written or oral) with respect to the matters set forth herein. This Lease may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties against whom such waiver or modification is sought to be enforced. Course of dealing, no matter how long, is not intended to be, and shall not be construed as, an amendment to this Lease.
17. **Counterparts.** This Lease may be executed in one or more counterparts and on separate counterparts; such counterparts will be compiled into one fully-executed Lease. A signature delivered by e-mail, facsimile or other electronic transmission will be deemed to constitute an original and fully-effective signature.

[signatures immediately follow on next page]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease on the day and year first written above.

LANDLORD:

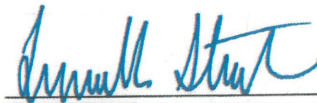
Town of Crested Butte, Colorado



Ian Billick, Mayor

Date: 8.18.2025

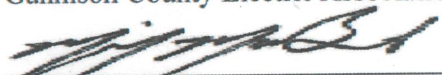
Attest



Town Clerk

TENANT:

The Gunnison County Electric Association

By: 

Name: Mike McBride
Title: CEO

Date: 8/20/2025